

PROJECT AGREEMENT

This Project Agreement (“Agreement”) is entered into as set forth below between the Oklahoma City Riverfront Redevelopment Authority (“OCRRA”) and the Department of Transportation of the State of Oklahoma (“ODOT”).

RECITALS:

WHEREAS, The City of Oklahoma City (“City”) owns property within and adjacent to the North Canadian River, part of which includes the Oklahoma River Corridor; and

WHEREAS, OCRRA is a public trust of which the City is sole beneficiary; and

WHEREAS, the City has leased the Oklahoma River Corridor property to OCRRA; and

WHEREAS, since 2022, OCRRA and ODOT have entered into several Agreements allowing ODOT to temporarily install Light Detection and Ranging equipment and related appurtenances (collectively, “LIDAR”) on the OCRRA property south of the Oklahoma River, near Interstate 35 (“Site”), as shown in Exhibit A, incorporated herein; and

WHEREAS, the pole-mounted LIDAR installations use specialized cameras and technology to identify objects passing on the Oklahoma River, with the goal of calibrating the LIDAR equipment; and

WHEREAS, these trials, part of a broader test at multiple locations across the state, may help ODOT protect bridge piers by accurately identifying debris and other hazards moving upon waterways throughout Oklahoma; and

WHEREAS, ODOT intended to complete the project several months ago; however, a series of extenuating circumstances beyond ODOT’s control caused delays; and

WHEREAS, the most recent Agreement has expired, and ODOT requested a new Agreement to complete the planned LIDAR testing; and

WHEREAS, 60 O.S. § 176 et seq. authorizes OCRRA, and 69 O.S. § 304 authorizes ODOT, to enter into agreements for maintenance, use, and regulation of highways, roads, streets, and connecting links; and

WHEREAS, in recognition of the potential public benefits of allowing ODOT to proceed with LIDAR testing on the Oklahoma River, OCRRA is willing to enter into this Agreement.

NOW, THEREFORE, OCRRA and ODOT agree:

1. ADDITIONAL DEFINITIONS

- A. For this Agreement, “OCRRA” shall mean the Oklahoma City Riverfront Redevelopment Authority or its authorized agents.
- B. For this Agreement, “City” shall mean the City of Oklahoma City or its authorized agents.
- C. For this Agreement, “ODOT” shall mean the State of Oklahoma Department of Transportation or its authorized agents or contractors.

2. GRANT

OCRRA hereby grants ODOT access to the Site, as depicted in Exhibit A. This grant shall be for the limited purpose of temporarily placing LIDAR test installations to collect data to help refine the system’s debris-warning capabilities. ODOT shall not conduct other activities at the Site without OCRRA approval.

3. NO COST TO OCRRA OR THE CITY

Unless specified elsewhere in this Agreement, ODOT shall conduct all Agreement-related activities at its own expense. There shall be no cost to OCRRA or the City for this project, beyond normal management supervision of the Site.

4. ENVIRONMENTAL DAMAGE

ODOT shall cause no environmental damage at the Site or on surrounding OCRRA or City property. If such damage occurs due to activities under this Agreement, ODOT shall immediately remedy the situation, pursuant to applicable environmental regulations, or otherwise compensate the OCRRA or the City for actual damages or losses. ODOT’s responsibilities to remediate such environmental damage shall continue in effect after the expiration or termination of this Agreement.

5. INSURANCE

- A. ODOT shall provide a comprehensive general liability insurance policy sufficient to meet OCRRA’s and the City’s maximum liability under the Oklahoma Governmental Tort Claims Act (51 O.S. § 151 et seq., “Tort Claims Act”), as it may be amended. The current required coverage is one hundred seventy-five thousand dollars (\$175,000) per person for injury or death, twenty-five thousand dollars (\$25,000) per claim for property damage, and one million dollars (\$1,000,000) for all claims arising from a single occurrence, to be effective during the Agreement term, as described in Section 17. ODOT shall pay required insurance premiums or deductibles.

