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## Transportation Policy Board of the Chisholm Trail Metropolitan Planning Organization

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### 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, June 11, 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 March 12, 2025 Transportation Policy Board Meeting.                                                                                                        | 3 - 5   |
| <a href="#">Transportation Policy Board of the Chisholm Trail Metropolitan Planning Organization Regular Meeting - March 12, 2025 - Minutes - Pdf</a>                                             |         |
| 3. Business.                                                                                                                                                                                      |         |
| 1. Discuss and consider approval of the No Cost Time Extension for the FY 2025 Agreement for the Chisholm Trail MPO Continuing, Cooperative and Comprehensive Long Range Transportation Planning. | 6 - 7   |
| <a href="#">CTMPO FY 25 PL NCTE 7.1.25-6.30.26</a>                                                                                                                                                |         |
| 2. Discuss and consider approval of the Unified Planning Work Program (UPWP) for the Chisholm Trail Metropolitan Planning Area (MPA).                                                             | 8 - 25  |
| <a href="#">FY2026 UPWP</a>                                                                                                                                                                       |         |
| 3. Discuss and consider approval of the FY 2026 Agreement for the Chisholm Trail MPO Continuing, Cooperative and Comprehensive Long Range Transportation Planning.                                | 26 - 47 |
| <a href="#">Chisholm Trail MPO FY26 PL Agreement</a>                                                                                                                                              |         |
| 4. Discuss and consider approval of the Joint Certification Statement for the Metropolitan Transportation Planning Process by ODOT and the Chisholm Trail MPO.                                    | 48 - 49 |
| <a href="#">CTMPO Joint Certification Statement FY 26</a>                                                                                                                                         |         |

5. Discuss and consider approval of the Memorandum of Understanding for matching funds between the Chisholm Trail Metropolitan Planning Organization and the City of Enid. 50 - 51  
[FY26 MOU - CTMPO MOU for PL Match](#)
6. Discuss and consider approval of a Memorandum of Understanding for 5303 matching funds between the Chisholm Trail Metropolitan Planning Organization and the City of Enid. 52 - 54  
[MOU for 5303 Funds](#)
7. Discuss and consider approval of awarding a contract to Poe & Associates in the amount of \$200,000.00 for the 2050 Metropolitan Transportation Plan. 55 - 91  
[2050 MTP Contract](#)
8. 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 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 in said city, and the minutes for said meeting are as follows:

**1. CALL TO ORDER/ROLL CALL.**

The meeting was called 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, EPTA General Manager Demetria Dixon

ABSENT: Chairman of the Garfield County Commissioners Reese Wedel, ODOT District IV Engineer or Designee Matt Mitchell

Staff present were Transportation Planner Taylor Massey, Enid City Manager Jerald Gilbert, Assistant City Clerk Jessica Gilbert, and Enid Assistant City Attorney Mandy Schroeder

**2. MINUTES.**

1. Consider approval of minutes of the Transportation Policy Board Special Meeting of November 13, 2024.

Moved by Jason Dockins, seconded by Rob Stallings, to approve the minutes of the Transportation Policy Board Special Meeting of November 13, 2024.

Carried by the following votes:

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

**3. BUSINESS.**

1. Discuss and consider approval of supporting ODOT Safety Performance Targets.

Ms. Massey explained that the Metropolitan Planning Organization (MPO) would adopt the safety performance targets established by the Oklahoma Department of Transportation (ODOT), rather than developing its own. Ms. McElroy noted that MPOs are required to set these targets annually. ODOT

establishes its targets each September, and MPOs then have 180 days to either adopt those targets or establish their own. She further clarified that there is no penalty for not meeting the targets. In the future, the Transportation Planner may analyze local data to establish safety performance targets specific to the Chisholm Trail MPO, if desired.

Moved by Jason Dockins, seconded by Derwin Norwood, to approve of adopting the ODOT Safety Performance Targets.

Carried by the following votes:

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

2. Discuss and consider approval of the Request for Qualifications for the Metropolitan Transportation Plan (MTP).

Ms. Massey explained that the Metropolitan Transportation Plan (MTP) serves as the long-term planning document for the MPO. The plan will be developed with the assistance of a consultant. A Request for Qualifications (RFQ) was reviewed and recommended for approval by the Transportation Technical Committee at its meeting on March 5, 2025. The MTP will address transportation needs within the urbanized metropolitan area, and development of the plan will be funded through the MPO's planning funds.

Moved by Rob Stallings, seconded by Kenneth Girty, to approve the Request for Qualifications for the Metropolitan Transportation Plan (MTP).

Carried by the following votes:

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

3. Discuss and consider approval of a subcommittee for the development of the Metropolitan Transportation Plan (MTP).

Ms. Massey explained that a subcommittee would need to be established to work closely with the consultant on the development of the Metropolitan Transportation Plan (MTP). The subcommittee would assist in compiling data, receive regular project updates, and help guide the planning process. Progress updates and milestone reports would be presented to the Technical Committee and Policy Board throughout the duration of the project.

Moved by Derwin Norwood, seconded by Rob Stallings, to approve the following members of the subcommittee, as recommended by the Technical Committee:

- Sarah McElroy

- Jason Unruh
- Brock Spencer
- Jacquelyn Porter
- A representative from the North Enid Board of Trustees
- A representative from the Enid Public Transportation Authority
- A representative from Garfield County

Carried by the following votes:

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

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.

Ms. McElroy noted that the Transportation Planner would begin work on the Unified Planning Work Program (UPWP) for the upcoming fiscal year, which requires an annual update and approval. She also stated that a No-Cost Time Extension would be presented at the next meeting to ensure continued funding for the MTP and other related activities. Additionally, Ms. McElroy informed the committee that Technical Committee Ex-Officio Member Isaac Akem had recently retired. He will be succeeded by Viplav Reddy of the Federal Highway Administration.

#### **4. ADJOURN.**

There being no further business to come before the Board at this time, Chairman Mason adjourned the meeting at 11:49am.

**NO COST TIME EXTENSION (NCTE)**

**FY 2024 & FY 2025 AGREEMENT  
CHISHOLM TRAIL METROPOLITAN PLANNING ORGANIZATION  
CONTINUING, COOPERATIVE AND COMPREHENSIVE  
LONG RANGE TRANSPORTATION PLANNING**

**FHWA PL FUNDS: Proj No.: PL - 0350 (017) EL, JP No.: 11771(12)  
FHWA PL FUNDS: Proj No.: PL - 0350 (040) EL, JP No.: 11771(13)  
CFDA NUMBER: 20.205 (HIGHWAY PLANNING AND CONSTRUCTION)**

**FTA Section 5303 FUNDS: Proj No.: FTA5303-TP24 -(021) JP No.: 15612(64)  
CFDA 20.505 (METRO POLIT AN TRANSPORTATION  
PLANNING)**

This No Cost Time Extension is made effective this \_\_\_\_ day of \_\_\_\_\_, 2025 by and between the State of Oklahoma, acting through its administrative agency, the Oklahoma Department of Transportation herein after called the DEPARTMENT, and the Chisholm Trail Metropolitan Planning Organization as the CONTRACTOR.

**WITNESSETH**

**WHEREAS**, on the 4<sup>th</sup> day of May 2024, 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 for JP 11771(13) from July 1, 2025 through June 30, 2026 for the CONTRACTOR to complete the following as identified in the FY 2024 & FY 2025 Unified Planning Work Program (UPWP).

Element 4 – Long Range Transportation Planning

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.

**Chisholm Trail Metropolitan Planning  
Organization**

\_\_\_\_\_  
Executive Director  
CTMPO

\_\_\_\_\_  
Date

**Oklahoma Department of Transportation**

**Recommended for Approval:**

\_\_\_\_\_  
Multimodal & Planning      Date  
Division Manager

**Approved as to Form and Legality:**

**For the Department:**

\_\_\_\_\_  
General Counsel      Date

\_\_\_\_\_  
Deputy Director      Date



FY 2026  
UNIFIED PLANNING WORK  
PROGRAM

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## INTRODUCTION

The Unified Planning Work Program (UPWP) for the Chisholm Trail Metropolitan Planning Area (MPA) identifies transportation planning activities to be undertaken during Fiscal Year (FY) 2026. The objective of the UPWP is to ensure the Chisholm Trail Metropolitan Planning Organization's (Chisholm Trail MPO) transportation planning process supports the transportation planning needs of the MPA in accordance with 23 Code of Federal Regulations (CFR) Part 450 and 49 CFR Part 613. The UPWP is developed by the Chisholm Trail MPO in cooperation with Oklahoma Department of Transportation (ODOT) and Enid Public Transportation Authority (EPTA).

### MPO Overview

On December 29, 2022, the U.S. Census Bureau released 2020 urban area data, showing Enid's urban area population at 50,194. Federal regulations require any urban area exceeding 50,000 in population to be designated by the Governor as a Metropolitan Planning Organization (MPO). The Infrastructure and Investment and Jobs Act (IIJA) continues the requirements introduced in the Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21) for the membership of MPOs to consist of local elected officials, officials of public agencies that administer or operate major modes of transportation in the metropolitan area, and appropriate State officials. To meet these federal requirements, the Transportation Policy Board was established by the City of Enid in collaboration with the Oklahoma Department of Transportation and local governments within the MPA. The Governor, through the Oklahoma Department of Transportation, designated the Transportation Policy Board as the Chisholm Trail MPO on December 29, 2023.

### Metropolitan Planning Area Boundary

The MPA boundary is the geographic area in which the metropolitan transportation planning process, required by 23 CFR Part 450 and 49 CFR Part 613, must be carried out. Appendix A provides a map illustrating the MPA.

### Transportation Policy Board

The Transportation Policy Board (TPB) has been designated as the MPO for the Chisholm Trail metropolitan area and is the final approval authority for transportation planning. The TPB reviews and approves the overall work program and makes policy determinations concerning the transportation plan and the transportation improvement program.

The functions of the TPB include the following:

1. Develop and maintain a comprehensive transportation planning program in conformance with 23 CFR Part 450 and 49 CFR Part 613;
2. Develop and approve all policy procedures for transportation planning in the MPA;
3. Review and approve the Metropolitan Transportation Plan (MTP) and the Transportation Improvement Program (TIP);
4. Ensure that the established Public Participation Process is carried out appropriately for all major transportation activities;
5. Establish and revise the metropolitan area boundary as required by law; and
6. Review and approve the UPWP.

### Transportation Technical Committee

The Transportation Technical Committee (TTC) coordinates transportation issues at the technical level, provides technical advice, and makes recommendations to the TPB.

The functions of the TTB include the following:

1. Present transportation agenda items to various agencies;
2. Review the TIP;
3. Review transportation plans and studies;
4. Make recommendations to the TPB;
5. Review transportation issues at the request of the TPB; and
6. Review the UPWP.

The current memberships of the TPB and TTC are found in Appendix B.

## TRANSPORTATION PLANNING PRODUCTS

The metropolitan transportation planning process results in the development of metropolitan planning products, including the UPWP, the MTP, the TIP, and the PPP. Details of these products are provided below.

### Unified Planning Work Program (UPWP)

The purpose of the UPWP is to provide guidance for the continuing, comprehensive, and cooperative (3C) approach to transportation planning. The UPWP is based on the transportation planning priorities in the Enid area in consideration of federal planning factors and federal emphasis areas. The UPWP lists all work to be addressed during the FY and identifies revenue sources. The Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) must approve the budget and statement of work in the UPWP in writing by June 30<sup>th</sup>, before costs may be incurred for the new FY. The Chisholm Trail MPO developed its first UPWP in FY2024.

### Metropolitan Transportation Plan (MTP)

The MTP is one of the main products of the metropolitan transportation planning process, addressing no less than a twenty (20) year horizon. The transportation plan includes both long-range and short-range strategies that provide for the development of an integrated multimodal transportation system to facilitate the safe and efficient movement of people and goods by addressing current and future transportation demands. The Chisholm Trail MPO will develop its first MTP by December 29, 2026.

### Transportation Improvement Program (TIP)

The TIP is a prioritized list of transportation projects proposed for implementation during the next four years. Projects included in the TIP must be consistent with the MTP. The TIP is required to be financially constrained in each year of the program. This means that the funding identified for transportation projects in a given year must be equal to the amount reasonably expected to be available under existing federal, state and local programs. Prior to adoption of the TIP (or amendment) the Chisholm Trail MPO must provide an opportunity for public review and comment and hold a public hearing. A project utilizing federal transportation funds may not proceed unless it is included in the TIP. Amendments and revisions of the TIP may occur at any time during the FY. The Chisholm Trail MPO developed and approved their first TIP on September 18, 2024.

