

ATTACHMENT "1" FOR RATIFICATION

PROFESSIONAL SERVICES AGREEMENT FOR A MERIDIAN PLACEMAKING ASSESSMENT

This Professional Services Agreement (hereinafter "Agreement") is entered into as of this 10th day of October, **2023**, by and between Johnson and Associates, LLC, a civil engineering and planning firm located in Oklahoma City and The City of Oklahoma City and any of its public trusts participating in this Agreement, a public body organized under the laws of the State of Oklahoma (hereinafter referred to as "The City").

SECTION 1. DEFINITIONS

The following words and phrases, when used in this Agreement, shall have the following meanings:

- A. "Contractor" shall mean Johnson and Associates, LLC, by and through its board of directors and staff.
- B. "Mayor" and "City Manager" shall mean the Mayor of The City of Oklahoma City and the City Manager of The City of Oklahoma City, respectively.
- C. "The City" shall refer to the City Manager, or the Project Manager.
- D. "Project Manager(s)" shall mean the City employee designated by the City Manager to administer the provisions of this Agreement.
- E. "Scope of Work" shall mean activity to be performed by the Contractor, as identified in this Agreement, utilizing all or part of the funds allocated by The City for this Agreement.
- F. "Work Product" shall mean the documentation and provision of all supporting information, data, documents, and reports required under this Agreement.
- G. "Attachments" shall refer to the following items in this Agreement:

Attachment A: Contractor Scope of Work

Attachment B: Request for Proposal and Contractor Submittal

Attachment C: Certificate of Nondiscrimination

Attachment D: Anti-collusion Affidavit

Attachment E: Business Relationship Affidavit

Attachment F: Certificate of Insurance

SECTION 2. SCOPE OF WORK

- A. The Scope of Work to be provided by the Contractor in performance of this Agreement shall consist of the provision of the Scope of Work set forth in **Attachment "A"** and shall not exceed **Fifty-Thousand Dollars (\$50,000)**, inclusive of reimbursable expenses.
- B. Contractor agrees to make expenditures in accordance with the Scope of Work in **Attachment "A"**, attached hereto. It is expressly agreed and understood by The City and Contractor that this

Agreement shall not provide for compensation beyond the end date of the Agreement, that being **April 30, 2024**.

- C. Final Work Products shall be delivered on or before **April 30, 2024**.
- D. The Contractor is not authorized to perform, and shall not be compensated for, any other additional work except as approved in writing by the parties to this Agreement, and at compensation negotiated therein.
- E. Amendments to this Agreement, including changes to the Agreement amount and substantial scope revisions require approval of the City Manager.

SECTION 3. INVOICING FOR SERVICES

- A. Invoices. The Contractor shall submit invoices for the Scope of Work performed and expenditures paid by the Contractor during the monthly billing period. Billing periods begin on the first day of the month and end on the last day of the month. Each invoice will be signed by the Contractor President or his/her designee and sent to the attention of the Project Manager no later than the 15th day of the month following the billing period.
- B. Cost Detail Required.
 - 1. Each item claimed will list the invoice date, name of the provider or vendor, service or item provided, and the amount claimed.
 - 2. Each item of supporting detail will be clearly labeled to correspond to tasks in the Scope of Work.
 - 3. Claims submissions will include any other attachments or information the Contractor deems appropriate to fully inform the Project Manager of the current status of items in the Scope of Work, or as requested by the Project Manager, or The City Manager.
 - 4. Reimbursement related to lodging, meals, and related travel expenses will be only for the days directly associated with performing tasks in the Scope of Work.
 - 5. The City reserves the right to deny reimbursement related to travel expenses for which prior approval was not granted.
- C. Requests and Claims for Travel Expenses. All requests for compensation related to travel expenses shall be directly related to the Scope of Work or other requirements set forth in the Agreement.
 - 1. Advance approval in writing or via email from the Project Manager is required for anticipated travel expenses related to the Scope of Work to be provided under this Agreement.
 - 2. Travel requests must show the name and title of the person(s) traveling, the dates of departure and return, destination, purpose of the trip and an itemized estimate of the proposed travel expenses.
 - 3. The City reserves the right to deny approval for travel requests that do not meet the requirements set forth in this Agreement.

4. Claims for reimbursement for approved travel requests must be attached to the next monthly invoice once the travel is complete.
5. All air travel shall be by coach fare unless a lesser fare is available.

D. Other Request for Reimbursement.

1. No request shall be submitted for any personal phone calls or personal items.
2. No request shall be submitted for any beer or alcoholic beverages costs.
3. Any submittal for a meal with a cost of \$40.00 or more must be supported by a copy of the ~~restaurant's bill~~ showing what was ordered and the names of the persons served.
4. Claimed expenses for travel in a private vehicle are limited to the cost per mile specified in the IRS regulations in effect at the time the vehicle was used, and the claim must include the number of miles driven.
5. The City will not reimburse for late charges on any items.

- E. Excessive, Irregular or Late Claims may be Denied. The City reserves the right to deny compensation related to any claims it deems irregular or excessive. The City is not required to accept and process for payment any invoice or Request for Compensation received more than ninety (90) days after the close of the quarterly reporting period. This Agreement is in effect during the FY 23 and FY 24 Fiscal Year fiscal year ending June 30 and all claims must be received no later than **July 15, 2024**.

SECTION 4. APPROVAL OF CLAIMS

- A. The Project Manager is authorized to approve claims for compensation, subject to review and approval by the Planning Director or the City Manager or designee.
- B. Upon submittal of the Request for Compensation Invoice by the Contractor, the Project Manager shall review, and approve or reject the payment request as appropriate.
1. If approved pursuant to the process described above, the Project Manager shall cause the invoice to be paid in accordance with the City's purchasing policies and procedures.
 2. If the invoice is rejected, the Project Manager shall notify the Contractor of the reasons for the rejection. The Contractor shall then provide the necessary information, or make the necessary corrections or adjustments, to gain approval of the invoice and payment request.

SECTION 5. MILESTONE PERFORMANCE

As a part of the Scope of Work specified in this Agreement and in order to keep The City informed of progress and accomplishments for each task, the Contractor shall provide regular correspondence on progress and a summary of task completion with each invoice.

SECTION 8. GENERAL PROVISIONS

- A. The Contractor agrees to devote its best efforts and resources to the Scope of Work and to The City's interests and will endeavor in every way to satisfy all the provisions of this Agreement.
- B. The Contractor agrees to provide and assign to the tasks specified in this Agreement the qualified and competent staff necessary to accomplish the Scope of Work in a viable, efficient, and effective manner.
- C. The Contractor agrees that the standard of care applicable to the Contractor's Scope of Work will be the degree of skill and diligence normally employed by professionals and consultants performing the same or similar services.
- D. The parties hereby agree to provide each other reasonable access to and use of their respective Database Files and Data and other statistical information relative to the Scope of Work and activities to be performed hereunder without cost or charge.