- B. The insurance policy required under this section shall name OCRRA and the City as additional insured. ODOT shall not cancel, fail to renew, nor decrease the limits by endorsement without thirty (30) calendar days' written notice to OCRRA by certified mail using the contact information contained in Subsection 19.A.
- C. ODOT shall provide employers' liability insurance and workers' compensation insurance as required by state law.
- D. Consistent with the other requirements of this Section, ODOT shall provide a certificate of insurance to OCRRA before this Agreement is docketed for OCRRA action. (See Exhibit B, incorporated herein.)

6. INDEMNIFICATION

- A. To the extent authorized under Oklahoma law, ODOT's contractor shall release, indemnify, and hold harmless OCRRA and the City, and their officers, agents, and employees, for any property damage or loss, for any injury or death, and for any claims or liability arising from any activity under this Agreement. This provision shall survive the expiration or termination of this Agreement, not be limited by any other Agreement provision, and be binding upon ODOT's contractor and its representatives, successors, and assigns.
- B. ODOT, OCRRA and the City are constitutionally and statutorily prohibited from indemnifying any third party, pursuant to Article X, Sections 9, 14, 17, 19, and 26 of the Oklahoma Constitution and the Tort Claims Act, as it may be amended.

7. MONITORING AND SECURITY

ODOT shall ensure that its activities at the Site comply with the Agreement terms and are conducted in a safe, supervised manner using the least invasive means feasible. This shall include, but is not limited to, providing necessary monitoring and security of the LIDAR installations at the Site and promptly repairing, replacing, or removing such items if they are damaged or destroyed.

8. SITE MAINTENANCE

ODOT shall properly maintain the area around the LIDAR installations. This shall include, but is not limited to, weed abatement, litter and erosion control, and stormwater pollution prevention.

9. CONDITION AT EXPIRATION OR TERMINATION OF AGREEMENT

- A. Consistent with the requirements of Subsection 26.B., at the expiration or termination of this Agreement, ODOT shall promptly remove the LIDAR installations and related appurtenances and return the Site to pre-existing condition or better, normal wear and tear excepted. This shall include, but is not limited to, seeding or sodding the Site as deemed reasonably necessary by OCRRA.

- B. If sodding is required, ODOT shall perform necessary watering and maintenance of the sod for up to sixty (60) calendar days, or until the sod is established to OCRRA's reasonable standards, whichever is first.

10. TERMINATION

- A. Either party may terminate this Agreement, for any reason and without cost or liability, upon thirty (30) calendar days' written notice to the other party.
- B. Consistent with the requirements of Subsection 10.A., if OCRRA determines, in good faith, that ODOT has allowed a condition at the Site that poses an imminent danger to persons or property, they may declare ODOT to be in breach of this Agreement. In such case, OCRRA may, upon either written or verbal notice, terminate this Agreement immediately thereafter without cost or liability to OCRRA or the City. However, if upon such notice, ODOT demonstrates an ability to promptly correct the situation, it shall have a reasonable opportunity to do so before OCRRA terminates this Agreement.

11. WAIVER OF BREACH

OCRRA may waive any Agreement breach. However, that shall not grant a continuing waiver of such breach or similar Agreement breaches. Also, OCRRA may later require ODOT to comply with any previously waived Agreement breach.

12. COORDINATION OF ACCESS TO SITE

ODOT warrants that the project shall not unreasonably interfere with use of the Site by others. ODOT shall coordinate its activities with OCRRA to avoid unreasonable interference with OCRRA's operations.

13. NO DAMAGE TO STRUCTURES

- A. ODOT shall not remove, alter, or damage landscaping, pavement, signs, trails, fences, or other structures at the Site. If such damage occurs as a result of Agreement-related activities, ODOT shall promptly restore the property to pre-existing condition or better or otherwise compensate OCRRA or the City for actual damages or losses. This section excludes normal wear and tear on OCRRA or City property, as determined by OCRRA.
- B. The act of installing, maintaining, or removing LIDAR facilities from the Site shall not, by itself, constitute "damage" as used in this section.
- C. ODOT shall not operate any vehicle heavier than a light-duty pickup truck on OCRRA property without OCRRA approval. This includes, but is not limited to, the South Oklahoma River Trail.

