

Solicitation RFP OCWUT 18-24

RFP OCWUT 18-24 Request for Boathouse and Marina Management Agreement

Bid Designation: Public



City of Oklahoma City and its Trusts

Bid RFP OCWUT 18-24

RFP OCWUT 18-24 Request for Boathouse and Marina Management Agreement

Bid Number	RFP OCWUT 18-24
Bid Title	RFP OCWUT 18-24 Request for Boathouse and Marina Management Agreement
Bid Start Date	In Held
Bid End Date	Apr 3, 2024 4:00:00 PM CDT
Question & Answer End Date	Mar 22, 2024 5:00:00 PM CDT
Bid Contact	Mark Keesee 405-297-2765 mark.keesee@okc.gov
Bid Contact	City Clerk 405-297-2391 cityclerk@okc.gov
Bid Contact	Rebecca Cavnar 405-297-1525 rebecca.cavnar@okc.gov
Bid Contact	Stephen Krausnick 405-297-2746 stephen.krausnick@okc.gov
Contract Duration	3 years
Contract Renewal	1 annual renewal
Prices Good for	30 days
Standard Disclaimer	This site and system is hosted by Oklahoma City through BIDSYNC for use of The City of Oklahoma City and its trusts. Certain screens and flags may show the name and/or seal of The City; however, such references do not indicate or change the contracting entity.
Bid Comments	For Boathouse and Marina Management Agreement for Draper Concessions

Item Response Form

Item	RFP OCWUT 18-24--01-01 - Boathouse and Marina Management Agreement for Lake Stanley Draper
Quantity	1 each
Prices are not requested for this item.	

Delivery Location

City of Oklahoma City and its Trusts

No Location Specified

Qty 1

Description

Please see attached Rate Card.

2024

Tasha DeWitt
Property Specialist
Utilities Department
The City of Oklahoma City
Tasha.dewitt@okc.gov

RFP OCWUT 18-24 REQUEST FOR PROPOSALS FOR BOATHOUSE & MARINA MANAGEMENT AGREEMENT

RFP OCWUT 18-24 Request for Proposals for Boathouse & Marina Management Agreement

Table of Contents

1. OVERVIEW - INTENT OF REQUEST FOR PROPOSAL	4
1.1 CONTENTS OF REMAINING REQUEST FOR PROPOSAL SELECTIONS	4
2. PROCESS, SCHEDULE, TERMS AND CONDITIONS	5
2.1 PROCESS AND SCHEDULE	5
2.2 PROPOSAL SUBMISSION, TIME, DATE, AND PLACE.....	5
2.3 CONTACT PERSON AND ADDITIONAL INFORMATION	5
2.4 INTERPRETATIONS AND ADDENDA.....	5
2.5 REQUEST FOR PROPOSAL PROCESS.....	6
2.5.1 OPTIONAL SITE VISIT	6
2.5.2 PRE-PROPOSAL QUESTIONS.....	6
2.5.3 EVALUATION OF PROPOSALS.....	6
2.6 RIGHTS OF CONTRACTING ENTITY.....	6
2.7 RIGHTS OF THE GENERAL MANAGER AND/OR DESIGNEE	7
2.8 COST INCURRED BY PROPOSERS	7
2.9 DISCLAIMER OF RFP AGENCY.....	7
2.10 UNDUE INFLUENCE	7
2.11 WHOLE AGREEMENT	8
2.12 RIGHT TO REJECT.....	8
2.13 CONSEQUENCE OF PROPOSAL SUBMISSION	8
3. PROPOSAL REQUIREMENTS / MINIMUM QUALIFICATIONS	9
3.1 MINIMUM QUALIFICATIONS	9
3.1.2 PROFESSIONAL QUALIFICATIONS.....	9
3.1.3 PRIOR CONTRACT PERFORMANCE.....	9
3.2 PROPOSAL FORMAT AND CONTENTS.....	9
3.3 TITLE PAGE.....	9
3.4 TABLE OF CONTENTS.....	10
3.5 EXECUTIVE SUMMARY	10
3.6 OUTLINE OF PROPOSED SCOPE – APPROACH.....	10
3.7 PERSONNEL ASSIGNED.....	10
3.8 EXPERT/DEMONSTRATED EXPERIENCE	10
3.9 SCHEDULE.....	10

RFP OCWUT 18-24 Request for Proposals for Boathouse & Marina Management Agreement

3.10 STATEMENT OF FEES	10
3.11 PROPOSAL FORMS.....	11
4. EVALUATION CRITERIA AND EVALUATION/SELECTION PROCESS	11
4.1 GENERAL.....	11
4.2 EVALUATION.....	11
4.2.1 TECHNICAL APPROACH.....	11
4.2.2 COST	11
4.3 EVALUATION AND SELECTION PROCESS.....	12
4.4 NEGOTIATIONS	12
4.5 PROPOSAL AWARD.....	12
5. SCOPE OF SERVICES	13
5.1 TECHNICAL SPECIFICATIONS	13
5.2 QUALIFICATIONS	13
5.3 GENERAL RESPONSIBILITIES AND DUTIES.....	13
5.4 PAYMENT/INVOICE.....	14
5.5 COST ADJUSTMENT TERMS.....	15
5.6 SAFETY DATE SHEET	16
5.7 INSURANCE REQUIREMENTS	16
5.8 ATTACHMENT A STATEMENT OF WORK.....	18
5.9 LETTER OF AUTHORIZATION	24

RFP OCWUT 18-24 Request for Proposals for Boathouse & Marina Management Agreement

1. INTENT OF REQUEST FOR PROPOSAL

The Oklahoma City Water Utilities Trust (OCWUT), "Contracting Entity," is requesting proposals from interested firms (Proposers) for professional (RFP) for Boathouse & Marina Management Agreement

The initial term of the resulting Professional Services Agreement shall be effective for a period of three (3) years, as approved by Contracting Entity, with the option to renew for one (1) additional three (3) year term.

The term "Contracting Entity" as used throughout this RFP shall mean Oklahoma City Water Utilities Trust (OCWUT). However, should The City of Oklahoma City or a PUBLIC TRUST of which The City of Oklahoma City is beneficiary, choose to avail itself of goods or services from the resultant Agreement the contracted Proposer(s) will honor the terms and conditions, including price, of the Agreement. Should a related agency desire to use these services the Contracting Entity and the agency will meet and agree on a change request including described fees and services.

The Proposer shall provide a sufficiently detailed written proposal with accompanying statement of service, and resource commitment plan as further detailed in this RFP. Contracting Entity has provided a standardized Agreement used for contracting all professional services. OCWUT support staff and the selected Proposer can quickly finalize the Agreement using components of the Proposal if it is sufficiently detailed and accurate. Proposers that provide a clear, detailed proposal will receive more consideration than Proposers providing general responses that are not responsive to the requirements of this RFP.

Any capitalized terms not defined in Section 1 through 5 of this RFP will have the meaning set forth in the Agreement. If there is anything contained in the RFP that is deemed inconsistent with, or conflicts with, the Agreement, the Agreement will control. Captions, headings, subheadings, headers and footers, are for ease of reference only and do not constitute a part of this RFP.

1.1 Contents of Remaining Request for Proposal Sections

The remainder of this RFP is divided into the following sections:

Section 2: Procurement Process, Schedule, Terms and Conditions – Presents the RFP process including the presently contemplated schedule.

Section 3: Proposal Requirements / Minimum Qualifications – Presents the requirements and gives instructions for the preparation of the Proposals.

Section 4: Evaluation Criteria and Evaluation/Selection Process – Includes the criteria and evaluation process by which the Proposals (including all supplemental information) will be evaluated.

Section 5: Scope of Services – Includes the scope of the Project and requirements for the proposed services.

RFP OCWUT 18-24 Request for Proposals for Boathouse & Marina Management Agreement

2. PROCESS, SCHEDULE, RFP TERMS AND CONDITIONS

2.1 PROCESS AND SCHEDULE

The preliminary process and schedule is shown below in Table 2.1. All of the activities and dates shown in Table 2.1 are subject to change.

Table 2.1 - Process and Schedule

<u>Major Activity</u>	<u>Dates</u>
1. OCWUT Authorizes Issuance of RFP	February 27, 2024
2. RFP is available to Proposers in Periscope	February 28, 2024
3. Optional Site Visit	Proposer schedules on or before: March 19, 2024
4. Last Date for Contracting Entity to receive Questions on this RFP	March 20, 2024
5. Contracting Entity issues Final Addenda if needed	March 22, 2024
6. Proposals Due	April 3, 2024

2.2 Proposal Submission, Time, Date and Place

The Proposals are due before 4:00:00 p.m. CST on the date set forth in Table 2.1 to this RFP and the Proposers will submit their Proposals in the electronic bidding application, Periscope.

The submittal of the Proposals to Contracting Entity in Periscope on the above date and prior to specified time is solely the responsibility of the Proposer. Proposals will not be allowed to be submitted after the specified time.

2.3 Contact Person and Additional Information

The Periscope contact person for this RFP is:

Mark Keesee
The City of Oklahoma City Utilities Department
420 W. Main Street, Suite 500
Oklahoma City, Oklahoma 73102
Email: WW-procurement@okc.gov

Request for additional information or clarification on this RFP must be submitted in Periscope no later than the date shown in Table 2.1 of this RFP. Contracting Entity will issue responses to inquiries and any other corrections or amendments it deems necessary as addenda via Periscope on or prior to the date shown in Table 2.1 of this RFP.

2.4 Interpretations and Addenda

No interpretation, explanation or clarification of this RFP, including without limitation, the Appendices hereto, by any official, employee, consultant, attorney or other representative of Contracting Entity will be considered authoritative or binding to Contracting Entity unless contained in written addenda to this RFP. Contracting Entity will not be bound by any information,

RFP OCWUT 18-24 Request for Proposals for Boathouse & Marina Management Agreement

explanation, clarification or any interpretation, oral or written, by whoever made it, which is not incorporated into a written addendum to the RFP. All addenda will be posted in Periscope. All such addenda will become part of this RFP and all interested parties will be bound by such addenda.

2.5 Request for Proposal Process

It is presently contemplated that the RFP process will be as described in this RFP. However, Contracting Entity and the General Manager of OCWUT (General Manager or designee) reserve the right to deviate from this process.

2.5.1 Optional Site Visit

Proposers have an opportunity to visit the site with City staff. Interested Proposers may inspect the site, and any questions that a Proposer may have during and after the site visit must be submitted in writing as outlined in Paragraph 2.5.2 Pre-Proposal Questions. Please contact Tasha DeWitt at (405) 297-2147 to schedule an optional site visit. The optional site visit must take place on or before **Tuesday, March 19, 2024**. Verbal responses to questions during the optional site visit and throughout the entire RFP process are for informational purposes only and cannot be relied upon.

2.5.2 Pre-Proposal Questions

Verbal responses to questions during the meeting and throughout the entire RFP process are for informational purposes only and cannot be relied upon.

To obtain answers to questions and clarifications which can be relied upon, questions from Proposers must be submitted in Periscope prior to the date shown in Table 2.1 of this RFP. Responses to questions or clarifications will be addressed through addenda to this RFP posted in Periscope. Request for additional information will be responded to by posting the additional information in Periscope and by notifying all Proposers of the availability of such additional information via Periscope. A list of additional electronic information posted to the electronic document site will be maintained and made available to Proposers through Periscope.

2.5.3 Evaluation of Proposals

Section 4 of this RFP contains the evaluation criteria and the evaluation process to be used to evaluate the Proposals and select a Proposal.

2.6 Rights of Contracting Entity

By issuing the RFP, Contracting Entity reserves the following rights.

- a) This RFP constitutes an invitation to submit Proposals to Contracting Entity. This RFP does not obligate Contracting Entity to procure or contract for any of the Scopes of Services set forth in this RFP.
- b) To reject any or all Proposals.
- c) To cancel this RFP with or without the substitution of another RFP and/or RFQ.
- d) To select and enter into negotiations with the Proposer or Proposers that submitted the most advantageous Proposal, in the sole judgment of Contracting Entity.
- e) To request or require a Best and Final Offer (BAFO) from any or all Proposers.

RFP OCWUT 18-24 Request for Proposals for Boathouse & Marina Management Agreement

- f) To cease or suspend negotiations with any Proposer at any time and to engage in negotiations with another Proposer.
- g) To enter into an Agreement with the Proposer whose Proposal is determined, in the sole judgment of Contracting Entity, to be in the best interest of Contracting Entity.

2.7 Rights of the General Manager and/or Designee

By issuing this RFP, Contracting Entity delegates the following rights to the General Manager and/or designee of Contracting Entity, notwithstanding the charter, rights and duties of any departments, agencies or otherwise.

- a) To prepare and issue modifications and/or addenda to this RFP prior to the receipt of the Proposals that may change, expand, restrict, or cancel any portion or all work or other items described in this RFP.
- b) To receive questions, including assumptions and exceptions, from Proposers prior to the date listed in Table 2.1 and to provide such answers as it deems appropriate.
- c) To change the date for receipt of Proposals or any deadlines and dates specified in this RFP.
- d) To change the procurement and/or selection process.
- e) To waive any minor informalities and irregularities in the Proposals.
- f) To determine that a Proposal does not qualify for evaluation.
- g) To conduct investigations with respect to the information provided by each Proposer and to request additional information to support such Proposer's responses and submittals.
- h) To seek clarification of Proposals from Proposers.
- i) To determine if a Best and Final Offer process is or is not in the best interest of Contracting Entity.

2.8 Cost Incurred by Proposers

All expenses involved with the preparation and submission of Proposals to Contracting Entity, interviews or any work performed in connection there with will be solely borne by the Proposers and their subcontractor or agents and will not be reimbursed by the Contracting Entity.

2.9 Disclaimer of RFP Agency

The Contracting Entity and its agents assume no responsibility for the completeness or the accuracy of the specified technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process. Without limiting the generality of the foregoing, the Contracting Entity or its agents will not be bound by or responsible for any explanation or interpretation of the RFP documents other than those posted in Periscope. In no event should Proposers rely on any oral statement by Contracting Entity or its staff, agents, advisors, or consultants.

2.10 Undue Influence

Upon advertising this RFP, no officer, employee, agent, or representative of the Proposer shall have any contact or discussion, verbal or written, with any representative of the Contracting Entity either directly or indirectly through others in which the Proposer seeks to influence any representative of the Contracting Entity or its trustees or staff regarding any matters pertaining to this RFP.

RFP OCWUT 18-24 Request for Proposals for Boathouse & Marina Management Agreement

Contacts by the Proposer with the Contracting Entity that do not pertain to the RFP are exempt from this provision. Examples of these exempt contacts are:

1. Private, non-business, contacts with the Contracting Entity by the Proposer's employees acting in their personal capacity unrelated to the RFP
2. Business contacts outside of this RFP that the Contracting Entity may have with the Proposer.
3. Presentations and/or responses to inquiries initiated by the Contracting Entity.
4. Pre-bid or pre-Proposal conferences.
5. Discussions with the General Manager and his/her designees, City Procurement officer, departmental contact, or others as outlined in the RFP.