### Public Participation Process (PPP)

The intent of the PPP is to encourage and support proactive public participation throughout the planning and decision-making process related to the development of proposed transportation plans, programs, and projects so that a safe, efficient transportation system reflecting the needs and interests of all stakeholders can be provided. Public participation provides residents, affected public agencies, providers of transportation and other interested parties reasonable opportunity to comment and participate in goal setting, problem solving, and expand the focus of transportation decision-making. The Chisholm Trail MPO developed and approved their first PPP on May 28, 2024.

## TRANSPORTATION PLANNING PRIORITIES

The FY2026 planning priorities are reflected in the various elements of this document. The major products or activities in this FY will include:

- a) Maintain the Chisholm Trail MPO website;
- b) Data collection for the MTP;
- c) Development of the MTP;
- d) Review Functional Class and submit revisions to ODOT;
- e) Establish Performance Management (PM) targets for the MPA; and
- f) Attend training to further enhance the MPO staff's understanding of the transportation planning process.

## FUNDING

Funding of the transportation planning process for the MPA is from three sources: FHWA PL fund, FTA Section 5303 fund, and the local match. Federal funds will reimburse up to 80% of eligible work effort (identified in the UPWP) and the remaining 20% of the funding is provided by the City of Enid. Based on an agreed distribution formula developed by ODOT and approved by FHWA, FY 2026 PL funds are \$187,500. The IIJA requires PL funds to set aside 2.5% for \*complete streets planning activities each FY, which is \$2,500 total for FY 2026. Section 5303 transit planning funds for 2026 is \$27,128.35. Total federal funds applied for is \$217,128.35. Tables 1 and 2 on the following pages illustrate the sources of funding for various planned MPO activities in FY 2026. There is a Memoranda of Understanding (MOU) between the Chisholm Trail MPO and the City of Enid detailing the amount of local match and responsibilities.

\*Complete Streets – IIJA § 11206(b) requires MPOs to set aside 2.5% of the PL funds received to increase safe and accessible transportation options. All matching requirements are waived for the 2.5% set aside.

Table 1: FY 2026 FHWA PL &amp; FTA Section 5303 Budget Summary

|                           | <b>PL<br/>Funds</b> | <b>5303<br/>Funds</b> | <b>Local<br/>Match</b> | <b>TOTAL</b>        |
|---------------------------|---------------------|-----------------------|------------------------|---------------------|
| Personnel                 | \$75,000            | \$20,128.35           | \$19,025.67            | <b>\$114,154.02</b> |
| Equipment<br>& Supplies   | \$2,500             | \$0                   | \$500                  | <b>\$3,000</b>      |
| Printing &<br>Advertising | \$10,000            | \$7,000               | \$3,400                | <b>\$20,400</b>     |
| Contractual               | \$90,000            | \$0                   | \$18,000               | <b>\$108,000</b>    |
| Training &<br>Travel      | \$10,000            | \$0                   | \$2,000                | <b>\$12,000</b>     |
| <b>TOTAL</b>              | <b>\$187,500</b>    | <b>\$27,128.35</b>    | <b>\$42,925.67</b>     | <b>\$257,554.02</b> |

Source: Chisholm Trail MPO

Table 2: FY 2026 Total Budget, Including Federal, State and Local Sources

| <b>Element #</b> | <b>Project</b>                     | <b>PL Funds</b>  | <b>5303 Funds</b>  | <b>Local Match</b> | <b>TOTAL</b>        |
|------------------|------------------------------------|------------------|--------------------|--------------------|---------------------|
| 1                | Program Support & Administration   | \$32,683         | \$2,128.35         | \$6,962.27         | <b>\$41,773.62</b>  |
| 2                | Data Collection & Information      | \$28,420         | \$-                | \$5,684            | <b>\$34,104</b>     |
| 3                | Short Range Transit Planning       | \$-              | \$25,000           | \$5,000            | <b>\$30,000</b>     |
| 4                | Long Range Transportation          | \$77,789         | \$-                | \$15,557.80        | <b>\$93,346.80</b>  |
| 5                | Transportation Improvement Program | \$18,816         | \$-                | \$3,763.20         | <b>\$22,579.20</b>  |
| 6                | Public Participation               | \$29,792         | \$-                | \$5,958.40         | <b>\$35,750.40</b>  |
| 7                | Complete Streets*                  | \$-              | \$-                | \$-                | <b>\$-</b>          |
|                  | <b>TOTAL</b>                       | <b>\$187,500</b> | <b>\$27,128.35</b> | <b>\$43,425.67</b> | <b>\$257,554.02</b> |

Source: Chisholm Trail MPO

\*Element 7 "Complete Streets" – IIJA § 11206(b) requires MPOs to set aside 2.5% of the PL funds received to increase safe and accessible transportation options. All matching requirements are waived for the 2.5% set aside.

## Element 1.0 - Program Support & Administration

**OBJECTIVE:** Management and monitoring of the transportation planning process. Compliance with administrative, financial, and legal requirements for maintaining a 3C transportation planning process.

**TASK DESCRIPTION:** The purpose of this element is to ensure that the accounting and management functions necessary to maintain the efficient and effective planning activities outlined in the FY 2024-2025 UPWP are carried out in accordance with federal and state regulations.

**Tasks:**

1. General Administration:
  - a. Maintain financial records including an annual financial audit.
  - b. Prepare the MOU, Certification Statements, Annual Listing of Obligated Projects (ALOP), etc., and coordinate with ODOT and Enid Public Transit Authority (EPTA) on the development of the UPWP.
  - c. Prepare and submit monthly claims to ODOT.
2. Training and Travel: Utilize training in transportation planning for MPO staff available through ODOT, National Highway Institute, FHWA, FTA, and other agencies.
3. Supplies and Equipment: Office supplies, equipment, and meeting room fees and supplies.

**Products and Schedule:**

| Product                                   | Fiscal Year | Staff Contact* | Estimated Hours |
|-------------------------------------------|-------------|----------------|-----------------|
| UPWP, MOU, Certifications, ALOP, etc.     | 2026        | TP             | 314             |
| Transportation Planning Training & Travel | 2026        | TP             | 120             |
| Audit                                     | 2026        | TP             | 233             |

\*TP – Transportation Planner

Table 3: Program Support & Administration Funding

| FUNDING SOURCE               | FUNDING AMOUNT     |
|------------------------------|--------------------|
| PL Funds                     | \$32,683           |
| FTA Section 5303 Grant Funds | \$2,128.35         |
| Local Match                  | \$6,962.27         |
| <b>TOTAL</b>                 | <b>\$41,773.62</b> |

Source: Chisholm Trail MPO

## Element 2 - Data Collection & Information

**OBJECTIVE:** Monitor changes in demographic characteristics and land use to ensure transportation projections are compatible with current patterns, local land use policies and gather required data for the metropolitan transportation plan.

**GENERAL DESCRIPTION:** This element provides for the collection and maintenance of data on metropolitan development patterns and demographic characteristics to support the long range planning process, the development of the transportation model, the development of maps, and a database to support transportation planning activities.

**Tasks:**

1. Data Collection & Maintenance:
  - a. Collect and maintain databases that support the transportation planning process to include:
    - i. Building permit data,
    - ii. Traffic count data and accident data,
    - iii. Socioeconomic data including population and employment by Transportation Analysis Zones (TAZ),
    - iv. Operational and performance data of the transit system,-and,
    - v. Data on non-motorized travel including bicycle and pedestrian facilities.
2. Mapping & Graphics:
  - a. Prepare visual aids to be incorporated into transportation plans, studies or reports to support the transportation planning process.
  - b. Maintain electronic maps showing traffic counts, accident data, speed limits, number of lanes, signalized intersections, traffic control signs, transit routes, bus shelter locations, sidewalk locations, bicycle and pedestrian routes, and traffic generator locations.

**Products and Schedule:**

| Product                                 | Fiscal Year | Staff Contact* | Estimated Hours |
|-----------------------------------------|-------------|----------------|-----------------|
| Data Collection / Maintenance / Mapping | 2026        | TP             | 580             |

\*TP – Transportation Planner

Table 4: Data Collection & Information Funding

| FUNDING SOURCE               | FUNDING AMOUNT  |
|------------------------------|-----------------|
| PL Funds                     | \$28,420        |
| FTA Section 5303 Grant Funds | \$0             |
| Local Match                  | \$5,684         |
| <b>TOTAL</b>                 | <b>\$34,104</b> |

Source: Chisholm Trail MPO

### Element 3 - Short Range Transit Planning

**OBJECTIVE:** The objectives of this task are to assist the EPTA in monitoring public transportation needs and identifying and improving locations with operational deficiencies.

**GENERAL DESCRIPTION:** This element involves coordination between the EPTA and other agencies to enhance transit service in the MPA.

**Tasks:**

1. Coordinate with EPTA General Manager to ensure the Chisholm Trail MPO Public Participation Process meets applicable FTA requirements for public involvement and participation.

**Products and Schedule:**

| Product                   | Fiscal Year | Staff Contact* | Estimated Hours |
|---------------------------|-------------|----------------|-----------------|
| Coordination with EPTA GM | 2026        | TP             | 100             |

\*TP – Transportation Planner

Table 5: Short Range Transit Planning Funding

| FUNDING SOURCE               | FUNDING AMOUNT  |
|------------------------------|-----------------|
| PL Funds                     | \$0             |
| FTA Section 5303 Grant Funds | \$25,000        |
| Local Match                  | \$5,000         |
| <b>TOTAL</b>                 | <b>\$30,000</b> |

Source: Chisholm Trail MPO

## Element 4 – Long Range Transportation Planning

**OBJECTIVE:** To develop a transportation plan addressing no less than a 20-year planning horizon. The plan includes both long-range and short-range strategies that provide for the development of an integrated multimodal transportation system to facilitate the safe and efficient movement of people and goods in addressing current and future transportation demands.

**GENERAL DESCRIPTION:** The 2050 MTP is required to be adopted by December 29, 2026. The MTP will be developed in accordance with 23 CFR 450.324.

**Tasks:**

1. Development of MTP.
2. Review roadway functional classifications and submit revisions, as necessary.
3. Develop TAZ for the MPA.
4. Establish performance targets.

**Products and Schedule:**

| Product                               | Fiscal Year | Staff Contact* | Estimated Hours |
|---------------------------------------|-------------|----------------|-----------------|
| Development of MTP                    | 2026        | TP             | 560             |
| Functional Class review and revisions | 2026        | TP             | 280             |
| Develop TAZ for the MPA               | 2026        | TP             | 456             |
| Establish performance targets         | 2026        | TP             | 160             |

\*TP – Transportation Planner

**Table 6: Long Range Transportation Planning Funding**

| FUNDING SOURCE               | FUNDING AMOUNT     |
|------------------------------|--------------------|
| PL Funds                     | \$77,789           |
| FTA Section 5303 Grant Funds | \$0                |
| Local Match                  | \$15,557.80        |
| <b>TOTAL</b>                 | <b>\$93,346.80</b> |

Source: Chisholm Trail MPO

## Element 5 - Transportation Improvement Program

**OBJECTIVE:** To develop, prioritize and schedule a program of transportation projects.

**GENERAL DESCRIPTION:** The FFY 2026-2029 TIP will be developed and adopted in accordance with 23 CFR 450.326. Amendments and modifications will be processed through the fiscal year, as needed.

**Tasks:**

1. Update TIP for FFY 2026-2029
2. Review and process TIP amendments as necessary.
3. Review and process TIP modifications as necessary.

**Products and Schedule:**

| Product           | Fiscal Year | Staff Contact* | Estimated Hours |
|-------------------|-------------|----------------|-----------------|
| FFY 2026-2029 TIP | 2026        | TP             | 120             |
| TIP Amendments    | 2026        | TP             | 136             |
| TIP Modifications | 2026        | TP             | 128             |

\*TP – Transportation Planner

Table 7: TIP Funding

| FUNDING SOURCE               | FUNDING AMOUNT     |
|------------------------------|--------------------|
| PL Funds                     | \$18,816           |
| FTA Section 5303 Grant Funds | \$0                |
| Local Match                  | \$3,763.20         |
| <b>TOTAL</b>                 | <b>\$22,579.20</b> |

Source: Chisholm Trail MPO

## Element 6 - Public Participation

**OBJECTIVE:** To provide opportunities to engage the public in the transportation planning process.

**GENERAL DESCRIPTION:** Identify and enhance ways to enable proactive public participation by the community in the Chisholm Trail MPO planning process in accordance with federal and state regulations.

**Tasks:**

1. Maintain the Chisholm Trail MPO website to include new information as it becomes available.
2. Schedule meetings, make presentations, attend meetings, and prepare supporting documents and distribute (i.e., agenda item commentary, agenda, etc.)
3. Develop stakeholder mailing lists and provide updated information as requested.

