

## **FFY 2026 AGREEMENT**

### **CENTRAL OKLAHOMA REGIONAL TRANSPORTATION PLANNING ORGANIZATION CONTINUING, COOPERATIVE AND COMPREHENSIVE REGIONAL TRANSPORTATION PLANNING**

**SPR PLANNING FUNDS: SPRY-0010(096)PL, JP No. 01946(94) Item: 1710  
CFDA NUMBER 20.205 (HIGHWAY PLANNING AND CONSTRUCTION)**

#### **I PARTIES AND PURPOSE**

This AGREEMENT made and entered into on the date of the last signature on the signature page, by and between the Oklahoma Department of Transportation (ODOT) and Central Oklahoma Economic Development District (COEDD), reaffirms the Regional Transportation Planning Process of the Central Oklahoma Regional Transportation Planning Organization (CORTPO) study area. The above-cited parties to this AGREEMENT will hereinafter be referred to individually as the DEPARTMENT and CORTPO respectively or, individually, or collectively as the PARTICIPANT or PARTICIPANTS. Frequent reference will be made in this AGREEMENT to the Federal Highway Administration, United States Department of Transportation, hereinafter referred to as FHWA.

The purpose of this AGREEMENT is to provide State Planning and Research (SPR) funding of activities to coordinate and support the regional transportation planning process and the regional public participation process within the established CORTPO study area, excluding any metropolitan planning organization study area, pursuant to the Memorandum of Understanding between the DEPARTMENT and the CORTPO, and as identified in the FFY 2026 Planning Work Program (PWP).

#### **II EFFECTIVE DATE**

The provisions of this AGREEMENT shall become effective on the first day of October 2025, or on the day this project is authorized by FHWA, whichever comes later. 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 September 30, 2026 for expenditure of SPR 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 regional transportation planning shall be vested in the CORTPO Transportation Policy Board (TPB) whose membership and responsibilities are detailed in the FFY 2026 PWP. Each TPB will submit to the DEPARTMENT through the CORTPO transportation plans, policies, and implementation programs for review and endorsement.

#### **IV PLANNING WORK PROGRAM**

The specific activities to be conducted and financed during the AGREEMENT period are prescribed in the FFY 2026 PWP. The PWP details the tasks, work responsibilities, costs, and funding sources of each activity to be undertaken with SPR funds. The purpose and product of the PWP will be a public participation process and a viable up-to-date twenty (20) year comprehensive multi-modal transportation plan for CORTPO. Approval of the PWP by the PARTICIPANTS, TPB, and FHWA will constitute acceptance of the PWP 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 develop, support, and facilitate the regional transportation planning process and regional public participation process. Contingent upon the continued availability of such funds, the DEPARTMENT agrees to participate in the planning efforts to be administered and conducted by the CORTPO as detailed in the PWP. The PARTICIPANTS agree that the financing of this program as set forth in this AGREEMENT is as follows:

Central Oklahoma Economic Development District .....\$ 100,000.00

Total SPR Funds for FFY 2026 .....\$ 100,000.00

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 one hundred percent (100%) of the actual costs for the SPR, subject to audit. An additional 20% local match by the CORTPO is also required.

VI AUDIT

As part of this AGREEMENT, CORTPO 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 PWP, the details of such disagreement shall be forwarded to both the Deputy Director of the DEPARTMENT and the Executive Director of the CORTPO who jointly shall make the final determination.

VIII PAYMENT

Payments for services described in the PWP and this AGREEMENT shall be disbursed by the DEPARTMENT on the basis of documented monthly billings from CORTPO 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 federal fiscal year, September 30, or the termination of this AGREEMENT, whichever comes first.

IX PROGRESS REPORTS

CORTPO 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 the U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR 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 CORTPO 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 PWP, to any unit of FHWA and FTA shall be made directly in writing provided the same is sent to DEPARTMENT at the same time.

### XV PUBLICATION PROVISIONS

CORTPO 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 may 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 AND TRAINING

All out-of-state travel and training associated with the PWP and payable under this AGREEMENT must have written approval of the CORTPO Executive Director. 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 alteration 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 continuing, cooperative, and comprehensive transportation planning process provided herein was necessary. Either PARTICIPANT may terminate its interest and its obligation under this AGREEMENT by giving a thirty (30) day 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, CORTPO 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 CORTPO agrees to comply and assures the compliance of each third party contractor 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 Executive Director of CORTPO, as to current history regarding suspension, debarment, ineligibility, voluntary exclusion, criminal convictions, or civil judgments involving fraud or official misconduct of himself/herself or any person associated with the administration and management of this federally funded project.