14. LAWS, RULES, AND REGULATIONS

- A. This Agreement shall be subject to applicable laws, rules, regulations, guidelines, and policies.
- B. ODOT shall obtain other permits required to perform activities under this Agreement. These shall include, but are not limited to, approvals from the City's Public Works Department or the City's Planning Department.

15. NOTIFICATION OF ENTRY

ODOT shall give OCRRA reasonable notice before conducting activities under this Agreement.

16. RIGHT OF OBSERVATION AND INSPECTION

OCRRA shall have the right, but not the duty, to enter or inspect the Site at any time and for any official purpose. This shall include, but is not limited to, determining compliance with this Agreement.

17. TERM

Upon approval by OCRRA, this Agreement shall be effective through August 31, 2026, or until ODOT notifies OCRRA that it has completed the project, whichever is first. This Agreement may also be terminated as provided for in Section 10.

18. WHOLE AGREEMENT

This Agreement contains all terms agree to by ODOT and OCRRA. It may be amended by written agreement of both parties.

19. NOTICES

- A. Official communications to OCRRA regarding this Agreement shall be sent to:

The City of Oklahoma City
Parks and Recreation Department
c/o: OCRRA Trust Specialist
420 W. Main, Suite 210
Oklahoma City, OK 73102
(405) 297-3882
okcparks@okc.gov

and

The City of Oklahoma City
City Clerk/OCRRA Secretary
200 North Walker Avenue, 2nd Floor
Oklahoma City, OK 73102
405-297-2391
cityclerk@okc.gov

B. Official communications to ODOT regarding this Agreement shall be sent to:

Alan Stevenson, PE
Asst State Maintenance Engineer, Maintenance Division
ITS, Fiber Optics, and Wireless Branches
200 NE 21st Street
Oklahoma City, OK 73105
Office # 405-521-6460
astevenson@odot.org

or to the persons and addresses the parties later designate in writing.

20. SECTION HEADINGS

The section headings of this Agreement are for convenience of reference only and shall not affect its meaning or interpretation. ODOT acknowledges that its signatory was able to fully review all Agreement terms before signing. This Agreement shall not be construed in favor of (or against) either party based on who drafted it.

21. APPLICABLE LAW

This Agreement shall be governed by, and construed in accordance with, Oklahoma law.

22. OCRRA DESIGNEE

The OCRRA General Manager or designee is authorized to exercise any right or duty of OCRRA under this Agreement.

23. DIGGING, TRENCHING, OR STAKING

Before digging, trenching, or staking at the Site, ODOT's contractor shall call OKIE, at 811 or at 1-800-522-OKIE, to arrange an underground utility locate. OCRRA shall be notified in advance and may have staff present to monitor such activities.

24. NON-INTERFERENCE OF LIDAR

ODOT warrants that any light emitted from the LIDAR installations shall be directed so as not to endanger or unreasonably disrupt trail users or nearby watercraft, aircraft, or motorists.

25. SITE “AS-IS”

- A. ODOT accepts the Site “as-is” and without warranty. OCRRA makes no representation about the Site’s suitability for ODOT’s intended use. Neither OCRRA nor the City shall be liable for any defect at the Site.
- B. ODOT warrants that, before entering into this Agreement, it inspected the Site, to the extent deemed necessary and prudent, to determine its condition and appropriateness for use under this Agreement.

26. CONSIDERATION

- A. As consideration, ODOT shall duly and timely complete LIDAR testing at the Site, which shall provide the public benefits referenced herein.
- B. As additional consideration, when this Agreement expires or is terminated, OCRRA shall have the option to retain certain appurtenances related to the LIDAR installations at the Site. These shall include, but are not limited to, associated fiberoptic strands, a camera, conduit, and poles valued by ODOT at twenty-five thousand dollars (\$25,000). For the purposes of this subsection, “appurtenances” shall not include the LIDAR equipment, sensors, or related hardware.
- C. As additional consideration, ODOT shall, upon request, share with OCRRA any data obtained during the LIDAR tests that OCRRA determines may be useful in its management of the Oklahoma River Corridor property.