SECTION 9. FINANCIAL RECORDS REPORTING AND ACCESS

- A. The Contractor shall maintain its financial records in accordance with generally accepted accounting principles applied on a consistent basis.
- B. The City reserves the right to examine or audit all documents supporting expenditures, and invoices, at any time, and shall provide written notice of such request whenever possible or practical, but notice is not required. This right shall not expire upon termination of this Agreement.
- C. It should be noted that detailed receipts are submitted to the City as a part of the invoice process under the terms of the Agreement, and a thorough review of all expenditures is performed by City staff prior to reimbursement under the contract.
- D. In the event the Contractor secures an independent audit by a Certified Public Accountant, the City shall be provided a copy of any such audit. In the event of litigation or in situations wherein allegations of financial improprieties are made, the City may require that the Contractor secure and provide an independent audit by a Certified Public Accountant at the Contractor's expense.

SECTION 10. DISCLOSURE

- A. The Contractor hereby agrees to create, collect, and maintain, and to present upon request of the Project Manager, the City Manager, or the City Auditor, any and all financial records, documentation, invoices, agreements, and other detailed information relating to this Agreement. The Contractor shall provide any and all documentation of any and all compensation for work provided in conjunction with the Scope of Work for this Agreement, including administrative, travel and lodging, or other services and expenses provided or to be provided, directly or indirectly, as a whole or as a part, to The City in connection with the performance of this Agreement.
- B. The Contractor will use its best efforts to require its associates to create, collect, and maintain, and to present upon request said information to The City. An "associate" shall mean any person performing work by contract, subcontract or any other arrangement for which reimbursement is or may be sought under this Agreement. Said detailed information maintained by the Contractor and any associate shall be available for inspection at reasonable times.
- C. To the extent possible under law, The City shall assist the Contractor in protecting confidential, trade secret and copyrighted documents, whether disclosed or not under the terms hereof by

notifying the Contractor of any such request and providing the Contractor the reasonable opportunity to file an appropriate action precluding the release of such documents by the City. Provided, however, the Contractor shall intervene on its own behalf to establish all grounds for protecting its confidential, trade secret and copyrighted documents at any hearing to determine same.

- D. The Contractor agrees the retention period for all documents required to be maintained under this Agreement shall be five years.

SECTION 11. CONTRACTOR AS INDEPENDENT CONTRACTOR

The parties hereby acknowledge and covenant that the Contractor is an independent contractor and will act exclusively as an independent contractor and not as an employee of the City in performing the duties hereunder. The parties do not intend and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship. The City will not withhold any social security tax, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to the Contractor. All such taxes, if due, are the responsibilities of the Contractor and will not be charged to the City. The Contractor agrees not to make any claims to any welfare or retirement benefits available to qualified employees of the City, for work done in relation to this Agreement. Contractor, as an independent contractor is responsible for any required workers' compensation coverage or insurance, and under no circumstances shall the Contractor or its employees or agents be considered an employee of The City.

SECTION 12. RECOVERY OF FUNDS

It is expressly understood and agreed The City may recover from the Contractor any funds paid to the Contractor under this Agreement that are later documented to have been improperly claimed or paid. This right shall not expire upon the termination or expiration of this Agreement.

SECTION 13. CANCELLATION

- A. The City may cancel this Agreement, or any portion of this Agreement, upon written notice to the Contractor. Such notice shall be deemed to have been received when deposited in the United States certified mail, with proper address and sufficient postage thereon. If the cancellation is for the convenience of the City and not for any impropriety, default, or breach of contract on the part of the Contractor, the City shall provide sixty (60) days written notice of the cancellation. Upon receipt of written notice of cancellation whether for convenience or for cause, the Contractor shall do no further work and make no further commitments or expenditures related to this Agreement without the express written consent of The City.
- B. After the date of cancellation hereof, The City shall compensate the Contractor for work, services and reimbursable expenses actually provided or incurred, and appropriately and properly documented by the Contractor while this Agreement was in effect and incurred up to date of cancellation, all in accordance with the billing procedure and provisions of this Agreement.
- C. The Contractor will deliver to The City, within a reasonably prudent time of its request, such Data and Data Files, Work Product, and materials requested by The City pertaining to the Scope of

Work, Work Product and services rendered or to be rendered hereunder. The items to be delivered to The City include, but are not limited to, all drawings, sketches, notes, reports, documents, and information used or to be used in any Projects, and all written original ideas and written concepts being ideas and concepts created as a product of this Agreement which become The City's property by the terms of this Agreement. The City shall have this right during the term of this Agreement and for five years after the termination of this Agreement. The City Manager shall designate a representative or representatives to review these deliverables at any time during the term of this Agreement and for five years after the termination of this Agreement to determine which deliverables the City may request. The Contractor may not destroy any Data and Data Files, Work Product, and materials without the prior written approval of the City Manager.

- D. At any time during the term of this Agreement, The City may cancel any Work Product, service or task to be performed by the Contractor without affecting any other tasks or deliverables in the Scope of Work or the rights of The City hereunder.

SECTION 15. COMPLIANCE WITH ORDINANCES, REGULATIONS, AND STATE LAW

- A. The Contractor shall comply with all existing codes and ordinances of The City, the laws of the State of Oklahoma, and the laws of the United States of America relating or pertaining in any manner to this Agreement.
- B. The laws of the State of Oklahoma shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. The parties agree that any action, at law or in equity, regarding or relating to this Agreement shall be in a court of appropriate jurisdiction in Oklahoma County.

SECTION 16. PROHIBITION AGAINST CONTINGENT FEES

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide regular employee or agent working solely for the Contractor to solicit or secure this Agreement, and that neither the Contractor nor any entity thereof, has paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working for the Contractor, or any entity thereof, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the making of this Agreement.

SECTION 17. NOTICES

- A. Notices to The City shall be in writing personally served, faxed, or sent by certified mail to:

Craig Freeman, City Manager

The City of Oklahoma City

200 North Walker Avenue, 3rd Floor

Oklahoma City, OK 73102

with a copy to:

Planning Department
Kim Cooper-Hart
420 W. Main St., 9th Floor
Oklahoma City, OK 73102

Amy Simpson
City Clerk
200 North Walker, 2nd Floor
Oklahoma City, Oklahoma 73102

or to such other official and/or address as The City may from time to time specify in writing.

- B. Notice to the Contractor shall be in writing, personally served or sent by fax or certified mail to the following addresses or to such other official addresses as the Contractor may from time to time specify in writing:

Mark Zitzow, Principal of Urban Planning
Johnson and Associates, LLC
1 E. Sheridan Ave., Suite 200
Oklahoma City, OK, 73104

SECTION 18. ASSIGNMENT

This Agreement cannot be assigned or transferred unless approved in writing by The City.

SECTION 19. AMENDMENT

This Agreement may only be modified by written amendment executed by the Contractor and The City.

SECTION 20. DEFEND, INDEMNIFY AND SAVE HARMLESS

To the fullest extent permitted by law, the Contractor agrees to release, defend, indemnify and save harmless the City and its officers, agents and employees, from and against any and all loss of or damage to property, injuries to or death of any person or persons and/or all claims, damages, suits, costs, expenses, liability, actions or proceedings of any kind or nature whatsoever, including, without limitation, Worker's Compensation claims of or by anyone whomever, in any way resulting from or arising out of the Contractor's negligent acts, operations, errors and/or omissions under or in connection with this Agreement and the parties for whom either entity is legally responsible. The Contractor shall promptly advise the City in writing, of any action, administrative or legal proceeding or investigation as to which this indemnification

may apply, and the Contractor, at its expense, shall assume the defense of the City with counsel satisfactory to the City. This section shall survive the expiration of this Agreement. Provided, however, the Contractor need not release, defend, indemnify or save harmless the City or its officers, agents and employees, from damages or injuries resulting from the negligence of the City, its officers, agents or employees. It is understood that this indemnity and hold harmless provision is not limited by the insurance required under the provisions hereof.