**Products and Schedule:**

| Product                                 | Fiscal Year | Staff Contact* | Estimated Hours |
|-----------------------------------------|-------------|----------------|-----------------|
| Maintain the Chisholm Trail MPO website | 2026        | TP             | 168             |
| Public meetings and materials           | 2026        | TP             | 360             |
| Develop stakeholder mailing list        | 2026        | TP             | 80              |

\*TP – Transportation Planner

Table 8: Public Participation Funding

| FUNDING SOURCE               | FUNDING AMOUNT     |
|------------------------------|--------------------|
| PL Funds                     | \$29,792           |
| FTA Section 5303 Grant Funds | \$0                |
| Local Match                  | \$5,958.40         |
| <b>TOTAL</b>                 | <b>\$35,750.40</b> |

Source: Chisholm Trail MPO

## Element 7 - Complete Streets Planning Activities

**OBJECTIVE:** To increase safe and accessible options for multiple travel modes for people of all ages and abilities.

**GENERAL DESCRIPTION:** Identify ways to increase safe and accessible options for all travelers and ensure new transportation facilities are safe and accessible for all.

The Chisholm Trail MPO will reserve the \$2,500 in funding to be used in a future Fiscal Year.

**Tasks:**

1. None.

**Products and Schedule:**

| Product                                         | Fiscal Year | Staff Contact* | Estimated Hours |
|-------------------------------------------------|-------------|----------------|-----------------|
| Identify gaps in active transportation networks | N/A         | N/A            | 0               |

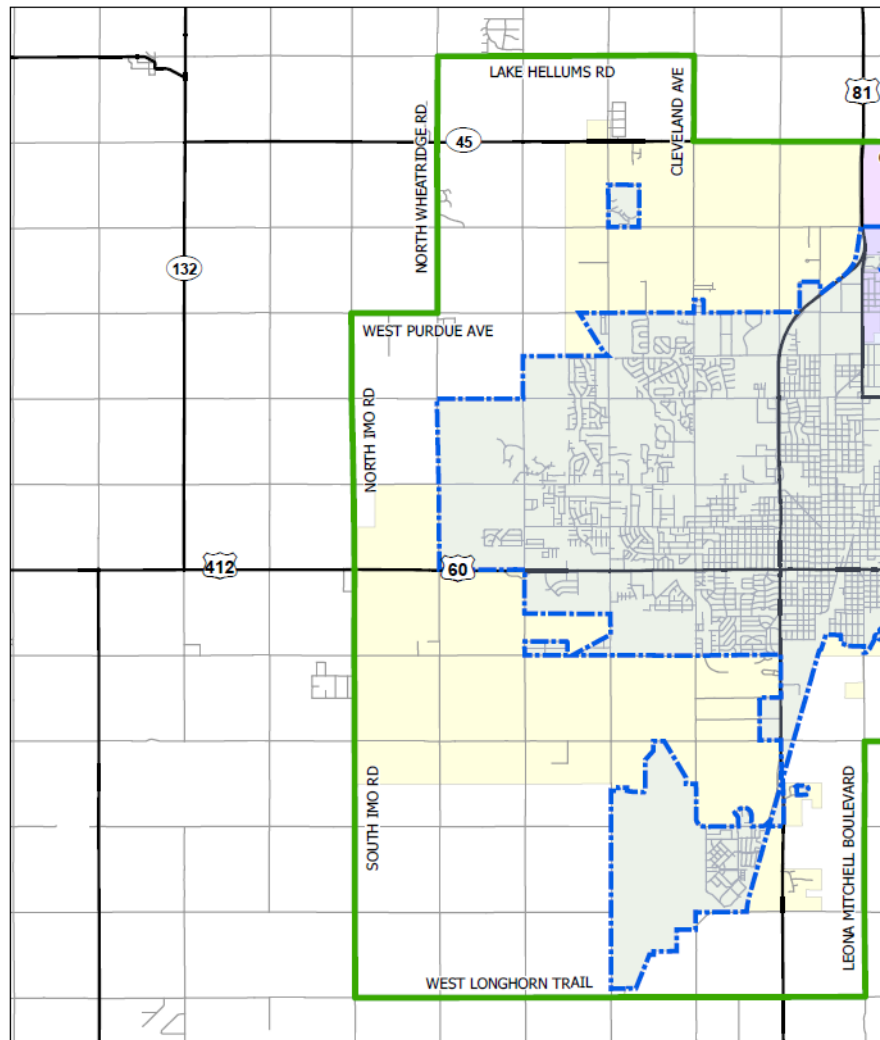
TP – Transportation Planner; FD – Finance Director; L- Legal; S – Secretary

Table 9: Complete Streets Planning Activities Funding

| FUNDING SOURCE               | FUNDING AMOUNT |
|------------------------------|----------------|
| PL Funds (2.5% set aside)    | \$2,500        |
| FTA Section 5303 Grant Funds | \$0            |
| Local Match                  | \$0            |
| <b>TOTAL</b>                 | <b>\$0</b>     |

Source: Chisholm Trail MPO

## APPENDIX A: Chisholm Trail MPO Boundary Map



### Chisholm Trail Metropolitan Planning Area

## APPENDIX B: Chisholm Trail MPO Membership

### Transportation Technical Committee Membership

#### Voting Members

- City of Enid, City Manager or his designee
- City of Enid, Director of Engineering or his designee
- Treasurer of EPTA or his designee
- Representative of the Town of North Enid or his designee
- Representative of Garfield County appointed by the Garfield County Commissioners
- ODOT Government Affairs, Planning Branch Manager or his designee
- ODOT District IV Rural Construction Engineer or his designee
- ODOT Multimodal Division Office of Mobility and Public Transit Manager
- Representative of the Northern Oklahoma Regional Transportation Organization
- Enid Community Development Director or designee
- Aviation Director of Woodring Airport
- Executive Director of the Greater Enid Chamber of Commerce or his designee

#### Ex-Officio (Non-Voting) Members

- FHWA Division Community Planner or designee
- FTA Region VI Community Planner or designee
- Representative of Vance Air Force Base Engineering

### Transportation Policy Board Membership

#### Voting Members

- Mayor of the City of Enid
- Two Enid City Commissioners
- Mayor of the Town of North Enid or his designee
- Board of Garfield County Commissioner Chair or his designee
- NODA Executive Director or his designee
- District IV Transportation Commissioner or his designee
- ODOT District IV Engineer or his designee
- Enid Aviation Advisory Board Chair or his designee
- Enid Public Transportation Authority General Manager

#### Ex-Officio (Non-Voting) Members

- ODOT Government Affairs, Planning Branch Manager or his designee
- Representative of Northern Oklahoma Regional Transportation Planning Organization or his designee
- FHWA Division Administrator or designee
- FTA Region Administrator or designee
- Member of the Oklahoma House of Representatives as determined by those members representing the Chisholm Trail Metropolitan Planning Area
- The Oklahoma State Senator that represents the Chisholm Trail MPA or his designee
- Vance Air Force Base 71<sup>st</sup> FTW Commander or designee

## List of Acronyms

|        |                                                               |
|--------|---------------------------------------------------------------|
| 3C     | Continuing, Comprehensive, and Cooperative planning process   |
| ALOP   | Annual Listing of Obligated Projects                          |
| CFR    | Code of Federal Regulations                                   |
| FFY    | Federal Fiscal Year (October 1 - September 30)                |
| FY     | Fiscal Year (July 1 – June 30)                                |
| FHWA   | Federal Highway Administration                                |
| FTA    | Federal Transit Administration                                |
| IJA    | Infrastructure and Jobs Act                                   |
| MPA    | Metropolitan Planning Area                                    |
| LEP    | Limited English Proficiency                                   |
| MAP-21 | Moving Ahead for Progress in the 21 <sup>st</sup> Century Act |
| MOU    | Memorandum of Understanding                                   |
| MPO    | Metropolitan Planning Organization                            |
| MTP    | Metropolitan Transportation Plan                              |
| PL     | Transportation Planning                                       |
| PM     | Performance Management                                        |
| PPP    | Public Participation Process                                  |
| ODOT   | Oklahoma Department of Transportation                         |
| SPR    | State Planning and Research                                   |
| TAZ    | Transportation Analysis Zone                                  |
| TIP    | Transportation Improvement Program                            |
| TPB    | Transportation Policy Board                                   |
| TTC    | Transportation Technical Committee                            |
| UPWP   | Unified Planning Work Program                                 |

## FY 2026 AGREEMENT

### CHISHOLM TRAIL METROPOLITAN PLANNING ORGANIZATION CONTINUING, COOPERATIVE AND COMPREHENSIVE LONG RANGE TRANSPORTATION PLANNING

**FHWA PL FUNDS: Proj No.: PL 0350(041) EL, JP No.: 11771(14)**

**CFDA NUMBER: 20.205 (HIGHWAY PLANNING AND CONSTRUCTION)**

#### I PARTIES AND PURPOSE

This AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Oklahoma Department of Transportation and the Chisholm Trail Metropolitan Planning Organization (MPO) reaffirms the Metropolitan Transportation Planning process of the Chisholm Trail Metropolitan Planning Area (MPA). The above-cited parties to this AGREEMENT will hereinafter be referred to individually as the DEPARTMENT and Chisholm Trail MPO respectively or, individually or collectively as the PARTICIPANT and PARTICIPANTS. Frequent reference will be made in this AGREEMENT to the Federal Highway Administration and the Federal Transit Administration, United States Department of Transportation, hereinafter referred to as FHWA and FTA respectively.

The purpose of this AGREEMENT is to provide for DEPARTMENT pass through funding of the Metropolitan Transportation Planning activities within the MPA as identified in the FY 2026 Unified Planning Work Program (UPWP). The intent of this AGREEMENT is 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.

#### II EFFECTIVE DATE

The provisions of this AGREEMENT shall become effective on the day this Federal-aid project is authorized by FHWA. This AGREEMENT shall be effective until all funding provided under Section V has been expended but in no event shall the term of this AGREEMENT be extended beyond June 30, 2026 for expenditure of FHWA Metropolitan Planning Funds (PL Funds) without supplementation as provided by Section XVII of this AGREEMENT. This AGREEMENT may be terminated earlier upon thirty (30) days written notice by either party as provided for in Section XVIII of this AGREEMENT.

#### III ORGANIZATION

Policy direction, plan selection, and development of programs for plan implementation of the Chisholm Trail MPO Planning Process shall be vested in a Transportation Policy Board (TPB) whose membership and responsibilities are detailed in the Memorandum of Understanding dated February 28, 2024.

#### IV UNIFIED PLANNING WORK PROGRAM

The specific activities to be conducted and financed during the AGREEMENT period are prescribed in the FY 2026 UPWP. The UPWP details the tasks, work responsibilities, costs and funding sources of each activity to be undertaken within the MPA. The purpose and product of the UPWP will be a viable up-to-date twenty-year comprehensive multi-modal transportation plan for the MPA. Approval of the UPWP by the PARTICIPANTS, the TPB, and FHWA and will constitute acceptance of the UPWP as a part of this AGREEMENT, subject to the financing provisions of Section V herein.

## V FINANCING

The DEPARTMENT presently has funds available, allocated through FHWA, which may be used to facilitate Metropolitan Transportation Planning. Contingent upon the continued availability of such funds, the DEPARTMENT agrees to participate in the planning effort to be conducted within the MPA boundary as detailed in the UPWP. The PARTICIPANTS agree that the financing of the Chisholm Trail MPO as set forth in this AGREEMENT is as follows:

|                                                           |                             |
|-----------------------------------------------------------|-----------------------------|
| Annual Allocated FY 2026 FHWA PL Funds .....              | \$ 97,500.00                |
| Previous Year(s) Remaining Allocated FHWA PL Funds* ..... | \$ 90,000.00                |
| 2.5 % for Safe and Accessible Transportation** .....      | \$ 0.00                     |
| <b>Total FHWA PL Funds .....</b>                          | <b>\$ <u>187,500.00</u></b> |

All FHWA PL funding amounts are verified and accurate as of **March 24, 2025**

*\*Previous Year(s) Remaining Allocated FHWA PL Funds are at the discretion of the DEPARTMENT.*

*\*\*CTMPO has chosen not to obligate its FY26 Safe and Accessible Transportation funding at this time. CTMPO will combine and obligate multiple years of Safe and Accessible Transportation funding at a later date.*

Such funds shall be on the basis of direct and indirect actual auditable cost as stated in 23 Code of Federal Regulations (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 direct costs shall be limited to the equipment rental, equipment purchase, authorized travel, office supplies, printing costs, personnel salaries, legal fees, personnel selection and placement, personnel relocation expenses, office rent and other necessary expenses directly associated with actual work performed under this AGREEMENT. Allowable indirect cost will be determined in accordance with 2 CFR 200.414.