2.11 Whole Agreement

It is expressly agreed by and between the parties hereto that the provisions embodied in the Request for Proposals, and the Agreement, contain all covenants, agreements, obligations, rights, duties and stipulations agreed upon by the parties hereto upon the execution hereof. No statements or representations, oral or written, not incorporated herein shall be considered to be a part of the resulting Agreement.

2.12 Right to Reject

The Contracting Entity reserves the right to waive formalities, irregularities and defects in any or all proposals, except as otherwise required by law. The Contracting Entity reserves the right to: reject any or all Proposals; to reject a portion of any or all Proposals; to negotiate and execute or to not negotiate or execute a contract with any Proposer; and to solicit new or different Proposals. The Contracting Entity reserves the right to negotiate and/or contract with one or more Proposers for all or a portion of any proposal or proposed services. The Contracting Entity reserves the right to award the Agreement to the next most qualified respondent if the successful respondent does not execute a contract within 45 days after receipt of Proposals.

2.13 Consequence of Proposal Submission

The submission of a proposal shall be deemed a representation and warranty by the Proposer that the Proposer has investigated all aspects of the RFP, that the Proposer is aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and that the Proposer has read and understands the RFP. ***No request for modification of the provisions of a proposal shall be considered after its submission on the grounds that the Proposer was not fully informed as to any fact or condition.*** Statistical data that may be contained in the RFP or any addenda thereto is for informational purposes only.

The submission of a Proposal shall not constitute or be deemed an Agreement between the Proposer and the Contracting Entity. Specifically, the following provisions apply:

1. The Contracting Entity shall not be obligated to respond to any Proposal submitted nor be bound in any manner by the submission of a Proposal;

RFP OCWUT 18-24 Request for Proposals for Boathouse & Marina Management Agreement

2. Acceptance of a Proposal by the Contracting Entity obligates the Proposer to enter into an Agreement with the Contracting Entity in accordance with this RFP, as proposed by the Proposer and selected by the Contracting Entity; and
3. The Agreement shall not be binding or valid against the Contracting Entity unless and until it is executed by the Contracting Entity and the selected Proposer.
4. The Contracting Entity has the final authority for approving any Agreement.

3. PROPOSAL REQUIREMENTS/MINIMUM QUALIFICATIONS

3.1 Minimum Qualifications

All Proposers must meet the minimum qualification standards set forth within the RFP. Proposers that do not meet these minimum qualifications will not be considered. All Proposals must contain all items listed in this Section 3. In addition, the information in the Proposal must show that the following minimum qualifications have been met.

3.1.2 Professional Qualifications

Proposer must be licensed and insured or capable of obtaining required licenses and insurance before approval of the contract. **Copies of all licenses applicable to this type of work that your company possesses must be attached to This Proposal.**

The Proposer shall be responsible for instructing employees in safety measures considered appropriate. The Proposer shall ensure that personal protection equipment is provided.

3.1.3 Prior Contract Performance

Proposer must not have been released from a prior contract due to performance-related issues or breach of contract. Proposers must complete and submit the attached certified statement (Proposal Form 1) as to whether or not there are any outstanding legal actions against the Proposer or any of the owners, and a brief description of any such action, and a description of any settled or closed legal action against the Proposer or any of the owners for the past ten (10) years.

3.2 Proposal Format and Contents

The Proposal must be typed and clearly legible so as to convey to the respective trust the Proposer's ability to undertake the required services. Proposal pages must be numbered. No marketing brochures may be included in the Proposals.

3.3 Title Page

The Title Page should have the name of the Proposal, which is "Proposal for Boathouse & Marina Management." The page should indicate clearly the name of the organization submitting the Proposal and the name, address, and phone number of the Proposer's designated contact person along with an email address for the contact person. The Proposer's designated contact person is the individual who will be the main point of contact for Contracting Entity to communicate with regarding this RFP.

RFP OCWUT 18-24 Request for Proposals for Boathouse & Marina Management Agreement

3.4 Table of Contents

The Table of Contents should follow the major requirements outlined in this Section 3.4. Tables, illustrations, figures, and appendices should be indicated in the Table of Contents.

3.5 Executive Summary

The Executive Summary should be a non-technical review that highlights the key features of the Proposer's approach. Where the Proposer includes more than one entity, the Proposal should indicate the headquarters of each of the Project Team entities with a brief description of the role of each of the entities on this RFP. Relevant experience of each entity as well as key management staff who will be assigned to this RFP should be highlighted.

3.6 Outline of Proposed Scope –Approach

Proposer shall provide a narrative description of their proposal, including their approach in performing the Scope of Services. Describe the deliverables to be created, including any reports, final recommendations/analysis, document, models, and any presentation media to be provided.

3.7 Personnel Assigned

The Proposer shall provide:

1. Organization chart detailing the names, addresses, offices, cellular telephone numbers and email addresses of the individuals in the organization who will act as the key contacts to Utilities Department personnel.
2. Chain of command/escalation path to ensure clear communications.
3. Any sub-contractors that will be used, including the names and resumes of personnel assigned to the RFP, and their respective roles and responsibilities.

3.8 Expert/Demonstrated Experience

The Proposer shall provide an overview of their organization to include:

1. History of the organization and background, years in business, and parent company information if applicable. Any pending mergers, acquisitions, or reorganizations shall be disclosed in the proposal and throughout the duration of the resulting contract.
2. Location of closest office.
3. Total number of customers.
4. Total number of employees for the organization.
5. Organization's duration and experience with the Scope of Service requirements.

3.9 Schedule

The Proposer shall submit a schedule for the Boathouse & Marina Management Services for Utilities Department with their Proposal. The schedule must meet the requirements set forth in the RFP's Statement of Work more particularly described on **Attachment "A" (Statement of Work)**.

3.10 Statement of Fees

The Proposer shall provide all materials, labor, equipment, and other support resources to provide Boat House & Marina Management Services in accordance to the Scope of Services defined in

RFP OCWUT 18-24 Request for Proposals for Boathouse & Marina Management Agreement

Section 5 of this RFP. Proposal Form C must be electronically filled out and submitted with each Proposal.

3.11 Proposal Forms

The Proposer shall properly complete the following forms in Periscope:

- 1) Proposal Form A – Proposer’s References
- 2) Proposal Form B – Certified Statement
- 3) Proposal Form C – Rate Card

The proposed monthly fee provided in Proposal Form C shall cover all costs and expenses that the Proposer will incur in providing the services as described in the Scope of Services contained in Section 5 within this RFP.

4. EVALUATION CRITERIA AND EVALUATION/SELECTION PROCESS

4.1 General

As used in this Section 4, the words “Proposal” and “Proposals” and the various sections thereof means the Proposals uploaded to Periscope on the date and time set forth in Section 2.2 of this RFP, plus any and all addenda, supplemental information, answers to questions, interviews and other data and information available to the Contracting Entity from the Proposers or otherwise.

4.2 Evaluation

The evaluation of the Proposals by the Selection Committee will be based on the following criteria:

- 1) Technical Approach
 - a. Compliant Proposal
 - b. Proposed Scope of Services and Preventive Schedule
 - c. References
- 2) Cost Proposal

For the purposes of the Selection Committee’s evaluation and for the purposes of the Proposer’s preparation of its Proposals, the evaluation criteria are described in the following sections.

4.2.1 Technical Approach

The overall quality and completeness of the Proposer’s technical approach to meeting Contracting Entity’s objective and Performance Standards will be considered. The Proposer’s Proposed Cost, Schedule and experience will be evaluated.

4.2.2 Cost

The total cost to meet the requirements of the Scope of Services will be considered as part of the overall evaluation. After the Proposals have been evaluated, the Scope of Services and the Cost

RFP OCWUT 18-24 Request for Proposals for Boathouse & Marina Management Agreement

Proposals will be evaluated and scored and the weighted average of the Proposal and Cost Proposal will comprise the final total rating.

4.3 Evaluation and Selection Process

The Selection Committee will consider the Proposed costs for all Proposal services identified herein together with the contractor qualifications and reputation in order to form the basis for its selection decision. Contracting Entity reserves the right to reject any and all proposals determined to be non-responsive to the Request for Proposal. The Selection Committee will evaluate and rank the proposals received. Selection is based upon the Proposer's responsiveness to the RFP, Outline of Proposed Scope, Related Experience, Personnel Assigned, Schedule, and Pricing Sheet.

Selection will not be limited to cost alone. Other factors, such as expertise may be considered essential. The Contracting Entity reserves the right to choose the best overall Proposer. The Contracting Entity reserves the right to waive immaterial irregularities in the proposals. Contracting Entity reserves the right to request oral presentations from those Proposers determined to be in compliance with the requirements and use the information derived from the oral presentations, if any, in the evaluation. Any expenses incurred by the Proposer(s) in order to make oral presentations will be borne by the Proposer(s).

4.4 Negotiations

Upon completion of the evaluation, the Selection Committee shall present a formal recommendation to the Contracting Entity requesting authorization to negotiate with the top-ranked Proposer(s). If for any reason during the course of negotiations with a Proposer, the Contracting Entity determines that a reasonable agreement cannot be negotiated, the Contracting Entity reserves the right to suspend negotiations with the Proposer, contact the next ranked Proposer and begin negotiations for the purpose of signing an Agreement with that Proposer. The Contracting Entity further reserves the right to enter into simultaneous negotiations with two or more Proposers if reasonably competitive proposals are received. The Contracting Entity has the final authority for approving any Agreement.

4.5 Proposal Award

The Contracting Entity reserves the right to award the Agreement to a single Contractor or to multiple Contractors, whichever is deemed to be in the Contracting Entity's best interest. In the event of a multiple award, the Contracting Entity will use its judgment to determine the Proposer best suited to perform work on a case-by-case basis taking into account all factors. The Contracting Entity reserves the right to award this Agreement; to reject any or all Proposals or to award the contract to the next most qualified Proposer if the initially selected Proposer does not execute an Agreement within 45 days after receipt of Proposals.

RFP OCWUT 18-24 Request for Proposals for Boathouse & Marina Management Agreement

5. SCOPE OF SERVICES

5.1 TECHNICAL SPECIFICATIONS

Pricing must be submitted through the attached Rate Card **Proposal Form C**.

With all the enhanced recreational facilities now in place, Contracting Entity seeks to engage a firm capable of providing the daily management of the Boathouse, Marina wet and dry boat stall rental units, and the sale of permits and licenses. Additionally, the Contracting entity will service the related Boathouse standalone public restroom facility, with an emphasis on maintaining consistently high customer service and cleanliness of all facilities. As further detailed in this RFP, Contracting Entity will be responsible for certain costs of maintaining the physical facilities. The Proposer will be responsible for operating its own supplemental lake business operations from the Boathouse and Marina that are compatible with the objectives of this RFP, including compliance with IRS private business use limitations for this facility (see Exhibit B). The Proposer must be fully knowledgeable of the City Code and permit requirements associated with all these matters and demonstrate the same in the provision of excellent customer service to the public.

SEE EXHIBITS:

- Exhibit A – Maps Lake Stanley Draper
- Exhibit B – IRS Private Business Use Tax Covenants
- Exhibit C – Building Plan Drawing
- Exhibit D – Permit Dealer License Template
- Exhibit E – Special Permit Sample

For Detailed Specifications. See Statement of Work **Attachment A**.

5.2 Qualifications

Proposer shall describe previous experience providing Boathouse and Marina services, or sufficiently similar experience, and provide benchmarks proposed to measure performance. Provide any education, certifications, permits and licenses Proposer and employees will have in support of your proposal. Proposals that demonstrate strong experience operating a business, including strategies to maintain cash solvency, timely payment of payroll, vendors, and other expenses, while fully meeting high customer expectations are preferred.

5.3 General Responsibilities and Duties

The Boathouse consists of an approximately 6,921 sf facility including space for operating a kitchen, including a modern stove hood (see Exhibit C). The facility currently provides retail sales of fishing and boating equipment, bait, and related items. OCWUT believes this facility is underutilized and could provide improved services to nearby residents and others in the market area of the Lake, given a well-executed business plan. OCWUT shall not remodel or renovate facilities as a condition of this Agreement. The recent completion of the new 13.5-mile trail system provides many new opportunities that could be pursued to provide enhanced service to these users. A trail parking lot is near the Boathouse and Marina facilities. Proposers shall describe their vision for the integrated use of the facilities to generate increased utilization, the range of proposed service offerings (year-round and seasonal), and how Proposer would routinely perform outreach out to the

RFP OCWUT 18-24 Request for Proposals for Boathouse & Marina Management Agreement

market area (local and regional community) to establish a positive, desirable, presence that generates greater visitations to the lake, use of the facilities, and revenues fully offsetting expenditure requirements. At a minimum, it is expected that the facilities will be open and available for business at least nine hours daily, seven days a week from mid-April through mid-October and six days a week from mid-October through mid-April. Proposer shall include its proposed operational days throughout each calendar year, highlighting days of operation, days closed, hours daily, and associated business justification for operating plan.

Proposers will detail their service options for Boathouse and Marina operations. Proposers shall include the operation of a fishing bait and supply shop, convenience store, and may include the operation of a grill and restaurant. Proposals for grill and restaurant operation shall include possible menu options and proposed hours and times of operation. Proposals for fishing bait and supply shop, and convenience store operation shall include planned items for sale such as fishing and tackle gear, boating accessories, permits, licenses, convenience store items and foods, or soft drinks and beer.

Proposers will be responsible for paying for utilities including trash services, internet, and telephone. The City and OCWUT will provide and pay for utilities limited only to propane, water, sewer, and a budgeted portion of the electric at six hundred and fifty dollars (\$650) per month or seven thousand and eight hundred dollars (\$7,800) per year.

Annual Electric Utility Costs

Year	Usage	Cost
2024	67,140	\$7,747.63
2023	94,500	\$10,558.49
2022	72,060	\$6,845.44
2021	69,420	\$6,013.91
2020	81,720	\$6,936.46

Compliance with Applicable Law and City Rules

The Proposer covenants and agrees that Proposer and its employees and agents comply with all municipal, state and federal laws, rules and regulations applicable to the business to be conducted under this Agreement. The Proposer shall, at his own expense, obtain all necessary permits, pay all license fees, and taxes to comply with all municipal, state and federal laws, rules, and regulations applicable to business to be conducted under this Agreement. Further, the Proposer agrees that he, Proposer and its agent and, employees will abide by all rules and regulations as set forth by the City. The Proposer and/or their employees and agents shall be responsible for their own parking, if it is not available at the facilities listed.

5.4 Payment/Invoice

Payments, if any, will be processed promptly after completion of services and after receipt of properly prepared invoices. The original invoice must be mailed directly to the Oklahoma City Water Utilities Trust, Attn: Finance Operations, 420 West Main, Suite 500, Oklahoma City, OK 73102. In addition, invoices and payment correspondence may be emailed to wwfinancepayables@okc.gov. Copies of invoices may be sent to other addresses upon request.

RFP OCWUT 18-24 Request for Proposals for Boathouse & Marina Management Agreement

However, if the original invoice is sent to any other address, payment will be delayed, or may not be processed at all.

Invoices must contain the following information:

- a. Proposer's name and address
- b. Ship to address (department name)
- c. Purchase order number - **MUST BE INDICATED ON THE INVOICE**
- d. Itemization of each item purchased to include:
 - i. description/stock number
 - ii. unit price
 - iii. quantity
 - iv. unit of issue (each, box, dozen, pound, etc.)
 - v. total price
- e. Total amount of invoice
- f. Date of delivery

*Invoices should not reflect any outstanding debt or payment due.