SECTION 21. INSURANCE

- A. Required insurance shall be carried and maintained throughout the term of this Agreement, and certificates of insurance shall contain a provision by the insurer(s) to the effect that the policy(s) may not be canceled, fail to be renewed, nor the limits decreased by endorsement without thirty (30) days prior written notice to The City and any participating public trust.
- B. During the term of this Agreement, the Contractor shall provide, pay for, and maintain with companies satisfactory to The City the types of insurance described herein. All insurance shall be from responsible insurance companies eligible to do business in the state of Oklahoma. All liability policies shall provide that The City is named an additional insured as to the operations of the Contractor under this Agreement and shall provide the following Severability of Interest Provision:

With respect to claims involving any insured hereunder, except with respect to limits of insurance, each such interest shall be deemed separate from any and all other interest herein and coverage shall apply as though each such interest was separately insured.

- C. The insurance coverage and limits required under this agreement must be evidenced by properly executed certificates of insurance on the forms furnished by The City. The certificate must be signed by the authorized representative of the insurance company(s) shown in the certificate with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all required insurance policies shall be provided to The City in a timely manner if requested by The City. The required policies of insurance shall be performable in Oklahoma City, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.
- D. No less than thirty (30) days prior written notice by registered or certified mail shall be given to The City of any cancellation, intent not to renew, or reduction in the policies' coverage except in the application of the aggregate limits provisions. In the event of a reduction in any aggregate limit, the Contractor shall immediately notify The City and shall make reasonable efforts to have the full amount of the limits appearing on the certificate reinstated. If at any time The City requests a written statement from the insurance company(s) as to any impairments to the aggregate limit, the Contractor hereby agrees to promptly authorize and have delivered to The City such statement. The Contractor authorizes The City to confirm all information so furnished as to the Contractor's compliance with its insurance requirements with the Contractor's insurance agents, brokers, surety and insurance carriers. All insurance coverage of the Contractor shall be primary to any insurance or self-insurance program carried by The City. No work shall commence under this Agreement unless and until the required certificates of insurance are provided and in effect.
- E. The insurance coverage and limits required of the Contractor under this Agreement are designed to meet the minimum requirements of The City. Such coverage and limits are not designed as a recommended insurance program for the Contractor. The Contractor alone shall be responsible for the sufficiency of its own insurance program. Should the Contractor have any question concerning its exposures to loss under this Agreement or the possible insurance coverage needed therefore, the

Contractor should seek professional assistance. The Contractor shall provide to The City evidence of the following insurance requirements as set forth herein:

1. Worker's Compensation. The Contractor shall maintain, during the term of this Agreement, worker's compensation insurance as prescribed by the laws of the state of Oklahoma.
2. Commercial general liability insurance. The Contractor shall maintain during the term of this Agreement sufficient commercial general liability Insurance to protect the Contractor and any additional insured(s) from claims for bodily injury, including death, as well as from claims from property damages or loss, which may arise from activities, omissions and operations under this Agreement, whether such activities, omissions and operations be by the Contractor or by any subcontractor or by anyone directly or indirectly employed by or acting on behalf of or to the benefit of them. The amounts of such insurance shall be not less than The City's maximum liability under the Governmental Tort Claims Act, 51 O.S. § 151 et seq., as amended from time to time and currently are:
 - a. Property damage liability in an amount not less than Twenty-Five Thousand Dollars (\$25,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.
 - b. All other liability in an amount not less than One Hundred Seventy-Five Thousand Dollars (\$175,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.
 - c. Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.
3. Automobile liability insurance shall be maintained by the Contractor as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles, with limits of not less than:

Bodily injury liability	\$175,000.00 Limit each person
	\$1,000,000.00 Limit each accident
Property damage liability	\$25,000.00 Limit each accident
or	
Bodily injury and	
Property damage liability	\$1,000,000.00 Combined single limit each accident

Any lapse of insurance coverage is declared a breach of this Agreement. The City may, at its option, suspend this Agreement until there is full compliance with this paragraph "Insurance" or terminate this Agreement for nonperformance.

SECTION 22. NONDISCRIMINATION AND IMMIGRATION COMPLIANCE

In connection with the performance of work and/or services under this Contract, the Contractor agrees as follows:

- A. The Contractor shall not discriminate against any employee or applicant for employment because of age, race, creed, color, sex, gender, sexual orientation, national origin, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). Contractor shall take affirmative action to ensure that employees or applicants for employment are treated without regard to their age, race, creed, color, national origin, sex, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff, termination or cancellation, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor shall comply with provisions of § 25-41 of the Oklahoma City Municipal Code, 2010.
- B. The Contractor agrees to comply with all applicable provisions of the “Oklahoma Taxpayer and Citizen Protection Act of 2007,” (Act) codified in part at 25 O.S. §§ 1312 and 1313.
- C. In the event of Contractor’s noncompliance with the nondiscrimination clause or the immigration requirements set forth in subparagraph (A) and (B) above, this Contract may be suspended, canceled, or terminated by the City. The City may declare The Contractor ineligible for further contracts or agreements until compliance, and/or satisfactory proof of intent to comply shall be made by the Contractor.
- D. The Contractor agrees to include the nondiscrimination clause in any subcontracts connected with the performance of this Contract.
- E. The Contractor agrees to sign the City’s Nondiscrimination Certificate **Attachment “C”**.

SECTION 23. NO THIRD-PARTY BENEFICIARIES

The Agreement gives no rights or benefits to anyone other than The City and the Contractor and has no third-party beneficiaries.

SECTION 24. WHOLE AGREEMENT

The Work Product and services to be provided by the Contractor are defined solely by this Agreement, and not by any pre-execution statements, documents, representations, contracts or agreements between the parties that may be associated with this Agreement or the negotiation hereof.

SECTION 25. EFFECTIVE DATE, AGREEMENT TERM, AND TIME

- A. The term of this Agreement shall be from _____. All scheduled work provided for in this Agreement shall be completed and all invoices for work shall be submitted to The City by April 30, 2024.
- B. Time shall be deemed to be of the essence for this Agreement.

SECTION 26: VENUE OF ACTIONS

The parties agree that if any legal or equitable action is brought regarding or relating or pursuant to this Agreement, such action shall be instituted in the State District Court of Oklahoma County, Oklahoma.

SECTION 27: APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Oklahoma. This Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma. The laws of the State of Oklahoma shall be applied to every interpretation, action, enforcement, or other legal or equitable proceedings involving this Agreement and any duty, right, interest, covenant, obligation, and activity under this Agreement.

SECTION 28. CAPTIONS AND HEADINGS

The captions and headings provided herein, above each section, shall not in any way limit, restrict, affect, or define the meaning of the section.

APPROVED by _____, this 9th day of October, 2023.

By: _____

TIMOTHY W JOHNSON, Managing Mem.