The financing provided by this AGREEMENT is for eighty percent (80%) of total actual auditable costs for the FHWA PL funds. The twenty percent (20%) of the costs are to be funded by the Northern Oklahoma Development Authority, local units of government and the Enid Public Transportation Authority through the Chisholm Trail MPO.

## VI AUDIT

As part of this AGREEMENT, Chisholm Trail MPO agrees to provide the DEPARTMENT with a Single Audit performed in accordance with the “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR 200 Subpart F to ensure compliance with federal and state laws, regulations and provisions of the AGREEMENT. The Single Audit will be performed by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. If federal or state exceptions are found, the PARTICIPANTS will resolve the outstanding issues as provided under Section VII.

## VII DISPUTES RELATED TO FINANCES

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, the details of such disagreement shall be forwarded to the Deputy Director of the DEPARTMENT and the Chairperson of Chisholm Trail MPO who jointly shall make the final determination.

## VIII PAYMENT

Payments for services described in the UPWP and this AGREEMENT shall be disbursed by the DEPARTMENT on the basis of documented monthly billings from Chisholm Trail MPO 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 progress reports. A final voucher for claims arising under this AGREEMENT shall be submitted within ninety (90) calendar days following the last day of the state fiscal year, June 30, or the termination of this AGREEMENT whichever comes first.

## IX PROGRESS REPORTS

Chisholm Trail MPO shall provide to the DEPARTMENT monthly 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 DEPARTMENT.

## X INSPECTION OF WORK

The DEPARTMENT 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 DEPARTMENT 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 anyone other than PARTICIPANTS. The DEPARTMENT shall maintain the responsibility of review and concurrence in all techniques and methodology utilized in this study.

## XI PROGRAM EQUIPMENT PROCUREMENT

Unless provided and budgeted, equipment to be purchased, constructed or rented in excess of \$1,000 dollars and purchased with DEPARTMENT funds, requires DEPARTMENT review and approval. The PARTICIPANT and/or the subrecipients shall provide a detailed list identifying each piece of equipment and/or instrument being requested for purchase.

All PROGRAM equipment, materials and services financed in whole or in part pursuant to this agreement shall be purchased by, and in the name of, the PARTICIPANT and/or the subrecipients in accordance with applicable State law and standards set forth in standards set forth in the U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R. part 200 and (FTA Circular 4220.1F, as amended). PROGRAM equipment, materials and services shall be purchased in conformity with the latest approved PROGRAM budget and stated within in the PROGRAM Application.

When a PARTICIPANT and/or the subrecipient has contracted out a portion of its federally funded operation or has passed through funding to a subcontractor competitive procurement requirements shall apply to the PARTICIPANT and/or subcontractor activities. In such circumstances, the procurement process of the PARTICIPANT and/or the subcontractor shall meet all state and federal requirements. Furthermore, the DEPARTMENT will maintain complete oversight to ensure PARTICIPANT/ subcontractor compliance. This requires written procurement procedures, overseeing selected procurement processes, and auditing the PARTICIPANT/ subcontractor as the DEPARTMENT deems necessary.

## XII RECORDS

The PARTICIPANT 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 DEPARTMENT, 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 DEPARTMENT with respect to the study. Copies of such records shall be furnished at cost to the DEPARTMENT.

## XIII 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 PARTICIPANT having the major funding responsibility for its development, subject to the applicable Federal and State laws and regulations.

## XIV INFORMATION AND REPORTS

All information, reports, proposals, brochures, summaries, written conclusions, graphic presentations and similar materials developed by Chisholm Trail MPO and/or its consultants and financed in whole or in part by the DEPARTMENT, 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 DEPARTMENT at the same time.

## XV PUBLICATION PROVISIONS

Chisholm Trail MPO and/or its consultants shall be free to copyright material developed under this AGREEMENT with the provision that the DEPARTMENT, FHWA and FTA reserve a royalty- free, nonexclusive, and irrevocable License to reproduce, publish or otherwise use, and to authorize others to use, the work for Government purposes. All reports published under this AGREEMENT shall contain a credit reference to FHWA and FTA such as "prepared in cooperation with the U.S. Department of Transportation, Federal Highway Administration and Federal Transit Administration."

## XVI TRAVEL

All out-of-state travel associated with the UPWP and payable under this AGREEMENT must have the written approval of the Chisholm Trail MPO Executive Director, who is the City Manager of Enid. A copy of the approved travel voucher must be sent to the DEPARTMENT, for information, prior to actual travel. Reimbursement claims for travel expenses: transportation, lodging, per diem and other miscellaneous expenses, shall not exceed the maximum allowed for State agencies under Oklahoma law.

## XVII AMENDMENTS OR MODIFICATION OF AGREEMENT

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

### XVIII 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 XXX 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, Chisholm Trail MPO shall deliver at cost to the DEPARTMENT all items mentioned in Sections X and XII of this AGREEMENT within thirty (30) calendar days following the effective termination date.

### XIX GOVERNMENT WIDE NONPROCUREMENT SUSPENSION AND DEBARMENT

The PARTICIPANT agrees to comply and assures the compliance of each third-party PARTICIPANT 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" (Attachment A2) shall be signed by the Chairperson of the Chisholm Trail MPO 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.

### XX 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" (Attachment A2) 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.

### XXI RESPONSIBILITY FOR CLAIMS AND LIABILITY

Chisholm Trail MPO and/or its consultants shall hold harmless the DEPARTMENT, FHWA and FTA from all suits, actions, or claims brought on account of any injuries or damages sustained by any person or property in consequence of any negligent acts or misconduct by Chisholm Trail MPO and/or its consultants or the negligent acts or misconduct of their subconsultants, agents, or employees arising from this AGREEMENT or on account of any claims or amount recovered for an infringement of patent, trademark, or copyright, or from any claim or amounts arising or recovered under the Workman's Compensation Laws or any other laws. Chisholm Trail MPO and/or its consultants shall not be released from such responsibility until all claims have been settled and suitable evidence to the effect furnished the DEPARTMENT.

XXII COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Chisholm Trail MPO and the DEPARTMENT 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" (Attachment A3) are made a part of this contract. The term PARTICIPANT or consultant shall mean Chisholm Trail MPO and/or its consultants.

- (1) Compliance with Regulations: The PARTICIPANT 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 subconsultants, including procurement of materials and leases of equipment. The PARTICIPANT 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 Attachment A3 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 PARTICIPANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the PARTICIPANT 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 PARTICIPANT 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 a PARTICIPANT is in the exclusive possession of another who fails or refuses to furnish this information, the PARTICIPANT 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 DEPARTMENT shall impose such contract sanctions as it, the FHWA or the FTA may determine to be appropriate including, but not limited to:
  - (a) withholding of payments to the PARTICIPANT under the contract until the PARTICIPANT complies, and/or
  - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The PARTICIPANT will include the provisions of paragraph (1) through (6) in every subcontract, including procurement of the Regulations, order, or instructions issued pursuant thereto. The PARTICIPANT 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 a PARTICIPANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the PARTICIPANT may request the State to enter into such litigation to protect the interests of the State, and, in addition, the PARTICIPANT may request the United States Attorney to enter into such litigation to protect the interests of the United States.

#### XXIII COMPLIANCE WITH MINORITY BUSINESS ENTERPRISE ACT

Chisholm Trail MPO and the DEPARTMENT agree to adhere to the requirements 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" (Attachment A5) is attached hereto and becomes part of this AGREEMENT.

#### XXIV COMPLIANCE WITH CERTIFICATION REGARDING LOBBYING

Chisholm Trail MPO 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" (Attachment A1) regarding lobbying is attached hereto and becomes part of this AGREEMENT.

#### XXV COVENANTS AGAINST CONTINGENT FEES

Chisholm Trail MPO 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 DEPARTMENT 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.

#### XXVI PRIOR UNDERSTANDING

This AGREEMENT sets forth the entire agreement and understanding of the parties hereto with respect to this transaction, and this AGREEMENT supersedes any and all other representations made by either party with respect to this transaction unless expressly set forth herein.

#### XXVII GOVERNING LAWS AND REGULATIONS

Chisholm Trail MPO and its subconsultants 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, Chisholm Trail MPO shall furnish the DEPARTMENT with satisfactory proof of its compliance therewith.

This AGREEMENT shall be governed and construed in accordance with the laws of the State of Oklahoma and the applicable rules, regulation, policies and procedures of the Oklahoma Transportation Commission.

## XXVIII HEADINGS

Article 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.

## XXIX BINDING EFFECT

This AGREEMENT shall be binding upon and inure to the benefit of the DEPARTMENT and Chisholm Trail MPO and shall be binding upon their successors and subject to the limitation of Oklahoma Law.

## XXX 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 DEPARTMENT, 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:

Department of Transportation  
Multi-Modal & Planning Division  
200 Northeast 21st Street  
Oklahoma City, Oklahoma 73105-3204

(Agenda and meeting notices, because of their volume, may be sent by third class mail or by electronic transmission)

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

Chisholm Trail Metropolitan Planning Organization  
Taylor Massey  
401 W. Owen K Garriott Rd  
Enid, OK 73701

## XXXI 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.

### XXXII COUNTERPARTS

This agreement may be executed in counterparts, including by means of facsimile or electronic signature pages, any of which need not contain the signature of more than one party and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

### XXXIII EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this agreement, the CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. The CONSULTANT shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age, or national origin. Such actions shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT further agrees to insert a similar revision in all subcontracts except for standard commercial supplies or raw materials.

IN WITNESS WHEREOF, the Chairperson of the Chisholm Trail Metropolitan Planning Organization has set his/her hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2025 and the Deputy Director of the Oklahoma Department of Transportation has set his/her hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**CHISHOLM TRAIL METROPOLITAN PLANNING ORGANIZATION:**

Reviewed and Approved  
as to Legality and Form:

|                   |               |                                                                   |               |
|-------------------|---------------|-------------------------------------------------------------------|---------------|
| _____<br>Attorney | _____<br>Date | _____<br>Chairperson                                              | _____<br>Date |
|                   |               | Chisholm Trail MPO<br>401 W. Owen K Garriott Rd<br>Enid, OK 73701 |               |
|                   |               | Federal Tax ID Number: <u>99-1306608</u>                          |               |

**OKLAHOMA DEPARTMENT OF TRANSPORTATION:**

Recommended:

\_\_\_\_\_  
Multi-Modal & Planning  
Division Manager

\_\_\_\_\_  
Date

Reviewed and Approved  
as to Legality and Form:

Approved:

|                          |               |                          |               |
|--------------------------|---------------|--------------------------|---------------|
| _____<br>General Counsel | _____<br>Date | _____<br>Deputy Director | _____<br>Date |
|--------------------------|---------------|--------------------------|---------------|

**OKLAHOMA DEPARTMENT OF TRANSPORTATION****INDEX****ATTACHMENT A – FEDERAL HIGHWAY ADMINISTRATION CONTRACT REQUIREMENTS**

- A1. US DOT Certification for Federal-Aid Contracts
- A2. US DOT Certification of Eligibility
- A3. Title VI of the Civil Rights Act of 1964
- A4. Drug Free Workplace
- A5. Disadvantaged Business Enterprises Policy Statement
- A6. Federal Highway Administration Contract Requirements

**ATTACHMENT B – STATUTORY CERTIFICATION**

## OKLAHOMA DEPARTMENT OF TRANSPORTATION

### ATTACHMENT A1

#### US DOT CERTIFICATION FOR FEDERAL-AID CONTRACTS

The Prospective Participant, \_\_\_\_\_, (Consultant), certifies, by signing and submitting this bid or proposal, 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 any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.
  
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 federal 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 contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report lobbying", in accordance with its instructions.
  
3. The consultant shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, 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, US 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 failure.

**OKLAHOMA DEPARTMENT OF TRANSPORTATION**

**ATTACHMENT A2**

**US DOT CERTIFICATION OF ELIGIBILITY**

The Prospective Participant, \_\_\_\_\_, (Consultant), certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, states:

a) That he or she is the Prospective Participant or fully authorized agent of the Prospective Participant in this project which involves federal funding, and has full knowledge and authority to make this certification.

b) That, except as noted below, \_\_\_\_\_  
(Prospective Participant)

or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor or accountant, project superintendent, or any person in a position involving the administration of federal funds:

a. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; and

b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; and

c. does not have a proposed debarment pending; and

d. has not had any public transaction (federal, state, or local) terminated within the preceding three (3) years for cause or default; and

e. has not been indicted, convicted, or had a civil judgment rendered against any of the aforementioned 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)**. For any exception noted, indicate on the reverse side of this page to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

# OKLAHOMA DEPARTMENT OF TRANSPORTATION

## ATTACHMENT A3

### TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

#### ASSURANCES

(hereinafter referred to as the Consultant) HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 42 U.S.C. 2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations), and other pertinent directives to the end that, in accordance with the Act, regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Consultant receives Federal financial assistance from the Department of Transportation, including the Federal Highway Administration; and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by Subsection 21.7(a) (1) of the Regulations, a copy of which is attached.