5.5 Cost Adjustment Terms

Payments, if any, shall remain firm throughout the first twelve months of the Agreement. At the request of the Proposer, payments can be adjusted annually based on the year-over-year increase or decrease in the U.S. Bureau of Labor's Consumer Price Index, South Region. To find the CPI-U (South Region, All Urban Consumers), go to www.bls.gov/cpi. Charts are available on this website to show CPI for the previous 10 years.

For purposes of calculating an adjustment for the ensuing year, the base rate for the adjustment shall be the Target unit cost and labor rates in effect on the last day of the previous twelve months of the Agreement. Adjustments to the unit prices will be made only in units of one cent (\$0.01).

Cost adjustments are calculated in the following manner:

New Unit Price = Existing unit price(s) * (((CPI_n – CPI_o)/CPI_o) + 1)

Where, CPI_n = Consumer Price Index-U (All Urban Consumers), South Region, all items for the calendar month and year of the adjustment.

CPI_o = Consumer Price Index-U (All Urban Consumers), South Region, all items for the previous calendar month and year.

A valid written request consists of the following:

- Letter requesting price increase(s) must be submitted on your company letterhead along with the combined CPI_n and CPI_o chart from www.bls.gov/cpi.
- Signed by an officer or someone authorized to execute contracts on company's behalf
- Reference the assigned contract number
- Reference the Contracting Entity's proposal number

RFP OCWUT 18-24 Request for Proposals for Boathouse & Marina Management Agreement

- Reference the title of the contract (e.g. Hefner Water Treatment Plant – Emergency Generators, etc.)
- Must be submitted to: The City of Oklahoma City, Utilities Department, Contracts Administration Section, 420 W. Main Street, Ste. 500, Oklahoma City, OK 73102. Requests emailed to ww-procurement@okc.gov are acceptable.

The General Manager of OCWUT shall be authorized by the Trust to review and approve annual compliant CPI adjustments requested by the Proposer/Contractor.

5.6 Safety Data Sheet

Any Proposer supplying good or materials to the Contracting Entity that require Safety Data Sheet (SDS) will furnish the required sheet or a composite concentration list in one of the following manners:

- Submitted as part of the proposal document
- Submitted prior to award
- Submitted with the product invoice
- Submitted at the request of the Contracting Entity

In all instances, the Proposer shall furnish the safety data sheets with the products at delivery, and shall comply with all local, state and federal laws providing for identification of materials transported to the Contracting Entity. The appropriate proposal number, Agreement/Contract number, delivery ticket number, or invoice number shall be clearly marked on the safety data sheet or the composite concentration lists. Information regarding Safety Data Sheets can be found online at <https://www.osha.gov/Publications/OSHA3514.html>. Any question regarding this requirement should be directed to the following address:

Oklahoma City Risk Management Division
420 W. Main Street, Suite 630
Oklahoma City, Oklahoma 73102
(405) 297-3891

5.7 Insurance Requirements

The following insurance requirements are applicable and must be obtained prior to approval of the Agreement. Insurance coverage must include the City and OCWUT as additional insureds

Liability and Property Damage Insurance: The Contractor assumes all risk incident to or in connection with its purpose to be conducted herein under and shall indemnify, defend and save The City of Oklahoma City and OCWUT harmless from damage or injuries of whatever nature or kind to persons or property arising directly or indirectly out of the Contractor's operations and transportation of the City's equipment to and from repair site regardless of fault and arising from acts or omissions of its employees regardless of fault and shall indemnify, defend, and save harmless The City of Oklahoma City and OCWUT from any penalties for violation of any law, ordinance or regulation affecting or having application to said operation.

RFP OCWUT 18-24 Request for Proposals for Boathouse & Marina Management Agreement

In this connection, the Contractor shall carry Worker's Compensation in accordance with State Laws and General Liability Insurance in the following amounts:

Property Damage Liability - Limits shall be carried in the amount of not less than twenty-five thousand dollars (\$25,000) to any one person for any number of claims for damage to or destruction of property, including but not limited to consequential damages, arising out of a single accident or occurrence.

All Other Liability - In the amount not less than one hundred seventy-five thousand dollars (\$175,000) for claims including accidental death, personal injury, and all other claims to any one person out of a single accident or occurrence.

Single Occurrence or Accident Liability - In an amount not less than one million dollars (\$1,000,000) for any number of claims arising out of a single occurrence or accident.

Automobile Liability – The contractor shall maintain insurance coverage as to the ownership, maintenance, and use of all owned, non-owned, leased or hired equipment's when said equipment is utilized to meet the requirements of this contract.

The insurance policies shall be issued by a company authorized to do business in the state of Oklahoma and acceptable to The City of Oklahoma City and OCWUT. The City and OCWUT shall be furnished with a Certificate of Insurance evidencing all of the above-referenced requirements and shall state that such insurance shall not be changed or canceled without ten days prior written notice to The City of Oklahoma City and OCWUT. All policies shall be in the form of an "occurrence" insurance coverage or policy. If any insurance is written in a "claims made" form, the Contractor shall also provide tail coverage that extends a minimum of two years from the expiration of the Contract. Certificates of Insurance shall be delivered to The City of Oklahoma City and OCWUT prior to contract award. **The City of Oklahoma City and Contracting Entity shall be listed as the Certificate Holder. The policy description shall state the following: "The City of Oklahoma City and Contracting Entity are additional insured on all policies as required by the Agreement."**

Unless otherwise approve by the City prior to contract award, self-insured retentions will not be accepted unless accompanied by a bond or irrevocable letter of credit guaranteeing payment of the losses, related investigations, claim administration, or defense expenses not otherwise covered by the Contractor's self-insured retention.

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RFP OCWUT 18-24 Request for Proposals for Boathouse & Marina Management Agreement

Attachment “A” Statement of Work

Description of Recreational Amenities

General - The primary purpose of Oklahoma City reservoirs and reservations is to provide drinking water to the greater Oklahoma City area. Neither The City of Oklahoma City (City) nor the Oklahoma City Water Utilities Trust (OCWUT) warrants the water level at the Oklahoma City reservoirs and reservations.

Park and recreational functions are public utilities and public purposes provided and supported by Oklahoma City. The City and OCWUT grant contemporaneous permits for use of the City lakes and reservations for the benefit of Oklahoma City or OCWUT or as provided by law. Lake Stanley Draper is one of the premier recreational environments in Central Oklahoma. The 2,900-acre lake offers boating, jet and water skiing, on water and on land boat storage, fishing, primitive camping, and a range of trail uses, with on-site lake management services provided at the Boathouse and Marina. The OCWUT is soliciting proposals for on-site management services operated from its Boathouse and Marina facilities at Lake Stanley Draper in Oklahoma City, Oklahoma. The Boathouse and Marina facilities are located just 2.6 miles south of the Interstate 240 and South Douglas interchange, traveling along North Stanley Draper Drive to West Stanley Draper Drive to 8301 SE 104th Street (see Exhibit A) for overview of Lake Stanley Draper Marina and Boathouse Area). A summary of the key lake amenities is further described below.

Boathouse - The Boathouse includes a commercial kitchen space, and a rustic, lodge-like dining room with a rock fireplace. Historically, the Boathouse has provided a full-service restaurant and grill that once touted the “City’s best all-you-can-eat catfish dinners” on Friday and Saturday. The current operator provides retail fishing and boating gear, food products, City recreation permits, onsite management of rentals for the Marina wet and dry boat stalls, and overall custodial and light maintenance services for the Boathouse and separate restroom facilities.

Major renovations were recently completed on the Boathouse Building in 2019. New heat and air systems, wiring, flooring, cabinets, and live bait tank were included. Building exterior, landscaping, road and parking lot re-pavement and new separate restroom facility adjacent to the playground were also completed. The separate restroom facility is available 24 hours a day spring through fall and winterized mid-October through mid-April.

Trails - The City’s Metropolitan Area Projects (MAPS) program recently completed construction of a 13.5-mile Draper Trail loop around the lake. The trail is ADA-compliant, and is ideal for walkers, runners, and cyclists. This trail has more elevation changes than other trails in Oklahoma City due to the lake topography. The trail is connected to the Tinker-Draper Trail opening up access throughout the City’s expansive trail system.

Lake Stanley Draper also has a non-motorized mountain bike trail area in the northeast portion of the Lake near South Post Road and Southeast 89th Street. This facility is managed by Earthbike Fellowship and accessible via user permits in conformance with City Code.

RFP OCWUT 18-24 Request for Proposals for Boathouse & Marina Management Agreement

Further, a motorized off-road vehicle area is operated for motorcycles on the southwest portion of the Lake. This facility is managed jointly by Crosstimbers Riders Association, Inc. and Oklahoma Dirt Riders, Inc. and accessible via user permits in conformance with City Code.

Camping - Adjacent to the motorized ORV area, is a primitive campground available by user permits issued by the Boathouse operator in conformance with City Code.

Playground/ Pavilion - Just south of the Boathouse is a large children's playground and a pavilion. The pavilion may be reserved by permit at the Boathouse. The Proposer will manage and schedule all reservations and, at minimum, place reserved signage at the pavilion prior to and during reservations. The Proposer will be responsible for collecting funds for the pavilion and disbursing those funds directly to OCWUT. A cleaning deposit is required for all off-season pavilion rentals. Pavilions are winterized during the off-season, October 31st to April 15th, and do not have running water. The cleaning deposit will be refunded provided the pavilion is left clean and, in such condition, as to allow activities to continue as scheduled. Governmental agencies will be exempt from paying the cleaning deposit, however if they facility is not left clean and, in such condition, as to allow rentals to continue as scheduled the agency will be billed for the amount of the cleaning deposit. non-weather related Refunds for pavilion and stadium rentals, minus \$20.00, will be given if a cancellation notice is received in the Parks Administration office at least seven calendar days before the scheduled event. If the notice is less than seven calendar days, an alternate date within the current season may be chosen at no additional charge, but no refund will be given. If no notice of cancellation is given no refund will be given. Weather is unpredictable. Parks Administration reserves the right to determine the severity of inclement weather and the opportunity to reschedule. In case of severe inclement weather on the date of the rental, the applicant may call the emergency number on the permit at least one hour before the event and must call the Parks Administration office by the next business day to reschedule. An alternate date within one year must be chosen in fourteen calendar days. Refunds are not given for inclement weather.

Boat Ramps/Docks - There are four boat ramps strategically placed around the Lake to enable access. Each has been recently renovated or constructed with courtesy docks. The lake also has several fishing piers. There are thirty-two large (14 foot by 38 foot) on the water, covered boat stalls and two boat stalls reserved and used by the Oklahoma City Police Department (OCPD). There is a separate boat courtesy dock. There is adequate space in the Marina for installation of two additional boat storage facilities to the east of the current facility that could accommodate another one-hundred and twelve boat stalls. The Marina also includes a dry boat storage facility with 261 stalls.

Services Desired from Proposer

Summary - With all the enhanced recreational facilities now in place, OCWUT seeks to engage a manager/operator capable of providing the daily management of the Boathouse, Marina wet and dry boat stall rental units, and related Boathouse standalone public restroom facility, with an emphasis on maintaining consistently high customer service and cleanliness of all facilities. As further detailed in this RFP, OCWUT will be responsible for certain costs of maintaining the physical facilities. The Proposer will be responsible for operating its own supplemental lake

RFP OCWUT 18-24 Request for Proposals for Boathouse & Marina Management Agreement

business operations from the Boathouse and Marina that are compatible with the objectives of this RFP, including compliance with IRS private business use limitations for this facility (see [Exhibit B](#)). The Proposer must be fully knowledgeable of the City Code and permit requirements associated with all these matters and demonstrate the same in the provision of excellent customer service to the public.

Qualifications - Proposer must describe previous experience providing Boathouse and Marina services, or sufficiently similar experience, and provide benchmarks proposed to measure performance. Provide any education, certifications, permits and licenses Proposer and employees will have in support of your proposal. Proposals that demonstrate strong experience operating a business, including strategies to maintain cash solvency, timely payment of payroll, vendors, and other expenses, while fully meeting high customer expectations are preferred.

Boathouse Operations - The Boathouse consists of an approximately 6,921 sf facility including space for operating a kitchen, including a modern stove hood (see [Exhibit C](#)). The facility currently provides retail sales of fishing and boating equipment, bait, and related items. OCWUT believes this facility is underutilized and could provide improved services to nearby residents and others in the market area of the Lake, given a well-executed business plan. The recent completion of the new 13.5-mile trail system provides many new opportunities that could be pursued to provide enhanced service to these users. A trail parking lot is near the Boathouse and Marina facilities. Proposers must describe their vision for the integrated use of the facilities to generate increased utilization, the range of proposed service offerings (year-round and seasonal), and how Proposer would routinely perform outreach to the market area (local and regional community) to establish a positive, desirable, presence that generates greater visitations to the lake, use of the facilities, and revenues fully offsetting expenditure requirements. At a minimum, it is expected that the facilities will be open and available for business at least nine hours daily, seven days a week from mid-April through mid-October and six days a week from mid-October through mid-April. Proposer must include its proposed operational days and hours throughout each calendar year, highlighting days of operation, days closed, daily operating hours, appropriate minimum standards for staff training and scheduling, and associated business justification for the operating plan.

Proposers will detail their service options for Boathouse and Marina operations. Proposers must include the operation of a fishing bait and supply shop, convenience store, and may include the operation of a grill and restaurant. Proposals for grill and restaurant operation shall include possible menu options and proposed hours and times of operation. Proposals for fishing bait and supply shop and convenience store operation shall include planned items for sale such as fishing and tackle gear, boating accessories, convenience store items and foods, or soft drinks and beer. Proposers must obtain all applicable permits prior to offering any of these additional services.

The standalone public restroom facility located at the Playground south of the Boathouse houses two gender-neutral units that must be serviced during operating hours. Proposers must include its proposed minimum standards for janitorial services, including janitorial supplies, to maintain the Boathouse and restroom facilities in a clean and operable condition.

Lake Activity Permits Dealer - The Proposer must obtain and maintain a Permit Dealer License (see [Exhibit D](#)) with the City of Oklahoma City to sell lake activity permits at the Boathouse. To

RFP OCWUT 18-24 Request for Proposals for Boathouse & Marina Management Agreement

become a vendor, a request shall be made through the City of Oklahoma City Parks and Recreation Department. Lake activity permit sales will likely generate more traffic at the Boathouse which may result in increased sales and rentals. Types of lake activity permits that may be issued include camping permits, off-road motorized vehicle permits, off-road non-motorized vehicle permits, model aircraft permits, boating permits, hunting permits and fishing permits.

Marina Management - The Proposer is responsible for the management of 32 wet slips and 261 dry boat stalls. The rental of these slips and stalls is governed by Oklahoma City ordinances and OCWUT policies. Management duties include resolving customer service issues, issuing permits, issuing security key fobs, verifying boat permits, processing new annual applications, performing monthly inspections and inventories, conducting weekly compliance checks of wet slips and dry stalls, enforcing marina rules and keeping accurate records. The OCWUT will provide maintenance and repairs of the wet-and dry boat storage areas, parking lots, roads, boat ramps, fishing and courtesy docks. Staff from OCWUT will bill customers directly for annual wet and dry stalls rentals, process payments, provide collection efforts, and perform boat impoundments. Proposers will be responsible for collecting payments for short-term wet slip and dry boat stall rentals. The permitting and rental of wet and dry stalls is being transitioned to a new on-line permitting system over the coming year and the Proposer will need to cooperate with OCWUT officials in their efforts to complete this task to improve user service.