JOHNSON + ASSOC., LLC

(Print name and Title of Person who Signed)

PROCUREMENT AND PROFESSIONAL SERVICES AGREEMENTS \$50,000 OR LESS APPROVAL FORM

Requesting Department: Planning

Department Contact: Kim Cooper-Hart

Amount of Contract (not to exceed \$50,000 in a one-year period): \$50,000

Funding: General Fund, Contingency to Planning: 001-0001-24003XX-520000001

Start Date: October 10, 2023

End Date: April 30, 2024

Contract Name/Description: Meridian Placemaking Assessment

Contract Number: _____

Vendor Name: Johnson and Associates LLC

Vendor Number: 0000278725

Category Code: _____

Department Approver Name: Lisa Chronister, Assistant Director
(Must be Department Head, Assistant Director or Business Manager)

Department Approver Signature: Lisa M. Chronister
Digitally signed by Lisa M. Chronister
Date: 2023.10.17 09:53:39 -0500

Purchasing Agent Approval: Sherry Cochran Schmees

Finance Director Approval: [Signature]

Assistant Municipal Counselor Approval: [Signature]

City Manager Approval: Aubrey McDermid for Craig Freeman

Summary of Purchase: Johnson and Associates, LLC will conduct a Placemaking Assessment to create recommendations for capital projects and foster agreement and goodwill among the stakeholders.

City Manager, Purchasing Agent and Assistant Municipal Counselor signatures are required on the attached contract/agreement.

§ 2-441. - Generally.

- (a) All purchases of supplies and/or contractual services of an estimated value of \$50,000.00 or less in City funds shall be made by the City procurement purchasing agent on the open market, without newspaper advertisement and without observing the procedure prescribed by Division 3 of this article. The City procurement purchasing agent is authorized and may execute purchasing agreements and contracts with a value of \$50,000.00 or less, with the forms for such purchasing agreements and contracts to be approved by the City Manager and Municipal Counselor; provided, the agent shall have the approval of the Finance Director prior to signing any such purchasing agreements or contracts. The City procurement purchasing agent shall also have the authority to sign renewal documents for these agreements and contracts as deemed appropriate.

RATIFIED by the City Council of the City of Oklahoma City and **SIGNED** by the Mayor this 27TH day of AUGUST, 2024.

ATTEST:

Amy K Simpson
City Clerk



THE CITY OF OKLAHOMA CITY

David Holt

Mayor

REVIEWED for form and legality.

Susan Randall
Assistant Municipal Counselor

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ATTACHMENT "A" JOHNSON and ASSOCIATES
MERIDIAN PLACEMAKING ASSESSMENT SCOPE OF WORK, FEE SCHEDULE AND TIMELINE

The priorities of the Placemaking Assessment are to create actionable recommendations for capital projects and foster agreement and goodwill among the stakeholders about the future of the corridor. The report needs to consider the upcoming GO Bond (Fall 2025) and other local, state and federal funding sources. There are several aspects to consider while examining this corridor: tourism / visitation statistics and connections to Fairgrounds; physical and recreational connections to river and trails; first impressions of Oklahoma City leaving the airport; entertainment and leisure experiences for visitors and local residents. Timeline - 3-6 months starting in October 2023

Name	Membership	Purpose
Core Project Team	Consultant, Planning Staff, City Manager's Office and Ward 3 Councilmember and Staff	Lead the ongoing delivery of the project across all stages. Endorse project directions and outputs.
Potential Stakeholder Advisory Group	Fairgrounds, Airport, Meridian Corridor property and business owners, Chamber, CVB, OCPD and HOT, Councilwoman Peck / Council staff, and staff from Planning, Parks (OCRRA) and Public Works	Members provide input, vision, expertise and guidance as individuals and/or as a group(s). Also provide input on service delivery and enhancement t
Other Key Actors and Service Providers	FAA, OCFD, Solid Waste Utilities, SHINE,	Share learnings from implementing housing affordability strategies and initiatives
Various City Departments	Other relevant departments and divisions of Planning at the City – Public Works, EMBARK, Traffic, Utilities, Code enforcement, Zoning, CDRP and Transportation Planners	Provide specialized input relevant to key topic areas, such as traffic calming, zoning code updates, infrastructure plannig

**ATTACHMENT "A" JOHNSON and ASSOCIATES
MERIDIAN PLACEMAKING ASSESSMENT SCOPE OF WORK, FEE SCHEDULE AND TIMELINE**

TASK 1 – PROJECT KICK-OFF WITH CORE PROJECT TEAM	Deliverable
<p>Conduct a gathering of thoughts 1-1.5-hour kick off meeting with Core Project Team to discuss:</p> <ul style="list-style-type: none"> ▪ Expectations for the final product ▪ Relevant City initiatives that should inform this project ▪ Ideas for the Bus Tour – who what when ▪ Things we must have and things we can leave out of this effort ▪ Identification of potential organizations and individuals for engagement ▪ Create stakeholder outline and contacts ▪ Confirm this project’s scope against the expectations expressed <p>Prepare for Bus Tour -</p> <p>Outline the purpose and desired outcomes from the Bus Tour. Develop the script and potential emcees for the Bus Tour – schedule an after-location at a Meridian hotel / restaurant back room with snacks (sponsored) so we can have a good recap of impressions.</p>	<ul style="list-style-type: none"> ▪ Kick-off meeting ▪ Project Engagement Plan ▪ Preparation for Bus Tour ▪ Schedule Bus Tour with EMBARK and attendees ▪ Summarize the kick-off meeting in an email to the Project Manager including any thoughts, ideas and concerns

**ATTACHMENT "A" JOHNSON and ASSOCIATES
MERIDIAN PLACEMAKING ASSESSMENT SCOPE OF WORK, FEE SCHEDULE AND TIMELINE**

TASK 2 – BUS TOUR	Deliverable
<p>Half day</p> <p>Accompany the stakeholders from the Airport to Reno per the developed script for stops and presenters and facilitate the after-location meeting.</p> <p>Describe the scope of this Placemaking Assessment, gather the impressions people had of the corridor – surprises, areas to improve, things that work.</p> <p>Meet with Project Manager to debrief and outline next steps</p>	<ul style="list-style-type: none"> ▪ Conduct Bus Tour ▪ Facilitate after-meeting ▪ Document the after-meeting and summarize in an email or document to Project Manager ▪ Pictures from the meeting and tour ▪ Outline of next steps

ATTACHMENT "A" JOHNSON and ASSOCIATES
MERIDIAN PLACEMAKING ASSESSMENT SCOPE OF WORK, FEE SCHEDULE AND TIMELINE

TASK 3 – ENGAGEMENT WITH LOCAL / REGIONAL PARTNERS	Deliverable
<p>Engagement- post Kickoff (some of these may combined into a Focus Group) and determine which meetings the Project Manager should attend</p> <ul style="list-style-type: none"> ▪ Discuss and report on 2027 I-40 Bridge with ODOT ▪ Discuss pros and cons of an online survey ▪ Determine property owners to meet with individually ▪ 1 interview with each OCPD, HOT, Homelessness Special Projects Manager ▪ 1 Interview with Parks and Oklahoma City River Trust representative(s) ▪ 1 Interview with Alliance ▪ 1 meeting with Airport ▪ 1 meeting with Councilwoman Peck ▪ 2 small group Meridian stakeholder meetings ▪ 1 final open house for everyone ▪ Set the date, location and sponsor for the open house ▪ Document and discuss issues and obstacles and means to overcome 	<ul style="list-style-type: none"> ▪ Schedule and conduct meetings, 1:1 and/or small groups ▪ Summarize each meeting in a document for the Project Manager ▪ Intermittent virtual debrief and calibration meetings with Project Manager ▪ Contact List of stakeholders and project participants from City, providers and partners