More specifically and without limiting the above general assurance, the Consultant hereby gives the following specific assurances with respect to its Federal-aid Highway Program:

1. That the Consultant agrees that each "program" and each "facility," as defined in Subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted or will be (with regard to a "facility") operated in compliance with all requirements imposed by or pursuant to the Regulations.
2. That the Consultant shall insert the following notification in all solicitations for bids for work or materials subject to the regulations made in connection with the Federal-aid Highway Program and, in adapted form, in all proposals for negotiated agreements:

In accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4, and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation, issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

3. That the Consultant shall insert the clauses of Appendix A of this assurance in every contract subject to the Act and the Regulations.
4. That the clauses of Appendix B of this assurance shall be included, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where the Consultant receives federal financial assistance to construct a facility or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
6. That where the Consultant receives federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
7. That the Consultant shall include the appropriate clauses set forth in Appendix C of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Consultant with other parties (a) for the subsequent transfer of real property acquired or improved under the Federal-aid Highway Program; and (b) for the construction or use of, or access to space on, over, or under, real property acquired or improved under the Federal-aid Highway Program.
8. That this assurance obligates the Consultant for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein, or structures or improvements thereon; in which case the assurance obligates the Consultant or any transferee for the longer of the following periods: (a) the period during which the property used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; of (b) the period during which the Consultant retains ownership or possession of the property.
9. The Consultant shall provide for such methods of administration for the program as are found by the Secretary of Transportation, or the official to whom he or she delegates specific authority, to give reasonable guarantee that it, other recipients, sub-grantees, contractors, sub-contractors, transferees, successors in interest; and other participants of federal financial assistance under such program will comply with all requirements imposed by or pursuant to the Act, the Regulations, and this assurance.
10. The Consultant agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts, or other federal financial assistance extended after the date hereof to the Consultant by the Department of Transportation under the federal-aid Highway Program and is binding on it, other recipients, sub-grantees, contractors, sub-contractors, transferees, successors in interest, and other participants in the federal-aid Highway Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Consultant.

Attachments:

Appendices A and E

## APPENDIX A

During the performance of this contract, the consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “consultant”) agrees as follows:

1. **Compliance with Regulations:** The consultant will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of sub-consultants, including procurements of materials and leases of equipment. The consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives 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 Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a consultant’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the consultant under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The consultant will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the consultant becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the consultant may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the consultant may request the United States to enter into the litigation to protect the interests of the United States.

## APPENDIX E

During the performance of this contract, the consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “consultant”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### Pertinent Non-Discrimination Authorities:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49CFR Part 21.
2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
3. Federal-Aid highway Act of 1973, (29 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987, (PL 100-209), Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities of the Federal-aid recipients, sub-recipients and consultants, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. § § 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

## OKLAHOMA DEPARTMENT OF TRANSPORTATION

### ATTACHMENT A4

#### DRUG FREE WORKPLACE

1. The Consultant, \_\_\_\_\_, certifies that (s)he will continue to provide a drug free workplace by:
  - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Consultant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - b. Establishing an ongoing drug free awareness program to inform employees about:
    - i. The dangers of drug abuse in the workplace;
    - ii. The Consultant's policy of maintaining a drug free workplace;
    - iii. Any available drug counseling, rehabilitation and employee assistance programs; and
    - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - c. Making it a requirement that each employee that will be engaged in the performance of the project be given a copy of the statement required by paragraph a;
  - d. As a condition of employment under the project, the employee will;
    - i. Abide by the terms of the statement, and;
    - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
  - e. Notifying the Department and the Federal Highway Administration in writing, within ten (10) calendar days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every project officer or other designee on whose project activity the convicted employee was working, unless the Federal Highway Administration has designated a central point for the receipt of such notices. Notice shall include the identification numbers of each affected project.
  - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted.
  - g. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973; as amended, or;

- h. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- i. Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

**OKLAHOMA DEPARTMENT OF TRANSPORTATION****ATTACHMENT A5****DISADVANTAGED BUSINESS ENTERPRISES POLICY STATEMENT**

1. It is the policy of the Department to ensure that Disadvantaged Business Enterprises (D.B.E.) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Contract. Consequently the D.B.E. requirements of 49 CFR Part 26 apply to this Contract. These provisions apply to all federal-aid projects, regardless if there is a DBE goal.
2. The Department or its Consultants which are recipients of Federal-aid funds agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and sub-contracts financed in whole or in part with federal funds provided under this Contract. In this regard, the Department and its Consultants shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts.
3. The Consultant must follow the requirements outlined in the DBE Program Manual, located at <https://oklahoma.gov/odot/business-center/civil-rights/publications--posters-and-brochures.html>
4. Failure to carry out the requirements set forth above shall constitute a breach of Contract, and, after the notification of the Department, may result in termination of the Contract by the Department or other such remedy as the Department deems appropriate.

OKLAHOMA DEPARTMENT OF TRANSPORTATION

ATTACHMENT A6

FEDERAL HIGHWAY ADMINISTRATION CONTRACT REQUIREMENTS

Assurances and Certifications of the Consultant

STATE OF \_\_\_\_\_ )

) §

COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, of lawful age, hereby certifies under the laws of the United States and the State of Oklahoma, states:

That he or she, whether as an individual, a member of said co-partnership or officer of said Corporation is the fully authorized agent of \_\_\_\_\_ (Consultant), further identified as the prospective participant in this project which involves Federal funding, and has full knowledge and authority to make the assurances and certifications associated with the Federal Highway Administration Contract Requirements referenced below; and that:

1. The prospective participant is currently in compliance with the referenced requirements.
2. The prospective participant will act with regard and to remain in compliance with the referenced requirements for the life of this contract.

Federal Highway Administration Contract Requirements

- B1. US DOT Certification for Federal-Aid Contracts
- B2. US DOT Certification of Eligibility
- B3. Title VI of the Civil Rights Act of 1964
- B4. Drug Free Workplace
- B5. Disadvantaged Business Enterprises Policy Statement
- B6. Federal Highway Administration Contract Requirements

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## OKLAHOMA DEPARTMENT OF TRANSPORTATION ATTACHMENT B – STATUTORY CERTIFICATION

The undersigned hereby certifies to the following statutory requirements:

A. Pursuant to Title 74 O.S. § 85.22, I certify:

1. I am the duly authorized agent of the contractor, for the purpose of certifying facts pertaining to the existence of collusion among and between bidders and suppliers and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in connection with the prospective acquisition;
2. I am fully aware of the facts and circumstances surrounding the acquisition or making of the bid to which this statement relates and have been personally and directly involved in events leading to the acquisition or submission of such bid; and
3. Neither the business entity that I represent in this certification nor anyone subject to the business entity's direction or control has been a party:
  - a. to any collusion among bidders or suppliers in restraint of freedom of competition by agreement to bid or contract at a fixed price or to refrain from bidding or contracting,
  - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. to any discussions between bidders or suppliers and any state official concerning exchange of money or other thing of value for special consideration in connection with the prospective contract.

B. I certify pursuant to 74 OS §85.22, if awarded the contract, whether competitively bid or not, neither the business entity I represent nor anyone subject to the business entity's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of this state any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement relates.

C. I certify pursuant to Title 74 O.S. § 85.42, that no person who has been involved in any manner in the development of this Agreement while employed by the State of Oklahoma shall be employed to fulfill any of the services provided under this contract.

D. That, to the best of my knowledge and belief, the contractor has not previously entered into a contract with the Oklahoma Department of Transportation or any other agency of the State of Oklahoma which could result in a substantial duplication of the services required by this contract and is not currently debarred or suspended from contracting with the State of Oklahoma.

E. That the contractor 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 contractor.

F. In full compliance with Title 74 O.S. § 582, the contractor certifies that the contractor is not currently engaged in a boycott of goods or services from Israel.

G. I certify pursuant to Title 74 O.S. § 12005 that the contractor does not boycott energy companies and will not boycott energy companies during the term of this contract.

Certified by the contractor's authorized representative, DATED: \_\_\_\_\_

\_\_\_\_\_  
CERTIFIER

**JOINT CERTIFICATION STATEMENT FOR THE METROPOLITAN TRANSPORTATION PLANNING PROCESS  
BY THE OKLAHOMA DEPARTMENT OF TRANSPORTATION AND THE CHISHOLM TRAIL METROPOLITAN  
PLANNING ORGANIZATION**

1. The Chisholm Trail Metropolitan Planning Organization (MPO) approved Bylaws on February 21, 2024 outlining the purpose and membership of the Transportation Policy Board (TPB) and the Transportation Technical Board (TTB).
2. The Chisholm Trail MPO, Oklahoma Department of Transportation (ODOT), and the Enid Public Transit Authority (EPTA) executed a Memorandum of understanding (MOU) on February 28, 2024, to carry out the comprehensive, cooperative, and continuing metropolitan transportation planning process in the Chisholm Trail Metropolitan Planning Area (MPA).
3. The Chisholm Trail MPO hereby certifies that it is carrying out the comprehensive, cooperative, and continuous metropolitan transportation planning process for the area in accordance with the applicable requirements of:
  - a. 23 U.S.C. 134, 49 U.S.C. 5303, and this subpart;
  - b. Sections 174 and 176(c) and (d) of the Clean Air Act, as amended (42 U.S.C. 7504, 7506(c) and (d)) and 40 CFR part 93;
  - c. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-1) and 49 CFR part 21;
  - d. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity.
  - e. Section 1101 (b) of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) (Pub. L 109-59) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises (DBEs) in USDOT funded projects;
  - f. 23 CFR part 230 regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
  - g. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et. Seq.) and 49 CFR parts 27, 37 and 38;
  - h. The Older Americans Act, as amended (42 U.S.C. 6101) prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
  - i. Section 324 of Title 23 U.S.C. regarding the prohibition of discrimination based on gender; and
  - j. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.
4. In Fiscal Year (FY) 2026 emphasis will be in the following areas:
  - a. Maintain the Chisholm Trail MPO website;
  - b. Data collection and development of the Metropolitan Transportation Plan;
  - c. Update the Transportation Improvement Program (TIP);
  - d. Review Functional Class and submit revisions to ODOT;
  - e. Establish Performance Management (PM) targets for the MPA; and

- f. Attend training to further enhance the MPO staff’s understanding of the transportation planning process.

Based upon the enumerations mentioned above, ODOT and the Chisholm Trail MPO declare that the Chisholm Trail MPA has an effective, ongoing, comprehensive, cooperative, and continuous transportation planning process addressing the major issues facing the Chisholm Trail Metropolitan Area and is being conducted according to all applicable laws and regulations. Consequently, the Metropolitan Transportation Planning Process in the Chisholm Trail Metropolitan Area has been certified.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2025

Chisholm Trail Metropolitan Planning Organization:

\_\_\_\_\_  
Chairman

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2025

Oklahoma Department of Transportation:

\_\_\_\_\_  
Deputy Director

**A MEMORANDUM OF UNDERSTANDING BETWEEN THE CHISHOLM TRAIL  
PLANNING ORGANIZATION AND THE CITY OF ENID FOR THE CHISHOLM  
TRAIL METROPOLITAN AREA**

This Memorandum of Understanding (MOU) is made and entered into by and between the Chisholm Trail Metropolitan Planning Organization (MPO) and the City of Enid, a municipal corporation.

**WHEREAS**, the 2020 US Census established that Enid, Oklahoma exceeded 50,000 in population and the Oklahoma Governor designated a new MPO, specifically the Chisholm Trail MPO on December 29, 2023 that includes Enid, The Town of North Enid and part of Garfield County.

**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 receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. The purpose of this MOU is to provide financial support for the transportation planning activities in the Chisholm Trail Metropolitan Planning Area (MPA) as set forth in the Unified Planning Work Program (UPWP). The UPWP details the work to be accomplished in the metropolitan transportation planning process, identifying who will do the work, and the products.
2. A portion of the funding for the transportation planning activities within the Chisholm Trail MPA is provided by the United States Department of Transportation, the Federal Highway Administration (FHWA), and the Federal Transit Administration (FTA), through the auspices of the Oklahoma Department of Transportation (ODOT) to Chisholm Trail MPO.
3. This MOU will be legally binding upon execution by both parties and the MOU will become effective on the day federal financial support is authorized by the FHWA and FTA and will continue from year to year, unless terminated upon sixty (60) days written notice by either the Chisholm Trail MPO or the City of Enid.
4. Funding for the transportation planning of the MPA comes from three sources: the FHWA PL fund, the FTA Section 5303 Fund and the local match from the City of Enid. Federal funds will reimburse up to eighty percent of the qualified work, identified in the UPWP. The remaining twenty percent will be provided by the City of Enid.
5. Funds will be provided based upon an agreed distribution formula developed by ODOT and approved by FHWA. The Infrastructure and Jobs Act (IIJA) requires two and half percent of the PL funds be set aside for complete street planning activities each fiscal year. Total federal funds applied for will be determined by the agreed upon distribution formula.