Campsite Management - The Proposer shall manage the camping area including issuance of camping permits for the 45 primitive campsites. Camping permit sales are governed by Oklahoma City ordinances and OCWUT policies. Management duties include resolving customer service issues, issuing campsite permits, and conducting daily patrols of the campground when the Boathouse and marina are open for business. The Proposer will not be responsible for any evictions associated with this responsibility. Rather, on a daily basis the Proposer shall report such findings to Utilities staff for resolution. The Proposer should report all illegal or dangerous activities directly to the Oklahoma City Police Department. Generally, the Oklahoma City Police Department also patrols the area and may independently confirm validity of permits from time to time. Therefore, it is essential that the Proposer maintains fully accurate records of valid permits for the campground at all times.

City Personnel - OCWUT has constructed an office space for use by the Oklahoma City Police Department located within the Boathouse. This office is separated from the remainder of the building. There will be a certain amount of interaction with the Oklahoma City Police Officers assigned to patrol the Lake Stanley Draper area. Utilities Department employees will manage the resulting professional services agreement with the successful Proposer. Utilities Department employees, at the discretion of the Utilities Department, often perform facilities maintenance of the area amenities. The Parks and Recreation Department, at the discretion of the Parks and Recreation Department, employees perform landscape maintenance. The Proposer and its employees must always maintain positive supportive relationships with all City employees.

RFP OCWUT 18-24 Request for Proposals for Boathouse & Marina Management Agreement

Additional Services and Offerings

Other related sales and/or rentals which could include, but are not limited to, boats, personal watercraft, water skiing equipment, bicycles, sporting goods, clothing, bait, fishing equipment, and other services conducive to the site may be included in the proposal.

Proposal Assumptions and Options

Proposers will be responsible for the regular maintenance and cleaning of all food service, convenience store equipment, restrooms, minnow tanks, and related spaces. Proposers shall also be responsible for maintaining all fire suppression, alarm (fire and intrusion) and lighting systems. Proposers shall keep all facilities and equipment they are responsible for in good working and functional order at all times.

OCWUT has fully renovated these facilities and will be responsible for maintaining the Boathouse structure (roof, windows, wall systems), plumbing, electrical, HVAC, propane and natural gas, and wet slips and dry boat stalls, courtesy docks, boat ramps, parking, and road facilities. Proposers shall notify designated OCWUT officials immediately should there be any concern with these facilities and equipment. Proposers shall be responsible for any repairs / replacements should their own malfeasance result in the damage or failure of these facilities.

The City Parks and Recreation Department is responsible for maintaining the trail around the lake. User groups are responsible for maintaining the motorized and nonmotorized off-road trails. OCWUT makes no warranties or representations regarding facilities other than the Boathouse.

Should the Proposers desire to make any renovations or expansions of facilities during their agreement term, these must first be authorized by the OCWUT General Manager. All requests for authorization must include plans and specifications for renovations or expansions, a description of how the Proposers will fully fund the cost without lien on the facilities and become the property of OCWUT upon termination of the agreement. The OCWUT General Manager or designee will solely determine if the proposed improvements will be presented to the OCWUT for its consideration and approval. All capital improvements will be made with Proposer's funds and will be owned and maintained by the Proposer throughout the life of the agreement, including any renewal term, and automatically transferred to OCWUT and/or Oklahoma City free and clear of any mortgages, liens and encumbrances upon expiration of the agreement. Any proposals that do not conform to this requirement will not be considered.

Proposers must obtain and maintain in place all necessary city, county, state, and federal permits and licenses required to provide the services and actions contemplated in the submitted proposals and resulting agreement. Proposers will be responsible for compliance with all permits, licenses, laws and regulations.

EMPLOYEE FIDELITY BONDS

The Awarded Proposer shall maintain throughout the term of the Agreement and for so long as the Awarded Proposer shall provide services, maintain accounts, or collect public funds pursuant to the Agreement, employee fidelity bonds for each employee that collects funds on behalf of the OCWUT. The bond shall be in the amount of \$10,000 naming the OCWUT as the sole obligee on the bond.

RFP OCWUT 18-24 Request for Proposals for Boathouse & Marina Management Agreement

Proposal and Submittals

Additionally, Proposers must complete Proposal Form B within Periscope and it will be incorporated into the proposal documents. Any additional documentation Proposers would like OCWUT to consider must be submitted in an Adobe file format and uploaded within Periscope, for incorporation as a part of the Proposer's proposal.

The proposal shall describe how Proposer shall establish the Draper Boathouse and Marina as a more valued amenity by visitors and residents and lessen OCWUT's management agreement financial responsibilities over time.

RFP OCWUT 18-24 Request for Proposals for Boathouse & Marina Management Agreement

LETTER OF AUTHORIZATION

THIS LETTER OF AUTHORIZATION MUST BE COMPLETED IF THE ATTACHED LEGALLY BINDING DOCUMENT WAS NOT SIGNED BY THE STATUTORILY AUTHORIZED OFFICER ON BEHALF OF THE CONTRACTING ENTITY.

City of Oklahoma City or OCWUT:

This letter authorizes _____ to
(PRINTED NAME OF AUTHORIZED AGENT)

sign the attached legally binding document on behalf of _____.
(CONTRACTING ENTITY)

Sincerely,

Signature of Authorized Agent Printed Title Date

Printed Name of Authorizing Office Email Address of Authorizing Officer

NOTE: If the Contracting Entity is a(n):	
Corporation	The authorizing officer must be: President, Vice-President, Chairperson, or Vice-Chairperson
LLC	The authorizing officer must be: Manager, Managing Member, President, or Vice-President
Partnership	The authorizing officer must be: General Partner
Joint Venture	The authorizing officer must be: An Authorized Officer of Each of the Ventures

(Published in the Journal Record February 28, 2024, and March 6, 2024)

NOTICE TO PROPOSERS

Notice is hereby given that Oklahoma City Water Utilities Trust, (OCWUT), “Contracting Entity” will receive electronic proposals at the **OFFICE OF THE CITY CLERK, 200 North Walker Avenue, Oklahoma City, Oklahoma 73102** until 4:00:00 p.m., on the 3rd day of April 2024, for the following:

Proposal Number: RFP OCWUT 18-24 **Title:** Boathouse & Marina Management Agreement

Proposers can schedule an optional site visit. To schedule an optional site visit please contact Tasha DeWitt at (405) 297-2147. The optional site visit must be scheduled on or before March 19, 2024.

The Contracting Entity has partnered with Periscope (formerly BidSync) to accept proposals electronically. You are invited to submit a proposal electronically through the Periscope system to supply the professional services, products, and/or systems specified in the electronic proposal packet. The Contracting Entity does not provide access to a computer to prepare electronic proposals or electronic proposal submission. Proposers must register with Periscope at <https://prod.bidsync.com/the-city-of-oklahoma-city> in order to submit an electronic proposal. The Contracting Entity recommends potential Proposers register and become familiar with the Periscope electronic proposal process in advance of submitting a proposal. There is no charge to the Proposer for registering or submitting an electronic proposal to the Contracting Entity through Periscope. Instructions on how to get registered to propose through Periscope can be found on The City of Oklahoma City’s website at <https://www.okc.gov/departments/bidding>. A copy of the Guidelines and Procedures for Professional Consultant Selection may be downloaded at the following website: <https://www.okc.gov/departments/finance/policies>. Proposals shall be made in accordance with this Notice to Proposers, General Instructions and Requirements for Proposers, Oklahoma Open Records Act and Confidential Information, the RFP proposal packet, and any other documents which are included in the complete electronic proposal packet. A sample Non-Discrimination Statement, Non-Collusion Affidavit, and Vendor Registration form are attached for the Proposer’s reference and will be completed prior to contract approval. By submitting a proposal, the Proposer certifies that the Proposer, and any proposed subcontractors, are in compliance with 25 O.S. § 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. § 1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at www.dhs.gov/E-Verify.

The Contracting Entity reserves the right to waive formalities, irregularities, and defects in any or all proposals, except as otherwise required by law. The Contracting Entity reserves the right: to reject any or all proposals; to reject a portion of any or all proposals; to negotiate and execute or to not negotiate or execute an Agreement with any Proposer; and to solicit new or different proposals. The Contracting Entity reserves the right to negotiate and/or contract with one or more Proposers for all or a portion of any proposal or proposed professional services, products and/or systems.

Proposals timely received electronically through Periscope in the City Clerk’s Office shall be

forwarded to the General Manager of OCWUT who will appoint the Selection Committee to open and review. The Periscope system does not allow proposals to be submitted after the 4:00:00 p.m. deadline, on the above mentioned date. There will be no exceptions to this policy.

**RFP OCWUT 18-24 Request for Proposals for Boat House & Marina Management
Agreement
PROPSAL FORM A- PROPOSER'S REFERENCE FORM**

Complete each item for all (3) three references. Additional references may be supplied by bidder.

Reference No. 1	
Company Name:	
Address:	
City, State, Zip Code:	
Assignment:	
Date of Request:	
Contact person with the company?	
Telephone number for the person listed above:	
How long has this reference been your customer?	

Reference No. 2	
Company Name:	
Address:	
City, State, Zip Code:	
Assignment:	
Date of Request:	
Contact person with the company?	
Telephone number for the person listed above:	
How long has this reference been your customer?	

Reference No. 3	
Company Name:	
Address:	
City, State, Zip Code:	
Assignment:	
Date of Request:	
Contact person with the company?	
Telephone number for the person listed above:	
How long has this reference been your customer?	

RFP OCWUT 18-24 Request for Proposals for Boathouse & Marina Management Agreement

Proposal Form B - Certified Statement

Please circle appropriate underlined word(s)

1. I, , Authorized Representative of , certify that there ☐ are / ☐ are not any outstanding legal actions against the Company or any of the owners.

a. If there are any outstanding legal actions, attach a brief description of any such action, as Attachment to this Certified Statement.

2. I further certify that there ☐ are / ☐ are not any settled or closed legal actions against the Company or any of the owners for the past ten (10) years.

a. If there are any settled or closed legal actions against the Company or any of the owners for the past ten (10) years attach a brief description of any such action, as Attachment to this Certified Statement.

3. I further certify that the Company ☐ has / ☐ has not been released from a prior contract due to performance-related issues or breach of contract.

a. If the Company has been released from a prior contract due to performance-related issues or breach of contract, attach a brief description of any such action, as Attachment to this Certified Statement.

TO BE COMPLETED BY THE NOTARY:

State of *)
) SS.

County of *)

[*State and County where notarized must be written in for proposal to be considered.]

Signed and sworn to before me on this day of , 20 by

.

[Printed name of individual who signed above.]

My Commission Expires:

(Signature of Notarial Officer)

My Commission Number:

RFP OCWUT 18-24 Request for Proposals for Boat House & Marina Management Agreement

PROPSAL FORM C

Proposed Monthly Management Fee: \$

Percentage of monthly retail sales paid to OCWUT: %

All amounts exclude dealer permit commissions retained by Proposer as described in the RFP.

EXHIBIT A Page 1 of 3

Access Map from I 240 to Lake Stanley Draper Boathouse and Marina



Exhibit A: Page 2 of 3

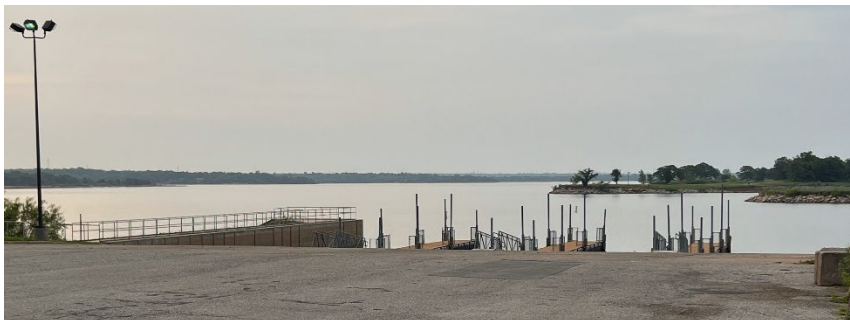
Lake Stanley Draper Boathouse and Marina Area



Northwesterly view of Marina



North view of Marina Courtesy Dock



Eastern view of large 3 bay boat ramp south of Boathouse

Exhibit A: Page 3 of 3



Restroom, Playground and Pavilion area south of Boathouse



Front entrance to Boathouse Facility



View to the north of Marina wet stalls



Exhibit B
IRS Private Business Use Tax Covenants
(Page 1 of 2)

Qualified Management Agreement Safe Harbor. The parties understand that all or a portion of the Permitted Premises was financed by the proceeds of tax-exempt debt. If this Agreement is interpreted as a Qualified Management Agreement, this Agreement shall be interpreted in a manner that is in compliance with the safe harbors found in Rev. Proc. 2017-13 (the “Rev. Proc.”). In connection therewith, notwithstanding any other parts of this Agreement that might be interpreted to the contrary, the parties agree as follows (with the meaning of such representations interpreted consistent with the terms of the Rev. Proc.):