ATTACHMENT "A" JOHNSON and ASSOCIATES
MERIDIAN PLACEMAKING ASSESSMENT SCOPE OF WORK, FEE SCHEDULE AND TIMELINE

TASK 4 – SYNTHESIS OF ENGAGEMENT AND IDEAS WITH CORE PROJECT TEAM	Deliverable
<p>This task may overlap with Tasks 3 and 5</p> <p>Core Project Team Meeting</p> <ul style="list-style-type: none"> ▪ Calibrate on issues and alignments, themes, and leadership direction for the Placemaking Assessment report ▪ Confirm questions and ideas for further exploration with others ▪ 	<ul style="list-style-type: none"> ▪ Create a PowerPoint format with a preliminary outline of where the findings and recommendations are leaning ▪ List of Capital Projects for 2025 GOB and other public funding sources ▪ Beautification locations and strategies ▪ Placemaking locations and strategies ▪ Gateway strategies ▪ Outline of opportunities for service enhancements ▪ Flag specific questions and issues to discuss

ATTACHMENT "A" JOHNSON and ASSOCIATES
MERIDIAN PLACEMAKING ASSESSMENT SCOPE OF WORK, FEE SCHEDULE AND TIMELINE

TASK 5 – BEGIN DRAFTING THE REPORT	Deliverable
<p>Work with Project Manager to outline the findings and begin a visually-rich outline and report design per the Core Team meeting input from Task 4.</p>	<ul style="list-style-type: none"> ▪ Provide a refined outline of the Placemaking Assessment and include any content developed to this point ▪ Meetings with Project Manager and as needed with specific stakeholders
TASK 6 – DEVELOP MATERIALS FOR AND CONDUCT OPEN HOUSE	Deliverable
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ATTACHMENT "A" JOHNSON and ASSOCIATES
MERIDIAN PLACEMAKING ASSESSMENT SCOPE OF WORK, FEE SCHEDULE AND TIMELINE

TASK 7 – CREATE FIRST DRAFT AND REVISIONS	Deliverable
<ul style="list-style-type: none"> ▪ Create the first draft and distribute as agreed for review ▪ Set meeting with Core Project Team and present the draft report highlight the findings and recommendations ▪ Make it visually rich ▪ Document requested revisions 	<ul style="list-style-type: none"> ▪ Meeting with Core Project Team ▪ Document First Draft ▪ Powerpoint format for meeting with Core Team ▪ One set of revisions as outlined by Project Manager

TASK 8 – FINAL DRAFT	Deliverable
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**ATTACHMENT "A" JOHNSON and ASSOCIATES
MERIDIAN PLACEMAKING ASSESSMENT SCOPE OF WORK, FEE SCHEDULE AND TIMELINE**

This is a preliminary estimate based on our current understanding of the project. We are open to negotiations and would be happy to discuss the project with you in more detail to further refine the scope of work, associated schedule and fees. We feel confident that we can complete all outlined work within the \$50,000 allocated budget.



Project Kick Off (\$500)

Gathering of thoughts, 1.5-hour project kick off meeting with Core Project team.



Bus Tour (\$2,500)

Half day bus tour with stakeholders.
Script for tour and after-location meeting.



Engagement w/ Local & Regional Partners (\$10,000)

Engagement post kick off, small focus group meetings. Include all topics in scope of work from City of OKC.



Synthesis of Engagement (\$2,500)

Calibrate on issues and alignments, themes, and leadership direction for placemaking report.



Begin Drafting the Report (\$4,500)

Work with Project Manager to begin outlining the report.



Open House (\$10,000)

Draft materials and content for Project Manager to review, coordinate the open house, facilitate the event and conduct a debrief.



Create First Draft & Revisions (\$15,000)

Create the first draft and distribute for review, visually rich draft, document and make requested revisions.



Final Draft (\$5,000)

Complete draft, convene meeting with Core Project Team to review final draft and distribute - make sure all parties are satisfied with final draft.

ATTACHMENT "A" JOHNSON and ASSOCIATES
MERIDIAN PLACEMAKING ASSESSMENT SCOPE OF WORK, FEE SCHEDULE AND TIMELINE

The team will comprehensively examine the existing conditions to arrive at options that serve the community’s needs. This schedule will include engagement, project kick-off, a bus tour, additional engagement with local and regional partners, synthesis of ideas with core project team, initial draft of the report and a final draft. This will all take place within the four-month timeframe starting in October 2023.

Tasks	MONTH 1	MONTH 2	MONTH 3	MONTH 4
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PRELIMINARY PLANS & REPORTS: Draft Preliminary Report, Revisions, Acceptance	<div></div>	<div></div>	<div></div>	<div></div>
PLAN COMPLETION: Review by all Agencies, 100% Plans and Specs Completion, Final Review and Approval	<div></div>	<div></div>	<div></div>	<div></div>

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ATTACHMENT “B”

REQUEST FOR PROPOSAL AND CONTRACTOR SUBMITTAL

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ATTACHMENT “B” REQUEST FOR PROPOSAL AND SUBMITTAL - PROPOSAL REQUEST LETTER

From: [Cooper-Hart, Kim L](#)
To: [Mark W. Zitzow \(mzitzow@jaokc.com\)](mailto:mzitzow@jaokc.com)
Subject: Request for J& Quotation: Meridian Placemaking Assessment Due Friday August 11, 2023
Date: Wednesday, August 2, 2023 9:28:00 PM
Attachments: [Example Agreement_Meridian.docx](#)
[image001.jpg](#)
[Attachment A Scope of Work Meridian.docx](#)

Hi Mark,

Please see the attached Meridian Placemaking Assessment Scope of Work for Quotation and an example of a Professional Services Agreement with the City. All contractors must provide a current Certificate of Insurance prior to being awarded the contract. This project is not to exceed \$50,000. In accordance with the City's procurement policies, contracts under \$50,000 may be awarded with City Manager approval. That is the process intended for this project.

Please feel free to contact me with any questions or set up a meeting to discuss. Thank you for your interest in this project. – Kim

Kim Cooper-Hart, AICP

Plan Development and Implementation

Division Manager

Desk: (405) 297-2900 | Cell: (405) 250-5462

[planokc](#) | [City Planning Department](#)

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ATTACHMENT “B” - SCOPE OF WORK FOR QUOTATION

Meridian Placemaking Assessment Project Priorities

The priorities of the Placemaking Assessment are to create actionable recommendations for capital projects and foster agreement and goodwill among the stakeholders about the future of the corridor. The report needs to consider the upcoming GO Bond (Fall 2025) and other local, state and federal funding sources. There are several aspects to consider while examining this corridor: tourism / visitation statistics and connections to Fairgrounds; physical and recreational connections to river and trails; first impressions of Oklahoma City leaving the airport; entertainment and leisure experiences for visitors and local residents.