*\*CTMPO has chosen not to obligate its annual Safe and Accessible Transportation funding allocations at this time. CTMPO will combine and obligate multiple years of Safe and Accessible Transportation funding at a later date.*

6. These funds are provided on a reimbursement basis. Expenses incurred by the Chisholm Trail MPO will be subtracted from the grant prior to reimbursement to the City of Enid within ninety days of the end of the fiscal year.

This MOU was approved by the Transportation Planning Board of the Chisholm Trail MPO at its meeting on \_\_\_\_\_, 2025.

\_\_\_\_\_  
David M. Mason, Chairman

(SEAL)

ATTEST:

\_\_\_\_\_  
Summer Anderson, Secretary of MPO

This MOU was approved by the Mayor and Board of Commissioners of the City of Enid at its meeting on \_\_\_\_\_, 2025.

The City of Enid

[SEAL]

\_\_\_\_\_  
David M. Mason, Mayor

ATTEST:

\_\_\_\_\_  
Summer Anderson, City Clerk

Approved as to Form and Legality:

\_\_\_\_\_  
Carol Lahman, City Attorney

**A MEMORANDUM OF UNDERSTANDING BETWEEN THE CHISHOLM TRAIL  
PLANNING ORGANIZATION AND THE CITY OF ENID FOR THE CHISHOLM  
TRAIL METROPOLITAN AREA**

This Memorandum of Understanding (MOU) is made and entered into by and between the Chisholm Trail Metropolitan Planning Organization (MPO) and the City of Enid, a municipal corporation.

**WHEREAS**, the 2020 US Census established that Enid, Oklahoma exceeded 50,000 in population and the Oklahoma Governor designated a new MPO, specifically the Chisholm Trail MPO on December 29, 2023 that includes Enid, The Town of North Enid and part of Garfield County.

**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 receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. The purpose of this MOU is to provide financial support for the transportation planning activities in the Chisholm Trail Metropolitan Planning Area (MPA) as set forth in the Unified Planning Work Program (UPWP). The UPWP details the work to be accomplished in the metropolitan transportation planning process, identifying who will do the work, and the products.
2. A portion of the funding for the transportation planning activities within the Chisholm Trail MPA is provided by the United States Department of Transportation, the Federal Highway Administration (FHWA), and the Federal Transit Administration (FTA), through the auspices of the Oklahoma Department of Transportation (ODOT) to Chisholm Trail MPO.
3. This MOU will be legally binding upon execution by both parties and the MOU will become effective on the day federal financial support is authorized by the FHWA and FTA and will continue from year to year, unless terminated upon sixty (60) days written notice by either the Chisholm Trail MPO or the City of Enid.
4. The City of Enid in accordance with 23 CFR 450.314 will:
  - a. Work in consultation with the MPO and the Enid Public Transportation Authority (EPTA) in developing short-range and long-range plans for transit for inclusion in the Metropolitan Transportation Plan (MTP).
  - b. Assist in validation of data used as input into the transportation plan.
  - c. Work in consultation with the MPO and ODOT in developing the financial plan for the MTP.
  - d. Work in consultation with the MPO and ODOT in developing the financial plan for the Transportation Improvement Program (TIP).

- e. Provide the MPO with the annual list of transit obligated projects.
  - f. Serve on the MPO Technical Committee and Policy Board as applicable.
  - g. Notify the MPO of changes to projects that would affect the MTP or TIP.
  - h. Invite the MPO and the EPTA to participate in all public participation processes.
  - i. Establish transit asset management performance targets and share with the MPO, the EPTA, and other interested parties.
5. Funding for the transportation planning of the MPA comes from three sources: the FHWA PL fund, the FTA Section 5303 Fund and the local match from the City of Enid. Federal funds will reimburse up to eighty percent of the qualified work, identified in the UPWP. The remaining twenty percent will be provided by the City of Enid.
  6. FTA Section 5303 funds are federal funds and will reimburse up to 80% of qualified work (identified in the UPWP). The remaining 20% will be provided by the City of Enid through the MPO. THE UPWP outlines the budget for Section 5303 transit planning funds.
  7. These funds are provided on a reimbursement basis. Expenses incurred by the MPO for the projects listed in the UPWP will be subtracted from the grant prior to reimbursement to the City of Enid. These projects will be funded 80% FHWA PL & FTA Section 5303 grants and 20% City of Enid.
  8. The MPO agrees to reimburse the City of Enid in an amount not to exceed Section 5303 grant funds apportioned for the fiscal year within ninety days of the end of the fiscal year. Payments can be delayed by the MPO director if there is concern that the reimbursement might negatively impact the operating account of the MPO creating an unbudgeted liability on the City of Enid.
  9. Through this MOU the MPO agrees to provide a portion of the initial funding for transit planning activities. Through this MOU the City of Enid agrees to provide a portion of the initial funding for transit planning activities and provide the local matching funds.

This MOU was approved by the Transportation Planning Board of the Chisholm Trail MPO at its meeting on \_\_\_\_\_, 2025.

\_\_\_\_\_  
David M. Mason, Chairman

(SEAL)

ATTEST:

\_\_\_\_\_  
Summer Anderson, Secretary of MPO

This MOU was approved by the Mayor and Board of Commissioners of the City of Enid at its meeting on \_\_\_\_\_, 2025.

The City of Enid

[SEAL]

\_\_\_\_\_  
David M. Mason, Mayor

ATTEST:

\_\_\_\_\_  
Summer Anderson, City Clerk

Approved as to Form and Legality:

\_\_\_\_\_  
Carol Lahman, City Attorney

**AGREEMENT**

for

**PROFESSIONAL ENGINEERING SERVICES**

between the

**CITY OF ENID, OKLAHOMA**

and

**POE & ASSOCIATES, INC.**

of

Oklahoma City, Oklahoma

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**2050 METROPOLITAN TRANSPORTATION PLAN**

Contract Date: June 17, 2025

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## **AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES**

**THIS AGREEMENT** is made by and between the City of Enid, an Oklahoma Municipal Corporation, hereinafter referred to as the “City,” and Poe & Associates, Inc., 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 City of Enid, Oklahoma; and,

**WHEREAS**, the City 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 City 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 City 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 City in accordance with completion time as listed in Attachment “B,” entitled “Scope of Services,” 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 City 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 Two Hundred Thousand dollars (\$200,000.00), as set out in Attachment “A,” entitled “Scope of Services,” 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 City. 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 City, 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 City.
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 City for services performed under Article IV of this Agreement shall be as agreed upon between the City 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 City 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 City 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 City after acceptance of same upon the Engineer's delivering or otherwise making available to the City 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 City.

## **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 City of Enid 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 City 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 City, 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 City prior to the City 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 City 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 City 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 City and may be reproduced, distributed and published in whole or in part by the City 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 City 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 City 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 City 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 City 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, City 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.

Date: \_\_\_\_\_

“City”  
The City of Enid,  
An Oklahoma Municipal Corporation

\_\_\_\_\_  
David Mason, Mayor

(SEAL)

Attest:

\_\_\_\_\_  
Summer Anderson, City Clerk

Date: \_\_\_\_\_

“Engineer”  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

Approved as to Form:

\_\_\_\_\_  
Carol Lahman, City Attorney

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- 1.1 Kick-Off and Project Management Meeting
- 1.2 Ongoing Project Management
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- 2.3 Air Quality
- 2.4 Safety and Congestion
- 2.5 Transit
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- 3.2 Engagement Approach
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- 6.3 Stakeholder Feedback Web Maps
- 6.4 Project Website or Content Package

## Task 1: Project Administration

Effective project administration is the foundation to successful development and timely delivery of the CTMPO 2050 Metropolitan Transportation Plan (MTP). Our team will lead a structured and collaborative planning process that ensures alignment with CTMPO goals, compliance with federal and state regulations, and ongoing communication with staff, stakeholders, and the public. Task 1 consists of four core components, each with associated deliverables and ongoing responsibilities.

### 1.1 Kick-Off and Project Management Meetings

#### Objective:

Establish a clear understanding of the project scope, schedule, roles, deliverables, communication expectations, and criteria through a formal project kickoff and regularly scheduled meetings.

#### Scope of Work:

- Coordinate and conduct a combination in-person and virtual 60-minute formal Project Kick-Off Meeting with CTMPO staff and relevant stakeholders. This meeting will cover:
  - Review of the approved scope of work
  - Proposed project schedule and major milestones
  - Public and stakeholder engagement approach
  - Deliverable expectations
  - Roles and responsibilities of CTMPO and consultant staff
- Develop and distribute a meeting summary and action items.
- Schedule and facilitate monthly project coordination calls or virtual meetings with CTMPO staff to maintain consistent communication, address issues, and ensure progress on deliverables.

#### Deliverables:

- Kick-Off Meeting Agenda and Presentation Materials
- Kick-Off Meeting Summary Notes with Action Items
- Monthly Project Meeting Agendas and Summary Notes

### 1.2 Ongoing Project Management

#### Objective:

Implement a project management approach that includes communication, scheduling, task tracking, documentation, and budgeting to ensure on-time and within-budget delivery.

#### Scope of Work:

- Develop and maintain a Project Management Plan including:
  - Scope and task tracking

**CHISHOLM TRAIL METROPOLITAN PLANNING ORGANIZATION**  
**2050 METROPOLITAN TRANSPORTATION PLAN**  
**SCOPE OF SERVICES**



- Responsibility assignments
- Schedule and review cycles
- Budget and billing tracking system
- Communication protocol
- Provide monthly status reports summarizing:
  - Completed tasks and current progress
  - Upcoming activities and milestones
  - Budget status and expenditures to date
  - Summary of public engagement activities (if applicable)
- Submit monthly invoices with documentation of completed work.
- Provide monthly email updates to CTMPO staff that highlight ongoing activities and upcoming items.

**Deliverables:**

- Project Management Plan
- Monthly Written Progress Reports
- Monthly Email Updates
- Monthly Invoices

### 1.3 CTMPO Technical Committee Involvement

**Objective:**

Ensure the CTMPO Technical Committee is engaged throughout the project to provide technical and policy input, review draft materials, and guide the planning process.

**Scope of Work:**

- Coordinate with CTMPO staff to schedule periodic virtual meetings with the CTMPO Technical Committee.
- Prepare and present project updates, technical findings, draft deliverables, and recommendations.
- Develop presentation materials tailored to committee needs and facilitate discussion.
- Document feedback and action items to inform subsequent phases of work.
- Participate in additional work sessions as needed.

**Deliverables:**

- Technical Committee Presentation Materials
- Meeting Summaries
- Technical Committee Engagement

## 1.4 Public Engagement and Communication Plan

### Objective:

Develop and implement a plan for communication with the public and stakeholders throughout the 2050 MTP process, including historically underserved populations and Limited English Proficiency (LEP) communities.

### Scope of Work:

- Develop a Public Engagement and Communication Plan that outlines:
  - Public involvement goals and objectives
  - Target audiences
  - Strategy for virtual and in-person engagement
  - Timeline of public input opportunities
  - Support coordination with local media, elected officials, and community partners
  - Compliance with Title VI and LEP requirements, including translation of materials
- Coordinate with CTMPO to promote opportunities for public involvement.
- Maintain clear and consistent messaging throughout the plan development process.

### Deliverables:

- Public Engagement and Communication Plan
- LEP Outreach
- Calendar of Public Engagement Activities
- Communications Toolkit (press releases, flyers, social media content)

### Summary of Task 1 Deliverables:

| Subtask | Deliverable                                                                  |
|---------|------------------------------------------------------------------------------|
| 1.1     | Kick-off meeting agenda, presentation, and summary                           |
| 1.2     | Project Management Plan, Monthly Reports, Monthly Updates, Invoices          |
| 1.3     | Technical Committee Presentations                                            |
| 1.4     | Public Engagement and Communication Plan, LEP Compliance, Outreach Materials |

## Task 2: Document Current Socioeconomic and Transportation Conditions

### Overview

Understanding the current and future conditions of the region is essential for effective long-range transportation planning. This task outlines the process for gathering, reviewing, and socioeconomic, environmental, and transportation-related data to inform the development of the CTMPO 2050 Metropolitan Transportation Plan.