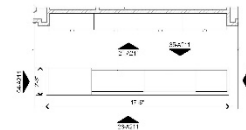
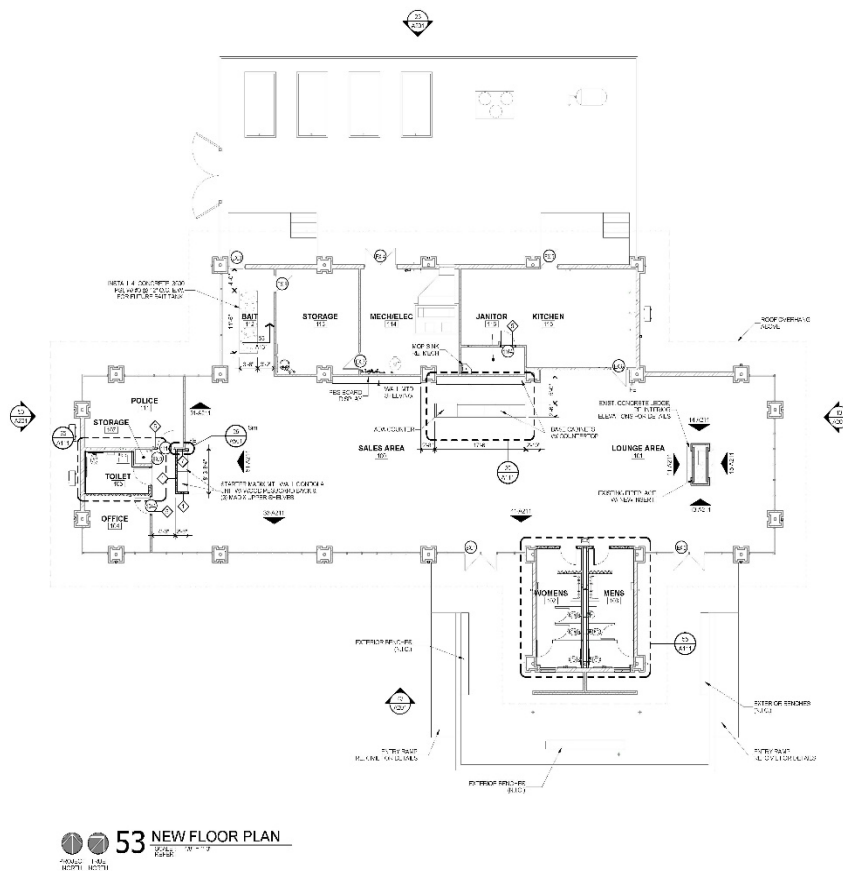
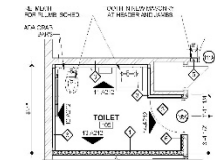
- (a) This Agreement shall not be interpreted as a lease.
- (b) Both parties represent and agree that any payments to the Permittee under this Agreement are reasonable compensation for the services to be rendered by the Permittee under this Agreement.
- (c) No element of any Permittee compensation paid hereunder shall take into account, or be contingent upon, either the Permitted Premises net profits or both the Permitted Premises revenues and expenses (other than any reimbursements of direct and actual expenses paid by the Permittee to unrelated third parties) for any fiscal period. Furthermore, the Permittee shall not be required to bear a share of the net losses of Oklahoma City or OCWUT from the operation of the Permitted Premises.
- (d) Any Permittee compensation hereunder shall be payable at least annually, and any deferred compensation (with interest or late payment fees as applicable) shall be paid no later than the end of five years after the original due date of the payment.
- (e) OCWUT, Oklahoma City or other qualified user shall bear the risk of loss upon damage or destruction of the Permitted Premises to the extent required by the Rev. Proc. This provision is expressly NOT intended to relieve the Permittee or any other person or entity from any liability or obligation owed to OCWUT, Oklahoma City or any other person or entity as a result of, or relating to, damage or destruction of the Permitted Premises to the extent not required by the Rev. Proc., but merely to intended meet the minimum requirements of the Rev. Proc. and shall not be interpreted more broadly. For example, without limitation, as provided in the Rev. Proc., a qualified user does not fail to meet this risk of loss requirement as a result of insuring against risk of loss through a third party or imposing upon the service provider a penalty for failure to operate the managed property in accordance with the standards set forth in this Agreement. Without limitation, as described in Section 6.03, the Permittee shall be liable to OCWUT and Oklahoma City, as applicable, for any damage or destruction of the Permitted Premises caused by, or arising out of, the Permittee’s acts and/or omissions or breach of this Agreement.
- (f) The Permittee shall not take any tax position that is inconsistent with being a service provider to OCWUT or Oklahoma City with respect to the Permitted Premises. For example, the Permittee agrees not to claim any depreciation or amortization deduction, investment tax credit, or deduction for the payment as rent with respect to Permitted Premises.
- (g) OCWUT must approve the annual budget for the Permitted Premises, capital expenditures with respect to the Permitted Premises, each disposition of property that is part of the Permitted Premises, rates charged for the use of the Permitted Premises, and the general nature and type of use of the Permitted Premises.
- (i) Not more than 20 percent of the voting power of the governing body of OCWUT or Oklahoma City (collectively, together with their successors and assigns, the “Potential Qualified

Exhibit B:
(Page 2 of 2)

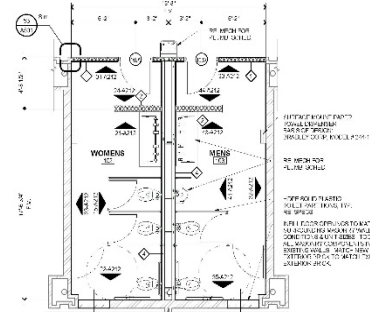
Users”) shall be vested in the directors, officers, shareholders, partners, members and employees of the Permittee; the governing body of the Potential Qualified Users shall not include the chief executive officer of the Permittee or the chairperson (or equivalent executive) of the Permittee’s governing body; and the chief executive officer of the Permittee shall not be the chief executive officer of any of the Potential Qualified Users or any of their related parties as defined in Treasury Regulation 1.150-1(b).

Exhibit C

Building Plan Drawing

25 SALES COUNTER ENLGD PLAN
SCALE: 1/8" = 1'-0"

35 TOILET 105 ENLGD PLAN
R.S.A. 8' x 14' x 14'



55 WOMENS 102 & MENS 103 ENLGD PLNS



CONSULTANTS

SUBJECT: CONSULTING F.C.



REVISION ISSUE
 NAME DATE DESCRIPTION
 BY: M. S. S. P. FOR CORRECTION, TOWNSHIP

SHEET INFO

SHEET TITLE
NEW FLOOR PLAN &
ENLARGED PLANS

Exhibit D

The City of Oklahoma City Permit Dealer License (Page 1 of 6)

WHEREAS, the ordinances of The City of Oklahoma City (City) provide that no person shall fish, boat, or engage in certain other activities upon a City-operated reservation without first obtaining a City permit; and

WHEREAS, any person required to have a City permit shall complete an application and pay the fees established by ordinance; and

WHEREAS, residents and visitors of Oklahoma City benefit by being able to purchase City permits near the Lake Hefner, Overholser, and Draper Reservations; and

WHEREAS, the party executing this Permit Dealer License (Permittee) desires to sell City permits to the public.

NOW, THEREFORE, the parties agree:

1. GRANT

The City hereby grants Permittee the non-exclusive right to sell to the public City permits for fishing, boating and certain other activities, attached and incorporated herein.

2. TERM

This Permit Dealer License (License) shall be effective for one (1) year from the date of approval by the City. Upon mutual consent, it may be renewed annually. However, Permittee must request annual renewals in writing and least thirty (30) calendar days before the current License expires. Such written requests shall be made to the City's Parks and Recreation or designee (Parks Director) using the contact information contained in Section 11.

3. ADVERTISING

Permittee may install signs related to its sale of City permits under this License. Such signs shall be consistent with City Ordinances and approved in advance by the Parks Director.

4. PERMITS

Permittee shall sell City permits to the public in accordance with policies and procedures of the City's Parks and Recreation Department. Permittee shall keep separate records and receipts for the permits as required by the Parks Director. Permittee shall purchase from the City, in advance, all such permits at fees established in the City's Municipal Code (less a commission reserved by Permittee), as incorporated herein.

Exhibit D
(Page 2 of 6)

5. RETURNED CHECKS

If Permittee makes a payment to the City under this License by check, and the check is returned due to insufficient funds or other reasons, the City shall notify Permittee. In such case, Permittee must tender a cashier or bank check for the payment, plus a return-check fee of twenty-five dollars (\$25.00). In addition, the City may terminate this License immediately without cost or liability to the City, as provided for in Section 18.

6. INSPECTION

The Parks Director may, at any reasonable time of his choosing, review, inspect, or copy all permits, records, or receipts related to this License. If informed by the Parks Director of any discrepancy in those permits, records, or receipts, Permittee shall correct them within ten (10) calendar days. Permittee's failure to do so shall constitute a breach of this License. Upon such breach, the Parks Director may terminate this License immediately without cost or liability to the City, as provided for in Section 18; or, at his option, the Parks Director may (1) pursue collection against Permittee for any obligation under this License; and/or (2) direct Permittee to deliver the City's copy of all permits to the City's Parks and Recreation Department; and/or (3) pursue all other available remedies.

7. SUBCONTRACTS

This License shall not be subcontracted or assigned without written consent of the Parks Director.

8. INDEMNIFICATION

Permittee shall release defend, indemnify, and hold harmless the City, and its officers, agents, and employees, for any claims or liability arising from, or connected with, any activity under this License. This provision shall survive the expiration or termination of this License, shall not be limited by any other provision of this License, and shall be binding upon Permittee and its representatives, successors, and assigns. The City is constitutionally and statutorily prohibited from indemnifying any third party, including, but not limited to, Permittee, pursuant to Article X, Sections 9, 14, 17, 19, and 26 of the Oklahoma Constitution and the Oklahoma Governmental Tort Claims Act (51 O.S. § 151 et seq., Tort Claims Act), as it may be amended.

9. TERMINATION WITHOUT CAUSE

The City may terminate this License, at any time and for any or no reason, upon thirty (30) calendar days' written notice to Permittee.

10. NON-DISCRIMINATION

Permittee shall not discriminate against any person because of age; race; creed; color; religion; sex (to include sexual orientation); national origin; ancestry; or disability as defined by the Americans with Disabilities Act, as it may be amended, in the sale of any permit or in furnishing services, privileges, or activities under this License.

Exhibit D
(Page 3 of 6)

11. NOTICES

Notices to the City pursuant to this license shall be sent by email or regular or certified mail, postage prepaid, addressed to:

The City of Oklahoma City
Parks and Recreation Department
Central Business Office
420 West Main, Suite 210
Oklahoma City, OK 73102
(405) 297-3882
parkrentals@okc.gov

or to such persons or addresses as the City may later designate in writing.

Notices to Permittee pursuant to this License shall be sent by email or registered or certified mail, postage prepaid, using the contact information contained on Page 4, or to such persons or addresses as Permittee may later designate in writing.

12. TIME OF THE ESSENCE

For this License, time shall be of the essence.

13. ANTI-COLLUSION

Permittee warrants it has not colluded with the City, or its agents, regarding this License. Permittee warrants that it has not exchanged, given, donated, or promised money or other valuable things (directly or indirectly), for special consideration by the City, or its agents, to procure this License.

14. CITY'S AUTHORIZED AGENT

The Parks Director is authorized to exercise any right or duty of the City under this License.

15. AMENDMENT

This License may be amended by mutual, written agreement of the parties.

16. WHOLE LICENSE

This License contains all terms agreed to by the parties. Neither party shall be bound by any statement or representation not in conformity with this License.

17. CONSTRUCTION OF LICENSE

This License shall be construed as a whole according to its fair meaning. The Section headings of this License are for convenience only and shall not affect its meaning or interpretation.

18. TERMINATION FOR CAUSE

Permittee shall comply with all License terms. Its failure to do so shall constitute a breach of this License. Such breach may be grounds for immediate termination of this License by the City without cost

Exhibit D
(Page 4 of 6)

or liability to the City. Within twenty-four (24) hours of any cancellation notice, as provided for under this Section, Permittee shall reimburse the City by returning all unsold permits and the cash from City permits sold up to the time of cancellation.

19. WAIVER OF BREACH

The City may waive any breach of this License. However, any waiver shall not constitute a continuing waiver of such breach, or similar breaches, of this License. Also, the City may later require Permittee to comply with any previously waived breach of this License.

20. COMPLIANCE WITH LAWS

This License shall be subject to applicable laws, rules, regulations, guidelines, and policies, and any action to enforce or interpret this License must be brought in the Oklahoma County District Court for the State of Oklahoma.

APPROVED by Permittee this day of 20 .

Authorized Agent

Title

Business:

Contact Person:

Address:

Phone:

Email:

County)

) SS:

State of)

Exhibit D
(Page 5 of 6)

This instrument was acknowledged before me on this day of , 20.

Notary Public My commission expires:

My commission number:

RECOMMENDED by the Oklahoma City Water Utilities Trust and **SIGNED** by the Chairman this input
type="text"size="2"> day of , 20.

Secretary

Chairman

APPROVED by the Council of The City of Oklahoma City this day of , 20.

City Clerk

Mayor

REVIEWED for form and legality

Assistant Municipal Counsellor

Exhibit D

(Page 6 of 6)

LICENSE PERMIT FEES AND COMMISSIONS

Permit	Permittee Permit Price	General Public Price	Permittee Commission
Daily fishing permit	\$4.60	\$5.00	\$.40
Three-day fishing permit	9.25	10.00	.75
Annual fishing permit	19.00	20.00	1.00
Daily boating permit	5.75	6.25	.50
Annual boating permit	31.00	33.00	2.00
Daily hunting permit	2.60	3.00	.40
Annual hunting permit	11.50	12.50	1.00
Daily non-motorized off-road vehicle permit	1.60	2.00	.40
Annual non-motorized off-road vehicle permit	23.00	25.00	2.00
Daily motorized off-road vehicle permit, under 16 years	1.60	2.00	.40
Annual motorized off-road vehicle permit, under 16 years	11.00	12.00	1.00
Daily motorized off-road vehicle permit, 16 years and older	8.00	10.00	2.00
Annual motorized off-road vehicle permit, 16 years and older	70.00	75.00	5.00
Daily model aircraft permit, under 18 years (youth)	4.50	5.00	.50
Annual model aircraft permit, under 18 years (youth)	23.00	25.00	2.00
Daily model aircraft permit, 18 years and over (adult)	8.00	10.00	2.00
Annual model aircraft permit, 18 years and over (adult)	48.00	50.00	2.00
Pavilion Permit (first two hours)	20.00	20.00	2.00
Pavilion Permit (after two hours)	10.00	10.00	1.00

SPECIAL PERMIT

This Special Permit (“Agreement”) is made and entered into, as of the effective date hereinafter set forth, by and among The City of Oklahoma City, a municipal corporation (also referred to as "Oklahoma City"), the Oklahoma City Water Utilities Trust, a public trust (also referred to as "OCWUT" or “the OCWUT”), and _____ (also referred to as "Permittee").

WITNESSETH:

WHEREAS, Oklahoma City owns and operates and OCWUT leases and finances the Oklahoma City water system, Oklahoma City sanitary sewer system, Oklahoma City reuse water system and the Oklahoma City solid waste system (collectively “Oklahoma City Utility Systems”) including but not limited to the Oklahoma City reservoirs, reservations and public water supply systems necessary to protect, collect, store and provide water for the inhabitants and industries of the greater Oklahoma City area; and

WHEREAS, the primary purpose of the Oklahoma City lakes and reservations is to provide drinking water to the greater Oklahoma City area; and

WHEREAS, Oklahoma City is the sole beneficiary of the OCWUT; and

WHEREAS, park and recreational functions are public utilities and public purposes provided and supported by Oklahoma City; and

WHEREAS, Oklahoma City and OCWUT grant permits for recreational and park uses of the Oklahoma City reservoirs and reservations, which do not impair or conflict with the aforementioned primary purpose; and

WHEREAS, through the Oklahoma Municipal Code, the State of Oklahoma promotes the establishment, operation and support of public recreational facilities for the welfare of the people by local governmental units of Oklahoma, either singly or jointly; and

WHEREAS, Oklahoma City and the OCWUT permit recreational use of the Oklahoma City reservoirs and reservations, which do not impair or conflict with the aforementioned primary purpose, for the benefit to the public as part of a system of recreation pursuant to Oklahoma Statutes Title 11, section 33-104; and

WHEREAS, through the Recreational Land Use Act, the State of Oklahoma encourages landowners, including public entities, to make land available to the public for outdoor recreational purposes; and

WHEREAS, Oklahoma City and the OCWUT permit recreational use of the Oklahoma City

reservoirs and reservations, which do not impair or conflict with the aforementioned primary purpose, to provide additional park area for outdoor recreational and sporting events purposes pursuant to Oklahoma Statutes Title 76, section 10.1; and

WHEREAS, the Permittee's purpose is to manage and operate recreational facilities open to the public and for the general welfare of the residents of Oklahoma City and the surrounding areas, more particularly described in **Attachment "A" ("Permittee Purpose")**, incorporated herein by reference; and

WHEREAS, Permittee hereby agrees to provide daily management and operations, in accordance with this Agreement, which do not impair or conflict with the primary purpose of the reservoir and reservation, or cause adverse tax consequences to Oklahoma City or OCWUT, or cause additional costs to Oklahoma City utility ratepayers; and

WHEREAS, upon the effectuation of this Agreement, all previously entered into agreements and permits with Permittee are hereby deemed closed and terminated.