Timeline - 3-4 months starting in September 2023

TABLE 1: ENGAGEMENT

Name	Membership	Purpose
Core Project Team	Consultant, Planning Staff, City Manager’s Office and Ward 3 Councilmember and Staff	Lead the ongoing delivery of the project across all stages. Endorse project directions and outputs.
Potential Stakeholder Advisory Group	Fairgrounds, Airport, Meridian Corridor property and business owners, Chamber, CVB, OCPD and HOT, Councilwoman Peck / Council staff, and staff from Planning, Parks (OCRRA) and Public Works	Members provide input, vision, expertise and guidance as individuals and/or as a group(s). Also provide input on service delivery and enhancement t
Other Key Actors and Service Providers	FAA, OCFD, Solid Waste Utilities, SHINE,	Share learnings from implementing housing affordability strategies and initiatives
Various City Departments	Other relevant departments and divisions of Planning at the City – Public Works, EMBARK, Traffic, Utilities, Code enforcement, Zoning, CDRP and Transportation Planners	Provide specialized input relevant to key topic areas, such as traffic calming, zoning code updates, infrastructure plannig

ATTACHMENT “B” - SCOPE OF WORK FOR QUOTATION

TASK 1 – PROJECT KICK-OFF WITH CORE PROJECT TEAM	Deliverable
<p>Conduct a gathering of thoughts 1-1.5-hour kick off meeting with Core Project Team to discuss:</p> <ul style="list-style-type: none"> ▪ Expectations for the final product ▪ Relevant City initiatives that should inform this project ▪ Ideas for the Bus Tour – who what when ▪ Things we must have and things we can leave out of this effort ▪ Identification of potential organizations and individuals for engagement ▪ Create stakeholder outline and contacts ▪ Confirm this project’s scope against the expectations expressed <p>Prepare for Bus Tour -</p> <p>Outline the purpose and desired outcomes from the Bus Tour. Develop the script and potential emcees for the Bus Tour – schedule an after-location at a Meridian hotel / restaurant back room with snacks (sponsored) so we can have a good recap of impressions.</p>	<ul style="list-style-type: none"> ▪ Kick-off meeting ▪ Project Engagement Plan ▪ Preparation for Bus Tour ▪ Schedule Bus Tour with EMBARK and attendees ▪ Summarize the kick-off meeting in an email to the Project Manager including any thoughts, ideas and concerns

ATTACHMENT “B” - SCOPE OF WORK FOR QUOTATION

TASK 2 – BUS TOUR	Deliverable
<p>Half day</p> <p>Accompany the stakeholders from the Airport to Reno per the developed script for stops and presenters and facilitate the after-location meeting.</p> <p>Describe the scope of this Placemaking Assessment, gather the impressions people had of the corridor – surprises, areas to improve, things that work.</p> <p>Meet with Project Manager to debrief and outline next steps</p>	<ul style="list-style-type: none">▪ Conduct Bus Tour▪ Facilitate after-meeting▪ Document the after-meeting and summarize in an email or document to Project Manager▪ Pictures from the meeting and tour▪ Outline of next steps

ATTACHMENT “B” - SCOPE OF WORK FOR QUOTATION

TASK 3 – ENGAGEMENT WITH LOCAL / REGIONAL PARTNERS	Deliverable
<p>Engagement- post Kickoff (some of these may combined into a Focus Group) and determine which meetings the Project Manager should attend</p> <ul style="list-style-type: none"> ▪ Discuss and report on 2027 I-40 Bridge with ODOT ▪ Discuss pros and cons of an online survey ▪ Determine property owners to meet with individually ▪ 1 interview with each OCPD, HOT, Homelessness Special Projects Manager ▪ 1 Interview with Parks and Oklahoma City River Trust representative(s) ▪ 1 Interview with Alliance ▪ 1 meeting with Airport ▪ 1 meeting with Councilwoman Peck ▪ 2 small group Meridian stakeholder meetings ▪ 1 final open house for everyone ▪ Set the date, location and sponsor for the open house ▪ Document and discuss issues and obstacles and means to overcome 	<ul style="list-style-type: none"> ▪ Schedule and conduct meetings, 1:1 and/or small groups ▪ Summarize each meeting in a document for the Project Manager ▪ Intermittent virtual debrief and calibration meetings with Project Manager ▪ Contact List of stakeholders and project participants from City, providers and partners

ATTACHMENT “B” - SCOPE OF WORK FOR QUOTATION

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REQUEST FOR QUOTES

SUBMITTAL FROM

JOHNSON AND

ASSOCIATES

**CITY OF OKLAHOMA CITY
PROPOSAL**

**MERIDIAN PLACEMAKING
ASSESSMENT
*AUGUST 2023***



Project Understanding & Approach

The Meridian Corridor is an important piece of Oklahoma City, with a history of being a hotel destination, and recent reinvestment of hotels there is a lot of potential to harness positive movement on Meridian.

As Oklahoma City continued to grow, various roadways and corridors were developed to connect different parts of the city. The Meridian Corridor gained prominence due to its strategic location and the development of residential, commercial, and industrial areas along its route.

The connection from the Will Rogers World Airport to Reno is an important stretch for first time guests to Oklahoma City. and it has historically been a hotel destination. Today, the sense of place is trying to come to surface. Engagement with stakeholders and community, followed with activation of space, can continue to revitalize this important stretch in OKC.

The Project GOAL is to foster agreement and goodwill among the Meridian stakeholders about the future corridor as well as provide actionable recommendations for capitol projects.

Project Understanding & Approach

With an established and successful partnership, J&A will team with ADG Blatt for this project. Mark and AJ have worked together on numerous of projects, most recently the city of Yukon's Comprehensive Plan

Johnson & Associates along with ADG Blatt has a rich history of success in projects similar to this nature. We have outlined plans, timeline, and ideas in the following pages for the Meridian Placemaking Assessment Project.

We feel that success will truly depend on engagement and listening to the stakeholders of the Meridian Corridor. Starting from day one, well through the completion of this project, open and constant communication will be part of our approach, working hand in hand with the City of Oklahoma City and listening and working closely with the advisor groups such as OKC Fairgrounds, Will Rogers Airport team, Meridian Corridor property and business owners, OKC Chamber, OKC CVB, multiple City of OKC Departments and OKC City Council Members.



Meridian Placemaking - Johnson and Associates 2023

JA
JOHNSON & ASSOCIATES

ADG
Blatt

Placemaking Initiatives

Our team did an initial analysis of the Meridian Corridor to identify opportunities for engagement and placemaking. We pinned numerous locations along the corridor that would allow for exciting placemaking opportunities. Below we have outlined a few options we could explore with stakeholders along the corridor.

Activate storefront fencing for temporary public art

- Multiple locations that would be ideal for this along Meridan

Temporary public art on fencing

- Lots of local artists use this median, easy to facilitate.
- Highly engaging and not expensive

Pop-Up Art Exhibits in Empty Storefronts

- Multiple vacant buildings along Meridan between Reno and Airport. Opportunity to activate that space.

Art in Storefronts

- Local artists to use storefront space to engage and fill empty storefronts.
- Can lead to economic success with attracting businesses to lease empty space.