### 2.1 Collect Socioeconomic Data

The Consultant team will collect socioeconomic data to review existing conditions and trends related to Chisholm Trail MPO's population and economy. This will include identifying and leveraging available data sources related to regional population, age, demographics, vehicle access, employment, education, and median household income. The team will analyze relevant economic data to understand the region's industry base, employment patterns, and economic context. Key data sources may include Woods & Poole, U.S. Census, Local Household Employment Dynamics (LHED), U.S. Bureau of Economic Analysis (USBEA), and other publicly available resources. Final socioeconomic factors for inclusion in the plan will be coordinated and confirmed with CTMPO staff.

#### Deliverables:

- Summary of current socioeconomic conditions
- Data tables and maps of key demographic and economic indicators
- Documentation of data sources used

### 2.2 Review 2050 Future Data

This subtask includes a review of the 2050 forecast data, including both socioeconomic and transportation revenue projections. Following the analysis of historical and existing trends, the Consultant will utilize available forecasts of population and employment to the 2050 horizon year. Woods & Poole data, to which the team has access, will be used as a primary source. These socioeconomic forecasts will inform the team and help assess future transportation needs. In addition, the team will develop a basic transportation revenue forecast for the region, which will include a review of historical revenues and funding sources. The resulting forecast will provide a reasonable basis for identifying fiscally feasible projects through the MTP horizon.

**Deliverables:**

- Socioeconomic forecasts for 2050
- Transportation revenue forecast summary
- Methodology and assumptions documentation

## 2.3 Air Quality

The Consultant will produce an air quality report for the MPO region by reviewing current and historic data from monitoring sites using information provided by the Oklahoma Department of Environmental Quality. The report will include air quality trends and serve as a foundation for projecting future impacts. As part of this task, the team will inform CTMPO of the potential effects of future travel activity in the region based on fiscally feasible projects through the MTP horizon.

**Deliverables:**

- Air quality report
- Supporting charts, graphs, and maps as needed

## 2.4 Safety and Congestion

The Consultant will perform various safety analyses to understand the current risks and concerns associated with the region's transportation system. This will include the analysis of crashes resulting in severe injuries and fatalities, as well as the identification of causal factors where data is available. Because safety is often related to congestion, the Consultant will also consider current and likely future travel patterns. These evaluations will identify locations of concern for both safety and congestion, supporting future project selection and prioritization.

**Deliverables:**

- Crash analysis and safety report
- Congestion review based on current and future conditions
- Mapping of critical locations and corridors

## 2.5 Transit

The Consultant will review existing and historic transit ridership and availability within the MPO region. This includes mapping the existing transit network. The team will also review transit agency ridership reports and commuting trends to assess the region's transit usage and identify opportunities for improvement. This will help the MPO evaluate current transit performance and identify where future investments could improve access and reduce barriers.

**Deliverables:**

- Existing transit network map and service area review
- Ridership summary and supporting data

## 2.6 Active Transportation

The Consultant will help CTMPO evaluate opportunities to improve active transportation options throughout the region. This includes reviewing the existing bicycle and pedestrian network, mapping infrastructure, and analyzing mode share for walking and biking. Understanding current conditions will support the identification of gaps and inform project and system improvements.

**Deliverables:**

- Active transportation network analysis
- Mapping of pedestrian and bicycle facilities
- Summary of mode share data and key findings

## 2.7 List of 2050 Projects

The Consultant will collaborate with CTMPO, regional partners, and local governments to identify a list of multimodal projects and programs through 2050. The resulting project list will support the next steps in project evaluation and prioritization.

**Deliverables:**

- Draft list of projects through 2050

## 2.8 Project 2050 Costs and Performance

CTMPO will provide the consultant team with historic revenue values and the consultant team will utilize a simple approach to extend/forecast revenue for the life of the plan based on historic trends. The Consultant will work with CTMPO and key stakeholders to develop project selection criteria. Evaluation metrics may include:

- Safety risk reduction
- Vehicle miles traveled (VMT) and travel time impacts
- Multimodal connectivity and access
- Project readiness
- Geographic distribution and system redundancy
- Congestion relief and reliability
- Regional economic impacts

**CHISHOLM TRAIL METROPOLITAN PLANNING ORGANIZATION**  
**2050 METROPOLITAN TRANSPORTATION PLAN**  
**SCOPE OF SERVICES**



The results will support the creation of a project list through a combination of quantitative and qualitative reviews.

**Deliverables:**

- Project summary
- Evaluation results
- Stakeholder workshop materials and results

## 2.9 Develop Travel Demand Forecast

The Consultant will develop a Travel Demand Forecast to support the 2050 MTP. Using a combination of regional datasets and procured StreetLight data, the team will review the trends to inform travel needs through 2050.

**Planning-Level Forecasting**

- Utilizes StreetLight and other relevant data to estimate trip patterns
- Apply basic trend forecast to evaluate future capacity needs and travel volumes
- Provide insights with minimal technical requirements for long-term CTMPO maintenance

**Deliverables:**

- Travel Demand Forecast
- Recommendations for forecast use and maintenance by MPO staff

**Summary of Task 2 Deliverables**

| Subtask | Deliverable                                                       |
|---------|-------------------------------------------------------------------|
| 2.1     | Socioeconomic conditions with maps and tables                     |
| 2.2     | Socioeconomic and revenue report                                  |
| 2.3     | Air quality report memo                                           |
| 2.4     | Safety and congestion report                                      |
| 2.5     | Transit ridership and accessibility review                        |
| 2.6     | Active transportation network and mode share review               |
| 2.7     | 2050 multimodal project list                                      |
| 2.8     | Cost estimates, evaluation criteria, and constrained project list |
| 2.9     | Travel Demand Forecast                                            |

## Task 3: Public Engagement

Creating a strong and inclusive public engagement experience is key to the success of the 2050 MTP. This planning effort will reflect the values and voices of the community. Our team will work closely with CTMPO staff and stakeholders to design and implement an outreach program that is educational, visually engaging, accessible to all, and yields actionable input that informs the development of 2050 MTP goals and objectives.

### 3.1 Communication Strategy and Brand Identity

**Objective:**

Develop a clear and consistent communications “brand” that communicates the CTMTP’s purpose, vision, goals and objectives.

**Scope of Work:**

- Establish a unified look and feel for the 2050 MTP communications, including logo, colors, taglines, and messaging framework.
- Craft clear messaging to help the public understand:
  - What is the Metropolitan Transportation Plan
  - Why is it being developed
  - How individuals can get involved
  - Why their input matters

**Deliverable:**

- A clear and consistent communications brand and toolkit that includes messaging templates, FAQs, visuals, and outreach materials for web and print

### 3.2 Engagement Approach

**Objective:**

Evaluate and recommend tools to create a robust, interactive, and inclusive engagement experience.

**Scope of Work:**

- Develop in-person and online engagement formats and tools
- Develop an approach that combines innovation, ease of use, and effectiveness
- Present the proposed strategy to the CTMTP committees for input and refinement
- Ensure alignment with CTMPO’s public engagement goals and preferences

**Deliverables:**

- Presentation and summary of recommended public engagement tools
- Refined public outreach strategy based on the CTMTP staff and committee's feedback

### 3.3 Interactive Public Engagement Tool and Policy Development

**Objective:**

Translate technical content into an interactive experience that allows the public to understand trade-offs and impacts of transportation and policy choices.

**Scope of Work:**

- Build a graphically engaging, web-based or in-person tool that lets users explore transportation scenarios and understand related outcomes (e.g., traffic, emissions, economic performance)
- Leverage work completed in Tasks 1 through 5 to inform the tool's structure and content
- Facilitate community use through outreach and promotion

**Deliverables:**

- Interactive public engagement tool featuring policy choices
- On-line Survey completed by community members to capture preferences and support for transportation choices

### 3.4 Public Visioning for "The Finest Transportation System in the Country"

**Objective:**

Incorporate visioning elements into engagement tools and materials to define community goals and expectations.

**Scope of Work:**

- Pose vision-driven questions within the on-line survey and tools
- Facilitate conversations around what it takes to build and maintain the finest transportation system in the country.
- Incorporate feedback into long-range planning strategies

**Deliverable:**

- Summary of public input describing the community's vision of an ideal transportation system

### 3.5 Input and Data Interpretation

**Objective:**

Aggregate and interpret public input in meaningful ways for use by the CTMPO staff, planners, policy makers, and the general public.

**Scope of Work:**

- Develop a framework to categorize and analyze feedback
- Provide insights into both dominant and divergent views within the community

**Deliverables:**

- Public input summary report including:
  - Aggregated responses
  - Highlights of weighted outliers
  - Interpretation of consensus or emerging themes
  - Plain-language explanations of transportation planning assumptions and credibility

### 3.6 Reporting and Outreach of Findings

**Objective:**

Ensure that the results of the engagement process and planning effort are widely distributed and easily understood by a variety of audiences.

**Scope of Work:**

- Develop a communications strategy to disseminate the Executive Summary and Technical Report
- Create outreach materials and visuals tailored for elected officials, advisory boards, media, and the public
- Support CTMPO staff in outreach presentations

**Deliverables:**

- Press release summarizing key plan findings
- Final MTP Executive Summary and Technical Report
- PowerPoint presentation summarizing plan content and engagement results
- Targeted outreach support to elected bodies, commissions, and the public

### 3.7 Title VI and LEP Engagement

**Objective:**

Ensure engagement of minority, low-income, and Limited English Proficiency (LEP) populations in compliance with Title VI of the Civil Rights Act.

**Scope of Work:**

- Identify underserved communities within the CTMPO region
- Develop and deploy appropriate engagement strategies
- Adapt participation efforts as needed

**Deliverable:**

- Title VI documentation package including:
  - LEP and Environmental Justice populations data
  - Engagement materials with translated languages as appropriate

**Summary of Task 3 Deliverables:**

| Subtask | Deliverable                                                                      |
|---------|----------------------------------------------------------------------------------|
| 3.1     | Communications toolkit with branding, messaging, and outreach templates          |
| 3.2     | Public engagement tool recommendations and refined outreach plan                 |
| 3.3     | Interactive policy tool and on-line survey                                       |
| 3.4     | Summary of public vision for an ideal transportation system                      |
| 3.5     | Comprehensive public input report with interpretation                            |
| 3.6     | Press release, final plan summary, PowerPoint presentation, and outreach support |
| 3.7     | Title VI and LEP engagement documentation and multilingual materials             |

## Task 4: Policy Development and Recommendations

**Overview**

Policy development is a critical component of the Metropolitan Transportation Plan. It ensures that the technical analysis, public input, and strategic direction of the plan are translated into actionable and measurable strategies. The policies will guide future decision-making and investment to help the MPO achieve its long-term transportation goals and regional vision.

## 4.1 Policy Alternatives and Executive Summary

Following a thorough analysis of CTMPO's socioeconomic and transportation conditions, and incorporating input gathered through public engagement activities, the Consultant will develop a comprehensive list of policy alternatives to support the MPO in achieving its transportation goals. These policies will be informed by findings related to safety, transit, active transportation, and other relevant conditions, as well as the MPO's adopted goals and objectives.

To ensure local and regional consistency, the policy alternatives will be cross-referenced with relevant state and county planning documents, as well as with policy frameworks used by comparable MPOs and agencies in overlapping jurisdictions. This step helps ensure that recommended strategies are not only responsive to current conditions but also forward-thinking in guiding future growth.

Each proposed policy alternative will be clearly articulated with a rationale, outlining:

- The intended impact of the policy
- Strategic reasoning for inclusion
- How the policy aligns with MPO and regional goals

Final policy recommendations will include practical strategies for implementation, such as:

- Supporting priority projects
- Pursuing grant and funding opportunities
- Building and strengthening regional partnerships

An executive summary will also be produced that summarizes the MPO's goals and objectives, outlines the final policy framework, and highlights the anticipated impact of the strategies.

### Deliverables:

- A list of policy alternatives, including:
  - Strategic rationale
  - Intended impacts
  - Alignment with MPO and regional goals
- Executive summary outlining:
  - MPO goals and objectives
  - Recommended policy framework
  - Strategies for implementation

### Summary of Task 4 Deliverables

| Subtask | Deliverable                                                                  |
|---------|------------------------------------------------------------------------------|
| 4.1     | List of policy alternatives with rationale, impact, and goal alignment       |
| 4.1     | Executive summary of goals, objectives, and final MTP policy recommendations |

## Task 5: Flexibility and Revisions

The development of the CTMPO 2050 MTP is a comprehensive and evolving process. As such, it is understood that the scope of work may need to be adjusted during the course of the project to accommodate new information, stakeholder feedback, policy changes, or unforeseen technical needs. Task 5 outlines a clear and collaborative process to manage changes while maintaining the integrity, schedule, and budget of the overall project.

### 5.1 Intent and Purpose

**Objective:**

Establish a structured framework to identify, evaluate, and implement necessary modifications to the scope, ensuring that the 2050 MTP remains responsive to project needs and stakeholder input.