NOW, THEREFORE, in consideration of the exchange of covenants, promises, terms, and agreements of Permittee, Oklahoma City and OCWUT agree:

1. PERMITTED PREMISES

A. Oklahoma City and OCWUT permit Permittee to use the facilities, as designated on **Attachment "B" ("Permitted Premises")** for the Permitted Purpose. However, the Permitted Premises may be redesignated and relocated as necessary, whenever the land is needed for OCWUT purposes, or such other Oklahoma City or OCWUT reason as determined by the Utilities Director. The Utilities Director may redesignate the Permitted Premises to other OCWUT owned or leased land, moving and relocating the Permitted Premises to any such location.

B. Permittee, at Permittee's option, shall bear the cost and expense of moving and relocating to any such redesignation and relocation or the Permittee may terminate this Agreement; provided, however, Permittee may remove or move any Permittee Facilities, including any Permittee Capital Improvement but will not be compensated or reimbursed for any remaining Permittee Capital Improvement upon such termination, except as expressly provided in this Agreement, if applicable to any such Permittee Capital Improvement.

2. OPERATIONAL DUTIES

A. Oklahoma City and OCWUT permit Permittee to operate and manage recreational and park facilities for the public and for the general welfare, as set forth on **Attachment "C" ("Operational Duties")**, incorporated herein by reference, that do not impair or conflict with the primary purpose

of the reservoir and reservation, or cause adverse tax consequences to Oklahoma City or OCWUT, or cause additional costs to Oklahoma City utility ratepayers.

3. TERM

The term of this Agreement shall commence on the effective date and shall be effective for the term set forth on **Attachment “D” (“Effective Date and Term”)**, incorporated herein by reference. This Agreement is also subject to cancellation and to termination as provided in this Agreement.

4. RESERVATION OF RIGHTS AND SPECIAL EVENT PERMIT

A. The Permittee, Oklahoma City and OCWUT agree that the Permitted Premises is public property and not for the exclusive use of Permittee or any other person or entity.

B. Oklahoma City and OCWUT specifically reserve the right to:

1. use the Permitted Premises for the purpose of construction, operation and maintenance of the Oklahoma City Utility Systems; and
2. use the Permitted Premises for City-sponsored Special Events, as defined herein; and
3. issue other and additional contemporaneous permits for use of the Permitted Premises for the benefit of Oklahoma City or OCWUT or as provided by law.

C. City-sponsored Special Events are activities permitted by approval of the Oklahoma City Council for contemporaneous use of the Permitted Premises that do not interfere with construction, operation and maintenance of the Oklahoma City Utility Systems and do not directly and substantially interfere with the contemporaneous use of the Permitted Premises by Permittee, as Permittee’s use is defined in its Annual Report, Review and Reconciliation, unless and except as defined in this Agreement.

D. Any such City-sponsored Special Events request for temporary use of the Permitted Premises, or a portion thereof, must be compatible with proper use of the permitted premises and must be coordinated with Permittee. Permittee agrees to cooperate with Oklahoma City in scheduling these City-sponsored Special Events.

E. Should a City-sponsored Special Event suspend, restrict or inhibit Permittee's ability to operate or maintain the Permitted Premises under this Agreement, Permittee shall not be entitled to any compensation or to any relief from or modification to this Agreement as a result thereof. Provided, however, Oklahoma City will provide as much notice as reasonably possible, with the goal of providing advanced notice to the Permittee. Oklahoma City will coordinate the scheduling of any such City-sponsored Special Events to minimize impact to and interference with Permittee’s operation or maintenance of the Permitted Premises.

F. Entities requesting City-sponsored Special Events including a request for temporary use of the Permitted Premises, or a portion thereof, shall be required to apply with the Utilities Department for Special Event Permits. Said requesting entity shall be required to have:

G. Separate public liability insurance coverage in the same the amount as required from Permittee under this Agreement which includes the Permittee, Oklahoma City and OCWUT as additional insured; and

H. A security and damage deposit in the form of a cashier's check, bank check, or surety bond in the amount established by the Utilities Director, which may be used as determined by the Utilities Director to repay or indemnify Permittee, Oklahoma City, and OCWUT from damages and loss incurred and costs and expenses incurred by Permittee, Oklahoma City and OCWUT related to the City-sponsored Special Event permit whether by City-sponsored Special Event permittee or its patrons or participants; and

I. General liability releases, in **Attachment "E"(Liability Release Forms)**, as may be customized for individual City-sponsored Special Events, signed by each City-sponsored Special Event's patrons, participants, also including volunteers and special event staff (a parent or legal guardian must sign and tender a liability release for each minor under the age of 18), and maintained by Oklahoma City for two (2) years after the City-sponsored Special Event, releasing Permittee, Oklahoma City and OCWUT for any injury, damage or loss incurred by the participant related to the City-sponsored event or on the Permitted Premises related to the City-sponsored event; and

J. Such security to protect Permitted Premises, emergency medical professionals, trash receptacles for the collection and disposal of waste on the Permitted Premises, and sanitary facilities including but not limited to port-a-potties and water, as may be required by the Utilities Director; and

K. All permits, licenses and approvals required by Oklahoma City, state and federal laws and regulations.

5. PERMITTEE SPECIAL EVENT

A. Permittee Special Event shall be defined as an event at the Permitted Premises other than regular activities included in the Annual Report, Review and Reconciliation.

B. Permittee does not have the right to host Special Events. Permittee may apply for a Special Event Permit to host a Special Event by following City and OCWUT procedures which include authorization by the Utilities Department.

C. Permittee agrees not compete with any entity who hosts a Special Event on the

Permitted Premises.

D. If Permittee is granted a Special Event Permit, Permittee shall also be required to have signed and maintained for two (2) years after the Permittee Special Event liability releases from each participant, patron, volunteer and staff participating in the Permittee Special Event. A parent or legal guardian must sign and tender a liability release for each minor (under the age of 18) participant and/or volunteer. The required Liability Release Forms are attached as **Attachment "E" (Liability Release Forms)**, and as may be subsequently amended or modified by the Utilities Director. The Liability Release Forms shall be customized for individual Permittee Special Event. The Liability Release Forms will also release Oklahoma City and OCWUT from liability related to the Permittee Special Event. Said releases shall be maintained by Permittee for two years from the last day of the Permittee Special Event.

6. MINORS

Minors are persons under 18 years of age. An adult is a person 18 years of age or older. Minors must have a release signed by their parent or legal guardian to be a participant in any Special Event. Children 14 years of age and under must be accompanied on the Permit Premises at all times by an adult 18 years of age or older who shall be responsible for the safety and wellbeing of the minor. No adult may sign a release for any minor that is not their child or for whom that adult is not the legal guardian.

7. DAYS AND HOURS OF OPERATION

A. Permittee must operate the Permit Premises during operational hours set forth on **Attachment "F" ("Hours of Operation")**, authorized in this Agreement during hours when the lake reservation is open as established in Oklahoma City ordinance unless otherwise reduced or modified by the Utilities Director.

B. Permittee may request and the Utilities Director may, in his or her sole discretion, grant Permittee permission to use the Permit Premises, as authorized in this Agreement, during such other or additional hours as the Utilities Director deems appropriate.

8. STAFFING

A. Permittee will be responsible for staffing at least two personnel daily from mid-April to mid-October and staffing at least one personnel daily from mid-October to mid-April.

B. Permittee will keep a registry of all staff, agents or volunteers working on the Permitted Premises.

C. Permittee will provide employee fidelity bonds in the amount of \$10,000 naming OCWUT as the sole obligee on the bond for all staff, agents or volunteers who collects funds on behalf of OCWUT.

9. CONSIDERATION

In addition to the other covenants, promises, terms, and agreements of Permittee hereunder, the consideration to be paid and/or provided by Permittee for this Agreement is set forth on **Attachment “G” (“Consideration”)**, incorporated herein by reference.

10. FIRST CLASS MANNER

A. Permittee must maintain the Permitted Premises in a “first class” manner. The term “first class” manner is hereby defined as the Permitted Premises maintenance and operated to provide safe, secure, sanitary services which includes clean bathrooms and regular trash and litter pickup and disposal as well as clean quality facilities to provide safe, secure, sanitary, experiences for patrons and participants.

B. In addition, in maintaining and operating the Permitted Premises in a “first class” manner, Permittee must regularly inspect the Permitted Premises and report any repairs needed to Oklahoma City and/or OCWUT. Permittee will be responsible for any repairs or replacements on the Permitted Premises for any damage caused by Permittee or Permittee’s staff, agents, or volunteers.

C. All work and services that require a license and or permit must be performed by persons with requisite permit and license.

11. “AS IS” CONDITION

Permittee accepts the Permit Premises “as is.” Permittee has inspected and does hereby accept the Permitted Premises and the Oklahoma City and OCWUT land, facilities and improvements thereon “as is.” Permittee acceptance of Oklahoma City and OCWUT land, facilities and improvements does not authorize Permittee use of such land, facilities or improvements except as expressly authorized in this Agreement. All existing Permittee facilities and improvements required, provided or obtained for the administration, management, operation and maintenance of the Permitted Premises or for the Permittee activities on the Permitted Premises must be maintained by Permitted in a “first class” manner.

12. PERMITS AND LICENSES

A. Permittee shall obtain all necessary sale of permits and licenses required by Oklahoma City, the State of Oklahoma, and the United States of America for the operation, construction, activity or use of or at the Permitted Premises by the Permittee as described on **Attachment “I” (“Permit Dealer License”)**. Neither Oklahoma City nor OCWUT are required by this Agreement to apply for, obtain, or consent to any license for any uses or activity of Permittee and its employees, agents, invitees,

participants, patrons, contractors and subcontractors on the Permitted Premises.

B. Permits or licenses from Oklahoma City will not be deemed approval for different or additional activities or uses or any construction or operation unless included in this Agreement, or amendment hereto, or unless approved by the Utilities Director.

13. EXISTING FACILITIES

A. Oklahoma City and OCWUT have mutually created and provided a list and description of the existing personal property, fixtures, structures, improvements, capital improvements and facilities owned by Oklahoma City or OCWUT and currently on the Permitted Premises as listed and described on **Attachment “J” (“Existing Oklahoma City Facilities”)**, incorporated herein by reference, including any addition or modification thereof.

14. PROPERTY SAFEKEEPING

Permittee shall be solely responsible for the safekeeping of any, and all, of the Permitted Premises, Existing Permittee Facilities and the property of its patrons and participants. Permittee shall hold Oklahoma City and OCWUT harmless for any loss, damage, theft or vandalism of the property of Permittee and its patrons and participants. Permittee shall sufficiently secure Permitted Premises, Existing Permittee Facilities and the property of its patrons and participants to prevent loss, damage, theft or vandalism. However, this paragraph does not create any right by any patron or participant as a third-party beneficiary as to this Agreement.

15. PERMITTEE INSURANCE OF PERMITTEE FACILITIES

Permittee must carry, at its own expense, such general liability and property insurance as it may deem necessary to protect Permittee’s interests in Existing Permittee Facilities. Neither Oklahoma City nor OCWUT shall be required by this Agreement to repair or replace any Existing Permittee Facilities damaged by fire, act of God, act of third parties, or any other cause not the result of the direct acts of Oklahoma City or the OCWUT, as limited by applicable law.

16. DUTY TO PROTECT WATER QUALITY

A. No activity or use of the Permitted Premises by Permittee or any of its patrons or participants may impact or deteriorate water quality in the reservoir or on the reservation.

B. Should any activity or use of the Permitted Premises by Permittee or any of its patrons or participants pollute or adversely impact or deteriorate water quality in the reservoir or on the reservation, then if not immediately ceased and remediated, Oklahoma City or OCWUT may cancel or terminate this Agreement and/or pursue recovery and reimbursement of damages, losses, expenses and costs to remediate such pollution or adverse impact or deterioration.

C. Permittee must promptly make such design and/or operation changes as may be necessary to prevent any pollution and any adverse or deleterious impact or effect upon the reservoir or reservation.

17. TITLE TO PERMITTED PREMISES

A. It is expressly understood and agreed by Permittee, Oklahoma City and OCWUT that nothing in this Agreement shall be construed to grant or convey unto Permittee any title or property right or interest of any nature or kind in the Permitted Premises or any Oklahoma City or OCWUT improvement, fixture or personal property thereon.

B. This Agreement only grants contemporaneous use of the Permitted Premises in accordance with this Agreement which does not impair or conflict with the primary purpose of the reservoir and reservation, or cause adverse tax consequences to Oklahoma City or OCWUT, or cause additional costs to Oklahoma City utility ratepayers.

C. It is further expressly understood and agreed by Permittee that this Agreement and use of the Permitted Premises described herein shall not be used or act as security or collateral on any loan and no lien or mortgage shall ever be placed upon the Permitted Premises.

D. It is expressly agreed that all oil and gas revenues, including surface damages, shall be the property of OCWUT, however, should the location or operation of oil and gas exploration or extraction facilities or operations interfere with Permittee's operation, Oklahoma City and OCWUT will apprise the oil and gas exploration entity to negotiate separate damages with Permittee.

18. OCWUT REVENUES

All revenues, incomes, monies, or compensations generated by the property, including, but not limited to, easements, rights-of-ways, pipeline damages, surface damage agreements, not directly attributed to or a direct result of Permittee's Permitted Activities and Permittee Special Events, if any, as set forth herein, are the sole property of OCWUT.

19. PRICES

A. Except as otherwise provided in this Agreement, Permittee may only offer permits and licenses at the prices established by OCWUT and City Code or otherwise amended City Code. Permittee will receive a commission for the sales of City licenses and permits set forth in **Attachment "I" (Permit Dealer License)**.

B. Permittee is responsible for establishing the prices of items to be sold at the Boathouse which are listed herein and described on **Attachment "M" (Boathouse Costs)**.

C. Any pricing for Boathouse items and services must be posted at the Boathouse facility on the Permitted Premises. Permittee may not prohibit patrons or participants from bringing and

consuming water on the Permitted Premises.

20. PERMITTED PREMISES WASTE DISPOSAL

A. Permittee shall remove all waste and debris of every kind deposited upon the Permitted Premises by the Permittee, its patrons and participants, at its own expense.

B. The Permittee shall provide and maintain adequate numbers and sizes of suitable containers, acceptable at the Permitted Premises for the collection and deposit of litter, debris, and waste pending removal. Permittee agrees to maintain the Permitted Premises in a good and clean condition at its own expense, which shall include routinely cleaning bathrooms and the regular collection, removal and proper disposition of all litter, debris, and waste of all kinds from the Permitted Premises, regardless of source.