Placemaking Initiatives

Our team is skilled and experienced in placemaking endeavors, knowledgeable on permitting process through the City of Oklahoma City, as well as engagement with stakeholders to find out what they need and want in their neighborhood.

Activate green space with seating, shade and games

- Several empty green spaces along Meridan.

Shade & Seating

- Temporary shade and seating to allow the space to be used.

Engage residents, neighborhood events in green space

- Multiple apartment complexes on Meridan. Engage with residents to plan neighborhood activities.

Organized events and gatherings

- Use green space or empty parking lots to host neighborhood events.
- Markets, Taste of Meridan to feature restaurants, pop-up retail.

Community Engagement Scope

Outline of plans for Community Engagement along the Meridian Corridor:

Planning and Preparation: Define the purpose and goals of community engagement, identify stakeholders and target community groups, determine the scope, timeline, and resources needed, and develop a clear communication plan.

Initial Outreach: Introduce the project/initiative to the community, explain the potential benefits and impacts, Establish contact points for inquiries and feedback.

Understanding Community Needs: Conduct surveys, focus groups, interviews, or public forums to gather information, identify key issues, concerns, and aspirations of the community.

Collaborative Design: Involve the community in brainstorming and co-creating solutions, work together to develop plans, strategies, or policies.

Feedback and Iteration: Present draft proposals to the community for review, gather feedback, suggestions, and concerns, revise plans based on community input.

Transparency: Provide updates on how community input has influenced decisions, share progress and changes in the project/initiative.

Decision-Making: Engage in meaningful dialogue with the community to reach consensus, make decisions based on a combination of community input, expert opinions, and practical considerations.

Implementation: Collaborate on the execution of plans or initiatives, involve community members in relevant tasks and activities.

Continuous Communication: Maintain ongoing communication channels with the community, address concerns, provide updates, and celebrate achievements.

Evaluation: Assess the impact of the project/initiative on the community, gather feedback on the effectiveness of the engagement process, identify lessons learned for future engagements.

Long-Term Engagement: Establish mechanisms for sustained community involvement, create opportunities for ongoing dialogue and collaboration.

Engage Stakeholders

Create opportunity for conversations

We connect and collaborate with the community on all of the aspects of our work from tactical committees to focused discussion groups, to broader community discussions and engagement. We identify current community networks and leaders as a starting point for engaging the community.

SCHEDULE

The team will comprehensively examine the existing conditions to arrive at options that serve the community’s needs. This schedule will include engagement, project kick-off, a bus tour, additional engagement with local and regional partners, synthesis of ideas with core project team, initial draft of the report and a final draft. This will all take place within the four-month timeframe starting in September 2023.

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Johnson & Associates Proposed Fees/Budget

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ATTACHMENT "C"
CERTIFICATE OF NONDISCRIMINATION

THE CITY OF OKLAHOMA CITY

CERTIFICATE OF NONDISCRIMINATION

In connection with the performance under the Contract, the Contractor agrees as follows:

- A. The Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, ancestry, age or disability as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). Contractor shall take affirmative action to ensure that employees are treated without regard to their race, creed, sex, color, national origin, ancestry, age or disability, as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff or termination, rate of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor and Subcontractors shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the City Clerk of the City of Oklahoma City setting forth the provisions of this Section.
- B. In the event of the Contractor's noncompliance with this Nondiscrimination Certificate, the Contract may be canceled, terminated or suspended by the Contracting Public Entity. The Contractor may be declared by the Contracting Public Entity ineligible for further contracts until satisfactory proof of intent to comply shall be made by the Contractor and/or Subcontractors.
- C. The Contractor agrees to include the requirements of this Nondiscrimination Certificate in any subcontracts connected with the performance of this Contract.

I have read the above and agree to abide by these requirements:

This form must be fully completed and signed by the Contractor or Contractor's Authorized Agent.

Johnson & Associates, LLC
Name of Individual, Partnership, Limited Liability
Company, or Corporation hereinafter called Bidder

[Signature]
Signature of Bidder or Authorized Agent

THOMAS W JOHNSON, MANAGING MEMBER
Type or print name and title of person who signed above

This Certificate is required by Oklahoma City Municipal Code, Chapter 25, Article III § 25-41, as incorporated by reference in the City of Oklahoma City's *Standard Specifications for the Construction of Public Improvements* or otherwise in the Bidding Documents.

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ATTACHMENT "D"
ANTICOLLUSION AFFIDAVIT

THE CITY OF OKLAHOMA CITY

ANTICOLLUSION AFFIDAVIT

The following Affidavit is submitted by the Bidder as a part of this Bid

The undersigned Bidder, of lawful age, being duly sworn, upon his oath affirms and says: That Bidder has the lawful authority to execute the within and forgoing Bid; that Bidder has not directly or indirectly entered into any agreement, express or implied, with any bidder or bidders, having for its object the controlling of price or amount of such bid or bids, the limiting of the bids or bidders, the parceling or farming out to any bidder or bidders or other persons of any part of the contract or any part of the subject matter of the bid or bids or of the profits thereof; and that the Bidder has not and will not divulge the sealed bid to any person whomsoever, except those having a partnership or other financial interest with the Bidder in said bid or bids, until and after the sealed bid or bids are opened.

The Bidder further states that the Bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City or Trust official or employee as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any City or Trust officials concerning exchange of money or other thing of value for special consideration in the letting of a contract; that Bidder has not paid, given, or donated or agreed to pay, give, or donate to any officer or employee of The City of Oklahoma City, or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of contract pursuant to this Bid.

This Bid will not be considered unless this form has been fully completed and signed by the Bidder, and notarized, dated and completed by the Notary Public.

JOHNSON & ASSOCIATES, LLC

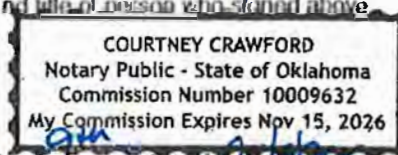
Name of Individual, Partnership, Limited Liability Company, or Corporation hereinafter called Bidder

[Signature]
Signature of Bidder or Authorized Agent

TIMOTHY W. JOHNSON, MANAGING MEMBER
Type or print name and title of person who signed above

STATE OF Oklahoma)

COUNTY OF Oklahoma) \$



This instrument was acknowledged before me this 9th day of October, 2023
by Timothy Johnson as the above named BIDDER or Bidder's Authorized Agent.
(Insert name of person signing above)

My Commission expires 11-15-2026

[Signature]
Notary Public

This Affidavit required by Article IX, Section 4 of the Charter of the City of Oklahoma City and the Oklahoma Competitive Bidding Act

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ATTACHMENT "E"
BUSINESS RELATIONSHIP AFFIDAVIT
THE CITY OF OKLAHOMA CITY

BUSINESS RELATIONSHIP AFFIDAVIT

The following Affidavit is submitted by the Bidder, or Bidder's Authorized Agent, as a part of this Bid:

The undersigned, of lawful age, being first duly sworn on oath, affirms and says that the Bidder is fully knowledgeable of Bidder's business relationships and associations. Bidder further states that the nature of any corporation, company, partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement between Bidder and the architect, the engineer, the Mayor or Members of the Council of The City of Oklahoma City or any Trustee of any Trust or Authority of which The City is the beneficiary and which is a party to this contract, or other party, including but not limited to any consultant or employee engaged to further the Project is as follows:

(IF NONE OF THE BUSINESS RELATIONSHIPS HEREINABOVE MENTIONED EXIST, BIDDER SHALL SO STATE BY WRITING THE WORD "NONE", NO, N/A" OR BY OTHERWISE INDICATING THE ABSENCE OF SUCH BUSINESS RELATIONSHIPS IN THE BLANK. IF THE ABOVE LINE IS LEFT BLANK, THE BID SHALL BE REJECTED.)