**XX     USE OF CONSULTANTS**

Under terms of this AGREEMENT, the CORTPO 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 completely justified, in writing, by CORTPO, and are subject to prior written approval by the DEPARTMENT. 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, Section 18. U.S. Department of Transportation regulations (49 CFR Part 29) require that the DEPARTMENT shall ensure that CORTPO insert in each subcontract the provisions required by the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion" (Attachment A2) and further shall require its inclusion in any covered transaction the CORTPO may make. All contracts and discussions between the DEPARTMENT and consultants retained by CORTPO must be initiated through CORTPO.

**XXI    RESPONSIBILITY FOR CLAIMS AND LIABILITY**

CORTPO 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 CORTPO 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. CORTPO 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**

CORTPO 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 CORTPO 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 subcontractors, 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 subcontractors 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 subcontractors 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

CORTPO and the DEPARTMENT agree to adhere to the requirements that are specified in Sec. 23. 43, (General Requirements for Recipients) of 49 CFR 23 "Participation by Minority Business Enterprise in Department of Transportation Programs", a copy of the "Disadvantaged Business/Women's Business Enterprises" (Attachment A5) is attached hereto and becomes part of this AGREEMENT.

#### XXIV COMPLIANCE WITH CERTIFICATION REGARDING LOBBYING

CORTPO agree 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 COVENANT AGAINST CONTINGENT FEES

CORTPO 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 incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants or conditions, and constitutes the full and complete understanding and contractual relationship of the PARTICIPANTS.

#### XXVII GOVERNING LAWS AND REGULATIONS

CORTPO 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, the CORTPO 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 CORTPO 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 CORTPO, by mailing by first class mail or, if sender prefers, by registered or certified mail, return receipt requested, with postage prepaid, addressed to CORTPO at:

Executive Director  
COEDD  
400 N Bell  
Shawnee, OK 74804

### 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 which together shall constitute one and the same instrument.

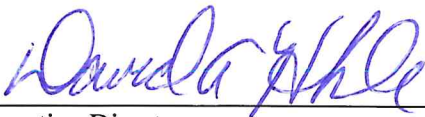
### XXXIII EQUAL EMPLOYMENT OPPORTUNITY

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 Executive Director of the Central Oklahoma Economic Development District has set his/her hand and seal on the date listed below and the Deputy Director of the Oklahoma Department of Transportation has set his/her hand and seal on the date listed below.

**CENTRAL OKLAHOMA REGIONAL TRANSPORTATION PLANNING ORGANIZATION:**

Approved:

 7/23/2025  
Executive Director Date

COEDD  
400 N Bell  
Shawnee, OK 74804

Federal Tax ID Number: 73-1373206

**OKLAHOMA DEPARTMENT OF TRANSPORTATION:**

Recommended:

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

Reviewed and Approved  
as to Legality and Form:

Approved:

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

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

**OKLAHOMA DEPARTMENT OF TRANSPORTATION  
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**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
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**ATTACHMENT B – STATUTORY CERTIFICATION**

**OKLAHOMA DEPARTMENT OF TRANSPORTATION**

**ATTACHMENT A1**

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

The Prospective Participant, COEDD/CORTPO, (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, CoFDD/CoRTPC, (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

COEDO / CORTCO (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 he 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, COFDD-CORTPO, 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 Oklahoma )  
 ) §  
COUNTY OF LeFlore )

COEDP - COPTCO, 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

David A. White  
Signature

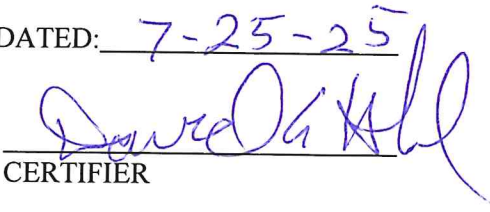
7-25-25  
Date

**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: 7-25-25

  
CERTIFIER