27. UTILITIES

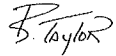
ODOT shall pay for utilities needed to serve the LIDAR installations at the Site. ODOT shall have related utility meters placed in its name.

28. NO DATA MONITORING BY OCRRA

OCRRA shall not monitor or control LIDAR data collected at the Site. Neither OCRRA nor the City shall be liable for the collection, dissemination, or use of any data collected at the Site under this Agreement.

REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE TO FOLLOW

APPROVED by the Department of Transportation of the State of Oklahoma this ____ day of _____, 2024.



Brian Taylor, Chief Engineer

REVIEWED for form and legality


AS


TH


SD



David Miley, Assistant General Counsel

APPROVED by the Oklahoma City Riverfront Redevelopment Authority this 22ND day of OCTOBER, 2024.



Asst. Secretary

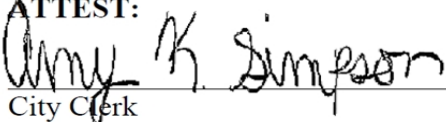




Chairman

CONCURRED by the City Council of The City of Oklahoma City this 5TH day of NOVEMBER, 2024.


ATTEST:


City Clerk




Vice Mayor

REVIEWED for form and legality



Assistant Municipal Counselor

Exhibit A

Site

(Attached)