21. DUMPING PROHIBITED

A. Dumping is prohibited on the Permitted Premises. Dumping includes, but is not limited to refuse, garbage, trash, brush, furniture, appliances, tires, roofing shingles, petroleum products, household waste, toxic waste, automobiles or machinery. Permittee shall not engage in dumping or allow others to engage in dumping on the Permitted Premises.

B. If dumping occurs on the Permitted Premises, Permittee shall be liable for all costs and expenses related to clean-up of the dumpsite and proper disposal of the waste.

C. This Agreement may be immediately canceled or terminated if the Permittee does not timely clean-up dumping on the Permitted Premises.

D. Notwithstanding the rights under this Agreement, Oklahoma City and OCWUT reserves the right to prosecute the responsible parties for illegal dumping.

22. RESTORATION

A. Upon expiration, cancellation or termination of this Agreement for any reason whatsoever, Permittee must restore the Permitted Premises and must restore any reservoir and reservation area affected by Permittee under this Agreement to a condition equivalent to or better than that which existed at the time of the commencement of this Agreement, unless otherwise directed by the Utilities Director. Permittee further agrees that under this Agreement the Permitted Premises shall be clean and orderly upon the expiration, termination or cancellation of this Agreement, for whatever reason it may expire, be terminated or canceled. In addition, Permittee shall surrender the Permitted Premises and the affected reservoir and reservation in a clean and orderly manner.

B. The Utilities Director may require that Permittee remove any or all Permittee Facilities installed by Permittee as may be provided hereunder.

C. Should Permittee fail to return the Permitted Premises to a condition satisfactory to the Utilities Director, then Oklahoma City or OCWUT may undertake any necessary steps to properly restore the Permitted Premises. Oklahoma City or OCWUT shall immediately invoice Permittee for any and all costs associated with Oklahoma City or OCWUT's cleaning or restoration of the Permitted Premise and Permittee shall immediately remit payment in full. Should Permittee fail to make immediate payment to Oklahoma City or OCWUT, Oklahoma City or OCWUT may take any and all necessary steps to collect payment due from Permittee, including, but not limited to, retaining or making a claim on the surety bond and/or seeking appropriate legal and equitable remedies in a court of competent jurisdiction in the venue set forth in this Agreement.

23. CONSTRUCTION AND MAINTENANCE OF ACCESS

A. Permittee agrees that no construction, improvement, or modification of any nature shall be undertaken by Permittee upon the Permitted Premises.

B. Permittee agrees that the parking lot is for public use and not restricted to Boathouse and Marina use or use and occupancy by Permittee, or its staff, agents, or volunteers.

24. ADA ACCESS AND ACCOMMODATIONS

Permittee agrees to not block or obstruct any existing American with Disabilities (ADA) facility or improvement, including but not limited to entrances, ramps, sidewalks, parking spaces, toilets, docks, and other ADA facilities.

25. FIRST AID KIT

A. Permittee shall keep and maintain a fully equipped first aid kit including a defibrillator at the Permitted Premises.

26. SAFETY RULES AND EMERGENCY PLANS

A. Permittee has adopted a Safety Plan, including but not limited to Safety Rules and Emergency Procedures. The Safety Plan must be amended, modified, or supplemented by Permittee to timely and adequately address any additional requirements of the Utilities Director, which the Utilities Director may deem necessary at any time throughout the term of this Permit.

B. Permittee has adopted safety rules and will practice and strictly adhere to the safety rules set forth in **Attachment "K" ("Safety Rules")**, incorporated by reference.

C. Permittee has also adopted emergency procedures and will practice and strictly adhere to the emergency plans and procedures set forth in **Attachment "L" ("Emergency Plans")**, incorporated by reference. The Emergency Plans must include but is not limited to plans and procedures for thunderstorm and tornado events.

27. WARNING OR NOTICE

Permittee shall establish a procedure, approved by the Utilities Director, for the provision by the Permittee of warnings and notices of adverse weather, dangers to health, welfare, or safety, and/or cessation of the hours of operation to its patrons and participants.

28. BOATHOUSE COST

A. Permittee has adopted and provided to Oklahoma City and OCWUT a copy of the Permittee's Boathouse prices related to the operation of the Permitted Premises, attached as **Attachment "M" ("Boathouse Costs")**, incorporated herein by reference. Permittee will provide Oklahoma City and OCWUT all updates and revisions of the Boathouse Costs.

B. Oklahoma City or OCWUT may request or require as condition of any amendment to this Agreement, updates or revisions to Boathouse Costs, as may be necessary to conform to the to the rules, regulations and fees of the Oklahoma City Parks and Recreation Departments applicable to similar activities, uses, properties and facilities and to the concerns of the Utilities Director.

29. EMPLOYEE RESTRICTIONS

A. All employees and/or staff hired by the Permittee providing services at the Permitted Premises must meet all state law requirements including employee licenses to sell alcohol.

B. No minor children or nonemployees will be permitted to accompany an employee and/or staff during their shift.

C. No minor children or nonemployees will be permitted behind the register or in the kitchen.

30. NONDISCRIMINATION

Permittee agrees not to unlawfully discriminate in the provision of services or in the hiring of employees. Permittee agrees not to unlawfully discriminate among participants or in the provision of Permitted Activities to participants. Permittee shall sign and abide by the affidavit of non-discrimination attached hereto as **Attachment "N" ("Certificate of Discrimination")** incorporated herein by reference.

31. INSPECTION

Permittee agrees Oklahoma City and OCWUT have the right to inspect the Permitted Premises at any time with or without prior notice. This right to inspect does not create a duty upon Oklahoma City or OCWUT to Permittee or any third party for inspection of or for the condition of Existing Permittee Facilities or for the condition of the Permitted Premises.

32. LOCKS

No locks shall be installed by Permittee on gates or doors to the Permit Premises without first

notifying OCWUT and furnishing two duplicate keys to the Utilities Director.

33. ANNUAL REPORT, REVIEW AND RECONCILIATION

A. On or before February 1st of each calendar year of this Agreement, Permittee agrees to provide an Annual Report, including:

1. a copy of annual participant records for all permits, licenses, and rentals sold; and
2. an operations and maintenance budget for the upcoming calendar year; and
3. an accounting of revenues received for Permitted Activities at the Permitted Premises from permit and license sales, , Permittee Special Event and other activities; and
4. an itemized list of all goods and services to be sold and the prices of each item on the Permitted Premises for the upcoming season; and
5. a copy of any proposed revisions to the Safety Rules and/or the Emergency Plans; and
6. a copy of the certificate of insurance, or renewal thereof, for the public liability insurance required in this Agreement; and
7. a copy of active Storm Water Quality permit; and
8. a log of all known incidents at the Permitted Premises including the date and time of each incident, the nature of each incident; names, addresses, and telephone numbers of the persons involved; and such other additional issues as requested by the Utilities Director to be included.

34. ALCOHOL AND DRUGS

A. Permittee may not provide or sell drugs on the Permitted Premises including the sale or distribution of medical marijuana.

B. No one under the influence of drugs will be permitted on the Permitted Premises.

C. Permittee agrees not to sell glass bottles at the Permitted Premises.

D. Permittee must comply with state licensing requirements and Oklahoma City Code prior to the sale or distribution of any alcoholic beverages.

E. Permittee must attain a special permit for the use of wine and beer by the Utilities Director prior to any use of wine and beer on the Permitted Premises.

F. The Utilities Director is authorized but under no obligation to grant a special permit for the use of alcoholic beverages under Oklahoma City Municipal Code § 38-158.

G. Permittee shall be solely responsible for obtaining all different or additional zoning of the Permit Premises required for the sale or use of alcoholic beverages on the Permitted Premises prior to initiating such activity or use.

H. If Permittee acquires the necessary licenses and permits to sell non-intoxicating alcoholic beverages as required by law, then Permittee must get approval by the Utilities Director for the selection of alcoholic beverages Permittee plans to sell at Permitted Premises. The Utilities Director may, in his sole discretion, deny any or all of the selected alcoholic beverages Permittee seeks to sell.

I. Permittee may not allow any retail alcohol containers to be opened, or any alcoholic beverage to be consumed on the Permitted Premises.

35. MAINTENANCE OF PERMITTEE FACILITIES

A. Permittee agrees to maintain the Permitted Premises and all facilities, capital improvements and other improvements including, but not limited to, utilities, structures, buildings, facilities, kitchens, installations, lighting systems, fire alarms, unexpired fire extinguishers, sanitation sewer systems, water systems, irrigation systems, and grounds (“Permittee Facilities”) in a “first class” manner and in a good, safe clean and orderly condition solely at its own expense.

B. Permittee shall maintain the Permittee Facilities in accordance with all local, state and federal regulations and laws and best management practices.

C. Should Permittee fail to maintain Permittee Facilities in accordance with this Agreement, then Oklahoma City or the Utilities Director may issue a compliance report documenting such failure and directing the Permittee to remove, secure and/or repair such Permittee Facilities within thirty (30) calendar or less if in the discretion of Oklahoma City or the Utilities Director such failure creates or maintains a present or an imminent safety or health hazard.

D. Each failure of Permittee to timely maintain the Permittee Facilities strictly in accordance with this Agreement or to timely respond to a compliance report as provided therein shall constitute a breach of this Agreement for which this Agreement may be modified or terminated by Oklahoma City or OCWUT without additional notice to Permittee and without cost to Oklahoma City or OCWUT.

E. In addition, should Permittee fail in any manner to fulfill its legal obligations to timely secure, the Permittee Facilities in a safe manner, OCWUT and Oklahoma City may, in its discretion, at Permittee’s expense, take all necessary steps to ensure the maintenance and security of the Permitted Premises and the Permittee Facilities. Steps taken may include, but not be limited to:

1. securing or closing of the Permitted Premises, and/or
2. securing or closing any or all Permittee Facilities.

F. Should Permittee fail to timely reimburse OCWUT or Oklahoma City for the above expenses within thirty (30) calendar days of invoicing, then OCWUT and/or Oklahoma City may terminate this

Agreement and/or OCWUT and/or Oklahoma City may pursue legal action to ensure repayment.

36. DEFINITIONS

As used herein the singular shall include the plural and the following shall have these meanings:

1. “City Engineer” shall mean the City Engineer of The City of Oklahoma City, or designated representative.
2. “Utilities Director” shall mean the Utilities Director of the City of Oklahoma City, or designated representative.
3. “Patron” shall include any member, guests, invitees, public, volunteer, attendee, contractor, and subcontractor on the Permitted Premises at the request, permission, or acquiescence of the Permittee.
4. “Participant” shall include all persons of any age utilizing the Permitted Premises or Permittee Existing Facilities.
5. “Expire” or “expiration” shall mean the cessation of this Agreement as a result of the end of the term and also including cessation of this Agreement related to a determination of a court of public ouster or other court determination of partial or full invalidation of this Agreement, provided however the Permittee duties of indemnification and insurance shall continue as provided in this Agreement for acts or omissions that occurred prior to expiration.
6. “Cancel” or “cancellation” shall mean the cessation of this Agreement by voluntary act of the OCWUT and/or Oklahoma City solely for the convenience of OCWUT and/or Oklahoma City before expiration, but not including termination or expiration of this Agreement, provided however the Permittee duties of indemnification and insurance shall continue as provided in this Agreement for acts or omissions that occurred prior to cancellation.
7. “Terminate” or “termination” shall mean the cessation of this Agreement by act of the OCWUT and/or Oklahoma City related to a breach by the Permittee or by act of the Permittee willfully terminating this Agreement, provided however the Permittee duties of indemnification and insurance shall continue as provided in this Agreement for acts or omissions that occurred prior to termination

37. COOPERATION

Permittee must, upon request, cooperate with the Oklahoma City Police Department, Oklahoma City Fire Department, Oklahoma City Utilities Department, Oklahoma Department of Environmental Quality, Oklahoma Water Resources Board, Oklahoma City-County Health Department and OCWUT in their operation and maintenance of the reservoir and reservation also

including but not limited to the Permitted Premises

38. SIGNAGE

Permittee must obtain written consent from the Utilities Director and obtain all necessary permits prior to installing identification signs at the Permitted Premises. Such identification signs must also be in accordance with any applicable Oklahoma City codes and regulations.

39. UTILITIES

A. The City and OCWUT agree to provide and pay for utilities limited to propane, water, sewer, and a portion of electric at the Permitted Premises. The Parties agree that the City and OCWUT will only be responsible for providing up to six hundred and fifty dollars (\$650) for electric. Should Permittee exceed six hundred and fifty dollars (\$650) in any given month, Permittee will be responsible for paying the additional balance.

B. Permittee shall be responsible for all other utilities, including but not limited to private trash service, internet, and telephone in addition to any electricity that exceeds Permittee's given electric budget for the Permitted Premises. Permittee agrees to abide by any recycling, conservation, or water emergency directive issued by the Utilities Director, or City Council.

40. INDEMNIFICATION

The Permittee agrees to indemnify, defend, and hold Oklahoma City and OCWUT harmless from and against any and all losses, costs, expenses, liabilities, damages, consequential damages, fines, penalties, claims, actions, or causes of action, liability and for injuries or death to persons, and damages to or loss of property caused by or occurring incident to the acts or omissions of the Permittee or the acts or omissions of its agents, employees, contractors, subcontractors, patrons or participants under this Agreement. The Permittee shall not be liable for any injury, damage, or loss occasioned by the sole negligence of OCWUT or Oklahoma City and its agents or employees, respectively. Provided further each party must give the other parties hereto prompt and timely notice of any claim or suit instituted which, in any way, directly or indirectly, contingently or otherwise, affects or might affect any other party. Oklahoma City and OCWUT shall have the right, but not the obligation, to settle claims or actions or defend claims and actions against Oklahoma City and/or OCWUT hereunder.

41. INSURANCE

A. The Permittee shall, during the term of this Agreement, carry Commercial General Liability and Property Damage Insurance, with responsible insurance underwriters authorized to do business in the State of Oklahoma and acceptable to the Utilities Director. Such insurance must protect Oklahoma City and OCWUT, individually and jointly, from all claims for injury or death to

persons and from property damage or loss arising from acts or omissions by the Permittee. The amounts of the insurance coverage available and applicable to each act or occurrence and to each insured and additional insured shall not be less than the maximum cumulative liability exposure of Oklahoma City and OCWUT as set out in 51 O.S. §§ 151 et seq. (Governmental Tort Claims Act), and any successor, addition, or amendatory statutes.

B. The Permittee must obtain and maintain a policy and must furnish Oklahoma City and OCWUT a certificate evidencing such insurance. The insurance policy must also provide that Oklahoma City and OCWUT are additional insureds and that the policy or policies cannot be cancelled or materially modified without thirty (30) calendar days written notice to Oklahoma City and OCWUT. This Agreement will be terminated by the Utilities Director or designee if the insurance coverage lapses or is terminated.

C. The Permittee has provided the attached insurance certificate, **Attachment “O” (“Insurance”)**, incorporated herein by reference, which Permittee represents complies with this insurance requirement. During this Agreement, the Permittee must renew such Insurance or obtain other insurance adequate to comply with this Agreement prior to the expiration or cancellation of this Insurance, and any subsequent insurance.

D. The foregoing insurance shall survive the expiration, cancellation or termination of this Agreement for insured events occurring before such expiration, cancellation or termination.