**Scope of Work:**

The tasks and subtasks in this scope represent the anticipated level of effort required to complete the 2050 MTP. However, the Consultant acknowledges the potential for changes due to:

- Stakeholder and public input
- Technical findings
- Shifts in federal, state, or local policy directives
- Data gaps or data development
- Requests by the CTMPO staff, Technical Committee, or Policy Board

Any such changes will be addressed through a formal, transparent process with clear justification and documentation.

### 5.2 Process for Additional Tasks

**Objective:**

Ensure that any new or revised work is identified early, scoped appropriately, and approved through a collaborative and accountable process.

**Scope of Work:**

**Step 1 – Identification and Notification**

The CTMPO Project Manager (PM), in coordination with the Consultant, may identify the need for additional work based on technical progress, stakeholder input, or internal review. The Consultant may also initiate this discussion through status reports or during project meetings.

**CHISHOLM TRAIL METROPOLITAN PLANNING ORGANIZATION**  
**2050 METROPOLITAN TRANSPORTATION PLAN**  
**SCOPE OF SERVICES**



### **Step 2 – Development of Revised Scope and Cost Estimate**

The Consultant will prepare a written proposal outlining:

- A description of the proposed additional task(s)
- Justification for the work based on project needs
- Estimated level of effort, including labor hours and staff assignments
- Proposed cost estimate for the new task(s)
- Potential impacts on the project timeline or milestones

### **Step 3 – Review and Approval**

The CTMPO PM will review the revised scope and estimate. Upon concurrence, the proposal will be presented to the CTMPO Technical and Policy Board as necessary with written justification for formal review and approval.

### **Step 4 – Contract Modification**

Following Policy Board approval, written authorization will be issued to the Consultant. A formal contract amendment will be implemented as needed to reflect updated budget and schedule parameters.

## **5.3 Deliverables and Documentation**

To support the transparency and accountability of any scope of changes, the Consultant will provide:

- A detailed written scope and cost estimate for each proposed additional or revised task
- An updated project schedule reflecting changes in task timelines or milestones
- Documentation confirming CTMPO Policy Board approval of any revisions or additions to the scope

## **5.4 Consultant Commitment**

### **Objective:**

Maintain open and transparent communication throughout the project to support informed decision-making regarding scope adjustments.

### **Scope of Work:**

The Consultant team will work in close partnership with CTMPO staff to identify emerging needs and to evaluate the appropriateness of scope adjustments. We are committed to providing timely and proactive recommendations, ensuring that all proposed changes are:

- Justified by project needs
- Cost-effective and appropriately scaled
- Aligned with the overall goals and objectives of the 2050 MTP

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**Summary of Task 5 Deliverables:**

| Subtask | Deliverable                                                         |
|---------|---------------------------------------------------------------------|
| 5.2     | Written scope and cost estimates for proposed revisions (as needed) |
| 5.3     | Updated project schedule (as needed)                                |
| 5.3     | Documentation of Policy Board approval                              |
| 5.4     | Ongoing communication and recommendations related to scope changes  |

## Task 6: Plan Report & Website

The culmination of the CTMPO 2050 MTP will be the development of a user-friendly and comprehensive final plan document accompanied by a digital platform that organizes, displays, and communicates project data and findings. This task involves providing all work completed in previous tasks into a clear, accessible final report and the development of web-based tools including GIS dashboards and maps to enhance data visualization and public access.

### 6.1 Final MTP Report Development

**Objective:**

Create a well-organized, graphically rich plan document that summarizes the key findings, analyses, recommendations, and community feedback gathered throughout the 2050 MTP development process.

**Scope of Work:**

- Compile content developed throughout the project, including socioeconomic analysis, existing conditions, travel demand forecasts, project recommendations, performance measures, and policy strategies
- Draft a 30-to-60-page report written in plain, accessible language with clearly labeled sections
- Incorporate images, maps, tables, infographics, and charts to support readability and engagement
- Ensure the final plan is designed for use by CTMPO staff, stakeholders, elected officials, and the general public as a reference for planning, funding applications, and communication

**Deliverables:**

- Final MTP Plan Report in print-ready PDF format
- Digital version of the report for online distribution (508-compliant format)

## 6.2 GIS Dashboards and Web Mapping Applications

### Objective:

Build a suite of GIS-based dashboards and mapping applications to visually display data gathered during the MTP process, enabling CTMPO and stakeholders to explore the plan's findings and datasets interactively.

### Scope of Work:

- Develop five themed GIS dashboards/web mapping applications:
  - Construction Projects & eSTIP Data
  - Roadway & Bridge Conditions and Structure Data
  - Demographic & Economic Indicators
  - Safety and Collision Data
  - Comprehensive GIS Application containing all datasets in a unified view
- Host the dashboards on:
  - CTMPO's existing ArcGIS Online (AGOL) platform with temporary publishing access provided to the project team or
  - A project-specific AGOL instance managed by Poe, transferable to CTMPO at project closeout
- Incorporate filtering tools, legends, labels, and layer toggling for ease of use

### Deliverables:

- Five GIS dashboards (hosted on AGOL)
- Access credentials and transfer plan for CTMPO-hosted or Poe-hosted AGOL environment
- Metadata documentation for each dashboard

## 6.3 Stakeholder Feedback Web Maps

### Objective:

Translate public input gathered through meetings, surveys, and outreach into interactive maps that highlight spatial feedback, preferences, and areas of concern.

### Scope of Work:

- Map survey and meeting feedback using location-specific tagging
- Visualize results thematically, showing patterns of comment types, concerns, and support
- Use Esri ArcGIS Online tools to build web maps that can be embedded in the CTMPO-hosted sites or shared through other platforms

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**Deliverables:**

- Stakeholder feedback maps showing location-based survey and engagement results
- Embeddable map links for use in public presentations or CTMPO web pages

## 6.4 Project Website or Web Content Package

**Objective:**

Provide an online platform or content package that connects the public and stakeholders with CTMPO's key documents, data, and engagement materials.

**Scope of Work:**

- If desired by CTMPO, design a dedicated 2050 MTP project homepage that includes:
  - Links to GIS dashboards and stakeholder feedback maps
  - Access to public meetings and survey materials
  - Downloadable copy of the final 2050 MTP plan document
- Alternatively, prepare a web content package (HTML files, graphics, links, and embeds) to be transferred to the CTMPO for use on existing internal web infrastructure
- Coordinate with CTMPO IT staff to support a seamless transition or upload process

**Deliverables:**

- CTMTP project homepage development
- Transferable web content package with setup documentation
- Support and coordination for web content implementation

**Summary of Task 6 Deliverables:**

| Subtask | Deliverable                                                             |
|---------|-------------------------------------------------------------------------|
| 6.1     | Final 2050 Metropolitan Transportation Plan (print and digital formats) |
| 6.2     | Five GIS dashboards hosted on AGOL                                      |
| 6.3     | Interactive stakeholder feedback web maps                               |
| 6.4     | Project website or content package for internal CTMPO hosting           |

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**2050 METROPOLITAN TRANSPORTATION PLAN**  
**SCOPE OF SERVICES**



| <b>CTMPO Proposed Reduced Lump Sum Fee</b>                            |                      |
|-----------------------------------------------------------------------|----------------------|
| <b>July 2025 - June 2026</b>                                          |                      |
| <b>Task Name</b>                                                      | <b>Lump Sum Fee</b>  |
| Task 1 - Project Administration                                       | \$ 35,000.00         |
| Task 2 - Document Current Socioeconomic and Transportation Conditions | \$ 46,000.00         |
| Task 3 - Public Engagement                                            | \$ 25,000.00         |
| Task 4 - Policy Development and Recommendations                       | \$ 43,000.00         |
| Task 5 -Flexibility and Revisions                                     | \$ 500.00            |
| Task 6 - Plan Report and Website                                      | \$ 50,500.00         |
| <b>Total</b>                                                          | <b>\$ 200,000.00</b> |

# CHISHOLM TRAIL 2050 METROPOLITAN TRANSPORTATION PLAN SCHEDULE

|                                                                          | Jun-25 | Jul-25 | Aug-25 | Sep-25 | Oct-25 | Nov-25 | Dec-25 | Jan-26 | Feb-26 | Mar-26 | Apr-26 | May-26 | Jun-26 |
|--------------------------------------------------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| <b>Project Administration</b>                                            |        |        |        |        |        |        |        |        |        |        |        |        |        |
| Create Project Management Plan (PMP)                                     |        |        |        |        |        |        |        |        |        |        |        |        |        |
| Excellent Project Administration                                         |        |        |        |        |        |        |        |        |        |        |        |        |        |
| <b>Document Current Socioeconomic and Transportation Conditions</b>      |        |        |        |        |        |        |        |        |        |        |        |        |        |
| Current Socioeconomic and Transportation Conditions                      |        |        |        |        |        |        |        |        |        |        |        |        |        |
| Review the 2050 Future Data                                              |        |        |        |        |        |        |        |        |        |        |        |        |        |
| Air Quality                                                              |        |        |        |        |        |        |        |        |        |        |        |        |        |
| Safety & Congestion                                                      |        |        |        |        |        |        |        |        |        |        |        |        |        |
| Active Transportation                                                    |        |        |        |        |        |        |        |        |        |        |        |        |        |
| Revenue Forecast                                                         |        |        |        |        |        |        |        |        |        |        |        |        |        |
| Financial Cost of 2050 Projects                                          |        |        |        |        |        |        |        |        |        |        |        |        |        |
| Creation of Travel Demand Model                                          |        |        |        |        |        |        |        |        |        |        |        |        |        |
| <b>Public Engagement</b>                                                 |        |        |        |        |        |        |        |        |        |        |        |        |        |
| Create Public Outreach Plan (POP)                                        |        |        |        |        |        |        |        |        |        |        |        |        |        |
| Implement Compelling, Educational POP                                    |        |        |        |        |        |        |        |        |        |        |        |        |        |
| Obtain and Summarize Actionable Information                              |        |        |        |        |        |        |        |        |        |        |        |        |        |
| Report Out                                                               |        |        |        |        |        |        |        |        |        |        |        |        |        |
| <b>Policy Development, Recommendation and Alternatives (Policy Plan)</b> |        |        |        |        |        |        |        |        |        |        |        |        |        |
| Plan Goal Development                                                    |        |        |        |        |        |        |        |        |        |        |        |        |        |
| Develop Key Policy Areas                                                 |        |        |        |        |        |        |        |        |        |        |        |        |        |
| Formulate Actionable Recommendations                                     |        |        |        |        |        |        |        |        |        |        |        |        |        |
| Prioritize Policy Strategies with Committees                             |        |        |        |        |        |        |        |        |        |        |        |        |        |
| List of 2050 Projects                                                    |        |        |        |        |        |        |        |        |        |        |        |        |        |
| Executive Summary and Technical Documentation                            |        |        |        |        |        |        |        |        |        |        |        |        |        |
| <b>Flexibility and Revisions</b>                                         |        |        |        |        |        |        |        |        |        |        |        |        |        |
| MPO Board and Staff Feedback                                             |        |        |        |        |        |        |        |        |        |        |        |        |        |

**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.

**EXHIBIT C (page 1 of 2)****NONDISCRIMINATION OF EMPLOYEES**

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

- (1) The Chisholm Trail MPO and its subconsultants 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 Chisholm Trail MPO 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 Chisholm Trail MPO shall refrain from "discriminatory practices", as hereinafter defined. It is a discriminatory practice for the Chisholm Trail MPO 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 Chisholm Trail MPO 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 Chisholm Trail MPO 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 Chisholm Trail MPO in the performance of this Contract.
- (5) Sanctions for Noncompliance - In the event the Chisholm Trail MPO violates or refuses to abide by any of the provisions herein set forth, the DEPARTMENT reserves the right and option to:
- (a) Withhold payments to the Chisholm Trail MPO until the Chisholm Trail MPO 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 DEPARTMENT 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 Chisholm Trail MPO within such time as is specified by the DEPARTMENT 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 Chisholm Trail MPO shall submit to the DEPARTMENT's Internal Equal Employment Officer a list by number, percentage, and position, including the identifying minority group employees who will be actively engaged in the Contract performance.
- (7) The Chisholm Trail MPO 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 Chisholm Trail MPO 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 PARTICIPANT 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

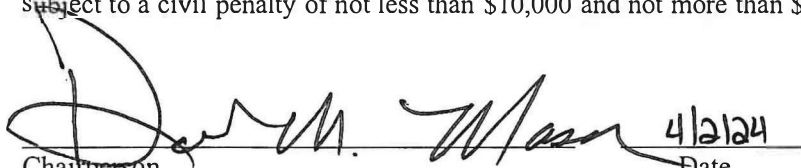
## CERTIFICATION FOR FEDERAL-AID CONTRACTS

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier to tier up to the recipient.

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.

  
 Chairperson Date  
 Chisholm Trail Metropolitan Planning Organization