Exhibit A

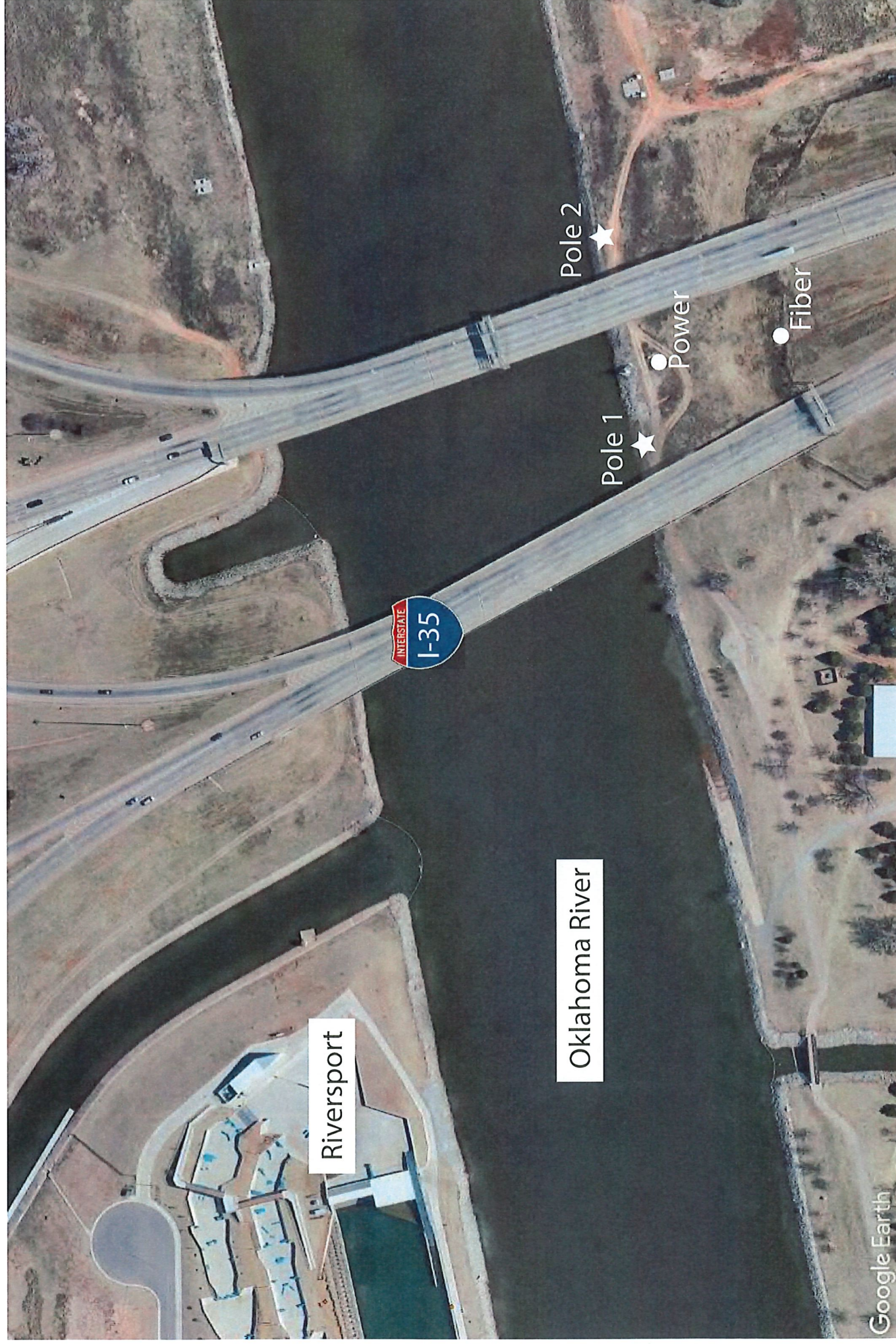



Exhibit B
Certificate of Insurance
(Attached)

Signature: 
Alan Stevenson (Sep 5, 2024 12:16 CDT)
Email: astevenson@odot.org

Signature: 
Taylor Henderson (Sep 5, 2024 13:43 CDT)
Email: thenderson@odot.org

Signature: 
Shawn Davis (Sep 6, 2024 14:36 CDT)
Email: sdavis@odot.org



RF-IINC-02

JFORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/23/2024

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 Rich & Cartmill, Inc. 9401 Cedar Lake Avenue Oklahoma City, OK 73114 | CONTACT NAME: Jacquie Ford | |
| | PHONE (A/C, No, Ext): (405) 463-7519 FAX (A/C, No): | |
| | E-MAIL ADDRESS: jford@rcins.com | |
| INSURED RF-IP, Inc. 7720 N Robinson Ave B3 Oklahoma City, OK 73116-7734 | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : STATE AUTO PROPERTY & CASUALTY | 25127 |
| | INSURER B : State Auto Mutual | 25135 |
| | INSURER C : COMPSOURCE MUTUAL INS CO | 36188 |
| | INSURER D : Lloyds of London | 112200 |
| | INSURER E : | |
| | INSURER F : | |

COVERAGES

CERTIFICATE NUMBER:

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 |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | 10134487CP | 6/1/2024 | 6/1/2025 | 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 \$ 2,000,000 |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" 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 | | | 10134491CA | 6/1/2024 | 6/1/2025 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | 10134492CU | 6/1/2024 | 6/1/2025 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | 03536247241 | 6/1/2024 | 6/1/2025 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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 |
| D | Professional | | | PF00506A22 | 6/1/2023 | 6/1/2024 | Professional 2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: LIDAR installation along the Oklahoma River
The City of Oklahoma City and the Oklahoma City Riverfront Redevelopment Authority are Included as Additional Insured as Respects to General Liability, on a primary & non-contributory basis and for Ongoing Operations and Products/Completed Operations, Auto Liability, & Excess Liability as Required by Written Contract. Waiver of Subrogation is Included in Favor of Certificate Holder as Respects to General Liability, Auto Liability, Excess Liability and Workers Compensation as Required by Written Contract.

CERTIFICATE HOLDER

CANCELLATION

| | |
|--|---|
| Oklahoma Department of Transportation 200 N.E. 21ST Street Oklahoma City, OK 73105 | 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 <i>Bobby J Young</i> |
|--|---|