The Bidder further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer, agent, employee, partner or director of the Bidder and any officer or director, agent, employee, or partner of the architectural or engineering firm, or consultant or employee engaged to further the project, or other party to the Project or any official or trustee of any public entity which is a party to the Contract for the Project is as follows:

(IF NONE OF THE BUSINESS RELATIONSHIPS HEREINABOVE MENTIONED EXIST, BIDDER SHALL SO STATE BY WRITING THE WORD "NONE", NO, N/A" OR BY OTHERWISE INDICATING THE ABSENCE OF SUCH BUSINESS RELATIONSHIPS IN THE BLANK. IF THE ABOVE LINE IS LEFT BLANK, THE BID SHALL BE REJECTED.)

Bidder also states that the names of all persons having any such business relationships and the positions held within their respective companies or firms are as follows:

(IF NONE OF THE BUSINESS RELATIONSHIPS HEREINABOVE MENTIONED EXIST, BIDDER SHALL SO STATE BY WRITING THE WORD "NONE", NO, N/A" OR BY OTHERWISE INDICATING THE ABSENCE OF SUCH BUSINESS RELATIONSHIPS IN THE BLANK. IF THE ABOVE LINE IS LEFT BLANK, THE BID SHALL BE REJECTED.)

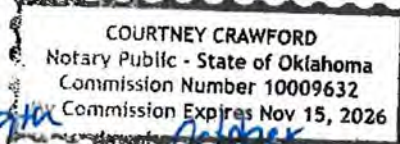
This Bid will not be considered unless this form has been fully completed and signed by the Bidder, and notarized, dated and completed by the Notary Public.

Johnson & Associates, LLC
Name of Individual, Partnership, Limited Liability
Company, or Corporation hereinafter called Bidder

[Signature]
Signature of Bidder or Authorized Agent

MANAGING MEMBER, TIMOTHY W JOHNSON
Type or print name and title of person who signed above

STATE OF Oklahoma)
COUNTY OF Oklahoma) \$



This instrument was acknowledged before me this 11th day of October, 2023,
by Timothy Johnson as the above named BIDDER or Bidder's Authorized Agent.
(Insert name of person signing above)

[Signature]
Notary Public

My Commission expires 11-15-2026

This Affidavit required for Public Improvement Projects by 61 Oklahoma Stat. 2091, § 108.

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ATTACHMENT “F”:
Certificate of Insurance

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/9/2023

PRODUCER Alexandria Newton 2222 Westpark Dr., Ste A Norman, OK 73069 (405)573-9837	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED Johnson and Associates, LLC 1 E Sheridan Ave Suite 200 Oklahoma City, OK 73104	<table><tr><th>INSURERS AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: American National Insurance</td><td></td></tr><tr><td>INSURER B: Liberty Mutual</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr></table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: American National Insurance		INSURER B: Liberty Mutual		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: American National Insurance													
INSURER B: Liberty Mutual													
INSURER C:													
INSURER D:													
INSURER E:													

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS												
LTR	INSRD																	
		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	3501X0003	09/02/2023	09/02/2024	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 1,000,000</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 1,000,000
EACH OCCURRENCE	\$ 1,000,000																	
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000																	
MED EXP (Any one person)	\$ 5,000																	
PERSONAL & ADV INJURY	\$ 1,000,000																	
GENERAL AGGREGATE	\$ 2,000,000																	
PRODUCTS - COMP/OP AGG	\$ 1,000,000																	
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	3501C0001	09/02/2023	09/02/2024	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																	
BODILY INJURY (Per person)	\$																	
BODILY INJURY (Per accident)	\$																	
PROPERTY DAMAGE (Per accident)	\$																	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				<table><tr><td>AUTO ONLY - EA ACCIDENT</td><td>\$</td></tr><tr><td>OTHER THAN EA ACC</td><td>\$</td></tr><tr><td>AUTO ONLY: AGG</td><td>\$</td></tr></table>	AUTO ONLY - EA ACCIDENT	\$	OTHER THAN EA ACC	\$	AUTO ONLY: AGG	\$						
AUTO ONLY - EA ACCIDENT	\$																	
OTHER THAN EA ACC	\$																	
AUTO ONLY: AGG	\$																	
		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	3501C0001	10/17/2023	10/17/2024	<table><tr><td>EACH OCCURRENCE</td><td>\$ 9,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 9,000,000</td></tr><tr><td></td><td>\$</td></tr><tr><td></td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 9,000,000	AGGREGATE	\$ 9,000,000		\$		\$		\$		
EACH OCCURRENCE	\$ 9,000,000																	
AGGREGATE	\$ 9,000,000																	
	\$																	
	\$																	
	\$																	
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	XWS58042240	06/01/2023	06/01/2024	<table><tr><td>WC STATU-TORY LIMITS</td><td>OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td></td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td>\$ 1,000,000</td></tr></table>	WC STATU-TORY LIMITS	OTH-ER		E.L. EACH ACCIDENT		\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000	E.L. DISEASE - POLICY LIMIT		\$ 1,000,000
WC STATU-TORY LIMITS	OTH-ER																	
E.L. EACH ACCIDENT		\$ 1,000,000																
E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000																
E.L. DISEASE - POLICY LIMIT		\$ 1,000,000																
		OTHER																

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The City of Oklahoma City and it's participating trusts are named additional insureds without reservation or restriction on liabilities policies as required by contract. The coverage listed with American National Insurance has a \$1,000.00 deductible. The City of Oklahoma City Project is Meridian Placemaking Assessment. Waivers of subrogation apply on Workers Compensation, General Liability and Auto Liability coverage required by written contract and allowed bt state law.

CERTIFICATE HOLDER

The City of Oklahoma City
The City's Participating Public Trusts
420 West Main Street
Oklahoma City, OK 73102

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Alexandria Newton

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/3/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners of Washington, LLC 19689 7th Ave NE, Ste 183, PMB #369 Poulsbo WA 98370	CONTACT NAME: Jim Ledbetter PHONE (A/C, No, Ext): 360-626-2019 E-MAIL ADDRESS: jim.ledbetter@assuredpartners.com FAX (A/C, No): 360-626-2019
INSURED Johnson & Associates, LLC 1 E Sheridan Ave Suite 200 Oklahoma City OK 73104	INSURER(S) AFFORDING COVERAGE INSURER A: Pacific Insurance Company, Limited INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 10046

COVERAGES**CERTIFICATE NUMBER:** 276160793**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ \$ \$
A	Professional Liability			13OH049572023	1/1/2023	1/1/2024	Per Claim Aggregate \$2,000,000 \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured Status is not available on Professional Liability Policy.

CERTIFICATE HOLDER**CANCELLATION**

The City of Oklahoma City
The City's Participating Public Trusts
420 West Main Street
Oklahoma City, OK 73102

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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