42. BREACH AND DEFAULT

A. A breach of any provision of this Agreement shall act as a breach of the entire Agreement unless said breach is expressly waived in writing by all other parties hereto. Failure to enforce or timely pursue any breach shall not be deemed a waiver of that breach or any subsequent breach. No waiver of any breach by any party hereto of any terms, covenants, or conditions of this Agreement shall be deemed a waiver of any subsequent breach of the same, similar, or different nature.

B. Further, except as otherwise specifically and expressly provided and any other paragraph hereto, should any party hereto breach this Agreement or fail to perform, keep or observe any of the terms, covenants, or conditions of this Agreement, this Agreement may be terminated by any party not in default thirty (30) calendar days after receipt of written notice unless timely cured by the party in breach, less and except as such lesser time is provided in this Agreement.

C. Oklahoma City and OCWUT reserve the right to cure any breach by another party; provided however this right shall not create any obligation to cure any breach of any other party. Cure by a party not in breach shall not be deemed to be a cure by the party in breach.

D. Provided, however, any breach by Permittee which:

1. interferes with or impacts the operation or use of the Oklahoma City Utility Systems, Oklahoma City Existing Facilities, or
2. interferes with or impacts the Oklahoma City public safety or public warning system

must be cured immediately; and the Oklahoma City and the OCWUT reserve the right to immediately terminate this Agreement, if Permittee fails to immediately cure any such breach.

E. Should Oklahoma City or the OCWUT breach this Agreement, Permittee may only recover that proportion of the prepaid annual rental for the unexpired term. Permittee may not collect or recover any other or additional damages, losses, or expenses.

43. REMOVAL OF PROPERTY

In the event this Permit is canceled or terminated, for any reason, the Utilities Director shall provide Permittee a list of all Permittee Facilities that shall be removed from the Permitted Premises by Permittee. Permittee shall within thirty (30) calendar days after cancellation or termination of this Permit, remove said Permittee Facilities without damaging the reservoir, the reservation, or any land belonging to Oklahoma City or OCWUT. Any Permittee Facilities not removed within thirty (30) calendar days after the cancellation or termination of this Permit shall become the property of Oklahoma City. Provided, however, Oklahoma City reserves the right to require Permittee to remove all Permittee Facilities.

44. COST OF FACILITIES

It is further understood and agreed by and between the parties that during the term of this Agreement all of the Permittee Facilities constructed or installed by Permittee at its expense shall remain the property of Permittee separate and apart from the demised Permitted Premises, except as otherwise expressly provided herein, and except as remaining on the Permitted Premises with the consent of the Utilities Director after the termination, expiration or cancellation of this Agreement. Neither OCWUT nor The City of Oklahoma City shall be liable or have any responsibility to reimburse or otherwise compensate Permittee for any Permittee Facilities remaining on the Permitted Premises at or after the termination, expiration or cancellation of this Agreement except for Permittee Capital Improvements as expressly stated in this Agreement.

45. NOTICES

Notices or other communications to the parties pursuant to the provisions hereof shall be sufficient if hand delivered or if sent by certified mail, postage prepaid, or if emailed with receipt confirmation to the address and address set forth on **Attachment "P" ("Notice")**, incorporated by reference, or such addressee or address as subsequently designated by the party by written notice in

accordance herewith.

46. ENVIRONMENTAL

A. Permittee hereby covenants not to permit or introduce any chemical substance or hazardous material to be brought upon, kept or used in or about the Permitted Premises by Permittee, its agents, employees, contractors, patrons, or invitees without the prior written consent of the Utilities Director, which the Utilities Director shall not unreasonably withhold as long as Permittee demonstrates to the Utilities Director reasonable satisfaction that such chemical substance and hazardous material is necessary or useful to Permittee's operation hereunder and will be used or kept and stored in a manner that complies with all laws regulating any such chemical substance and hazardous material so brought upon or used or kept in or about the Permitted Premises. If Permittee breaches the obligations stated in the preceding sentence, or if the presence of the chemical substance or hazardous material on the Permitted Premises caused or permitted by Permittee results in contamination of the water supply, or if contamination of the Permitted Premises by the chemical substance or hazardous material otherwise occurs for which Permittee is legally liable to Oklahoma City and/or OCWUT for damage resulting there from, Permittee shall indemnify, defend and hold Oklahoma City and/or OCWUT and its officers, agents and employees harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including without limitation, diminution in value of the Permitted Premises, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Permitted Premises), The foregoing indemnity shall survive the expiration or earlier termination of this Agreement.

B. As used herein, the term "chemical substance" means a substance obtained by a chemical process or used for producing a chemical effect, including but not limited to pesticides, herbicides and fertilizers; and the term "hazardous material" means any hazardous or toxic substance, material or waste, including but not limited to those substances, materials and wastes listed by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes that are or become regulated under any applicable local, state or federal law.

47. INSPECTION FOR CONTAMINATION

A. Permittee shall maintain proper protocols for food and beverage sales as required under Oklahoma City Code Chapter 21.

B. Permittee must have an up to date food establishment license as required by Oklahoma City Code § 21-36.

C. Oklahoma City, the Director of the City-County Health Department, and OCWUT and its employees and agents shall have the right, but not the duty, to inspect the Permitted Premises at any time to determine whether Permittee is complying with the terms of this Agreement.

D. If Permittee is not in compliance with this Agreement, Oklahoma City shall have the right to immediately enter upon the Permitted Premises to remedy any contamination caused by Permittee's failure to comply at Permittee's expense and this Agreement shall terminate immediately without notice, notwithstanding any other provisions of this Agreement.

E. Neither Oklahoma City nor OCWUT shall be liable for any interference caused by inspection or remediation of any contamination.

F. This right to inspect does not create a duty upon Oklahoma City or OCWUT to Permittee or any third party for inspection of or for the condition of the Permitted Premises.

48. TIME IS OF ESSENCE

For the purpose of this Agreement, time shall be deemed of the essence.

49. THIRD-PARTY BENEFICIARIES

All parties expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this Agreement. This Agreement does not create any rights in third parties.

50. VENUE AND CHOICE OF LAW

All parties hereto expressly agree that the venue of any litigation relating to or involving this Agreement and/or the rights, obligations, duties and covenants therein shall be in District Court for Oklahoma County, State of Oklahoma. All parties agree that this Agreement shall be interpreted and enforced in accordance with Oklahoma law and all rights of the parties shall be determined in accordance with Oklahoma law.

51. AMENDMENT

This Agreement may only be amended by subsequent separate written agreement formally approved by Permittee, Oklahoma City and OCWUT.

52. ABIDE BY LAW

A. Permittee agrees that the rights and privileges granted by this Agreement are subject to all ordinances, laws and regulations of OCWUT, Oklahoma City, State of Oklahoma, and United States of America, and all amendments and additions thereto.

B. Permittee must faithfully abide by the ordinances, laws, rules and regulations of the OCWUT, Oklahoma City, State of Oklahoma, the United States of America and their authorized agencies

and authorities including but not limited to the Oklahoma City-County Health Department, Oklahoma State Department of Health, the Oklahoma Department of Environmental Quality.

C. Although Permittee is responsible for compliance with all applicable ordinances, laws, and regulations, to include those of Oklahoma City and OCWUT, certain ordinances, laws and regulations are specifically brought to Permittee's attention; specifically, the certain Oklahoma City ordinances listed in **Attachment "Q" ("Certain Oklahoma City Ordinances")**, which are incorporated herein by reference; provided, however, such list of Certain Oklahoma City Ordinances is not exhaustive and such list of Certain Oklahoma City Ordinances does not waive, limit, release or excuse Permittee's responsibility to strictly observe and comply with all applicable ordinances, laws, and regulations of Oklahoma City, OCWUT, the State of Oklahoma, and the United States of America and their authorized agencies and authorities, and all amendments and additions thereto.

53. ZONING, LICENSES AND HEALTH SAFETY REGULATIONS

A. Permittee shall be solely responsible for obtaining all different or additional zoning of the Permit Premises required for activities and uses on the Permitted Premises prior to initiating such activity or use. Neither Oklahoma City nor OCWUT are required by this Agreement to apply for, obtain, or consent to any zoning of the Permit Premises required for any activity or use of Permittee and its employees, agents, invitees, participants, patrons, contractors and subcontractors.

B. Permittee shall be responsible for meeting and complying with any and all applicable health and safety regulations, including, but not limited to: health, environmental and safety, which may be required or imposed by any authorized public entity or authority, including but not limited to: Occupational Safety and Health Administration, Corps of Engineers, Environmental Protection Agency, United States Fish and Wildlife Service, Oklahoma Department of Environmental Quality, City-County Health Department, and Oklahoma City, related to any activity or use by Permittee and its employees, agents, invitees, participants, patrons, contractors and subcontractors on the Permit Premises.

54. ASSIGNMENT

A. The rights and privileges granted by this Agreement shall not be assigned or sublet without the prior written approval of Oklahoma City and OCWUT.

B. Provided, however, the Utilities Director is hereby authorized to approve a sublet, but not an assignment, of this Agreement for both Oklahoma City and OCWUT.

55. EMPLOYEES

Permittee may hire qualified employees and staff authorized to operate under this Agreement, which shall not be deemed an assignment, subcontract or sublet of this Assignment.

Permittee will be responsible to Oklahoma City and OCWUT for all acts and omissions of Permittee's staff, employees, and volunteers.

56. CANCELLATION OR TERMINATION

Neither OCWUT nor Oklahoma City shall be liable for any costs, injury, damage, expense, or loss accruing to Permittee pursuant to the cancellation or termination of this Agreement. In addition, this provision shall not act in any way to limit any rights, liabilities or duties provide for elsewhere in this Agreement.

57. CONSTRUE AGREEMENT

The language in all parts of this Agreement shall in all cases be construed as a whole and any uncertainty will be interpreted in favor of the Oklahoma City and OCWUT.

58. WHOLE AGREEMENT

This Agreement is the complete agreement between the parties and no additions, amendments, alterations, or changes in this Agreement shall be effective unless reduced to writing and signed by all parties hereto. It is understood and agreed by the parties hereto that this Agreement contains all the covenants, stipulations, and provisions agreed upon by said parties. No party to this Agreement has authority to alter or change the terms hereof, except as provided herein. No party is or shall be bound by any statement or representation not in conformity herewith.

59. ORIGINALS

This Agreement may be executed in multiple counterparts, each of which shall be as an original.

60. SURETY

A. Permittee shall furnish a surety in the form of a cashier's check, bank check or surety in the name of Oklahoma City and OCWUT as **Attachment "R" ("Surety")**, incorporated herein by reference, as a guarantee of performance of this Agreement and as a guarantee of payment of any consideration or to satisfy any indemnification required in this Agreement.

61. TAX COVENANTS

To the extent applicable to this Agreement, Permittee acknowledges and agree to the tax covenant attached on **Attachment "S" ("Tax Covenants")**, incorporated by reference.

62. NO PUBLIC OUSTER

Should a court of competent jurisdiction determine that this Agreement creates a public ouster or violates public policy, then this Agreement shall be deemed void; however, if a court of competent jurisdiction determines only a portion of this Agreement creates a public ouster or violates public policy, then the parties may mutually agree to continue pursuant to this Agreement or terminate this Agreement

upon thirty (30) calendar days' notice to all parties hereto, or such lesser time as ordered by the court.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SAMPLE

This Agreement was executed by Permittee _____, on this _____ day of _____, 20____.

By _____

As _____

of _____

Signed and sworn to, before me this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

My Commission No. _____

APPROVED by the Trustees and signed by the Chairman of the Oklahoma City Water Utilities Trust this _____ day of _____, 20____.

ATTEST:

OKLAHOMA CITY WATER UTILITIES TRUST

Secretary

Chairman

APPROVED by the Council and signed by the Mayor of The City of Oklahoma City of Oklahoma City this _____ day of _____, 20____.

ATTEST:

THE CITY OF OKLAHOMA CITY

City Clerk

Mayor

Reviewed for form and legality.

Assistant Municipal Counselor

Attachment “A”
Permittee Purpose

- A. Permittee shall manage and operate Permitted Premises by providing daily management and supervision of the Boathouse, including the preparation and sale of food and beverages, the sale of boating and fishing equipment, the rentals of the Marina wet and dry boat stalls, the sale and distribution of City permits and the maintenance of the Boathouse public restroom facility
- B. Permittee shall provide enhanced customer service and cleanliness of all facilities on the Permitted Premises.

SAMPLE

Attachment “B”
Permitted Premises
(Attach Diagram Page 1 of 3)

The Boathouse and Marina facilities are located just 2.6 miles south of the Interstate 240 and South Douglas interchange, traveling along North Stanley Draper Drive to West Stanley Draper Drive to 8301 SE 104th Street as depicted in this diagram for overview of Lake Stanley Draper Marina and Boathouse Area.

Access Map from I 240 to Lake Stanley Draper Boathouse and Marina



Attachment "B"
(Page 2 of 3)

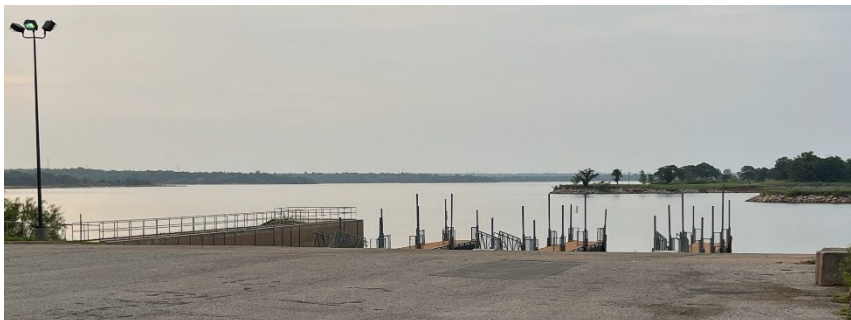
Lake Stanley Draper Boathouse and Marina Area



Northwesterly view of Marina



North view of Marina Courtesy Dock



Eastern view of large 3 bay boat ramp south of Boathouse

Attachment “B”
(Page 3 of 3)



Restroom, Playground and Pavilion area south of Boathouse



Front entrance to Boathouse Facility



View to the north of Marina wet stalls



Attachment “C”

Operational Duties (Page 1 of 3)

General - The Permittee will be responsible for maintaining the Permitted Premises including supervising staff during the hours of operation which will consist of at least two individuals between the months of mid-April to mid-October and at least one individual between the months of mid-October to mid-April. All operational duties include but are not limited to the maintenance and operation of the boathouse, public restroom facility, marina and campsite management.

Park and recreational functions are public utilities and public purposes provided and supported by Oklahoma City. The City and OCWUT grant contemporaneous permits for use of the City lakes and reservations for the benefit of Oklahoma City or OCWUT or as provided by law. Lake Stanley Draper is one of the premier recreational environments in Central Oklahoma. The 2,900-acre lake offers boating, jet and water skiing, on water and on land boat storage, fishing, primitive camping, and a range of trail uses, with on-site lake management services provided at the Boathouse and Marina. The Boathouse and Marina facilities are located just 2.6 miles south of the Interstate 240 and South Douglas interchange, traveling along North Stanley Draper Drive to West Stanley Draper Drive to 8301 SE 104th Street for overview of Lake Stanley Draper Marina and Boathouse Area).

Boathouse - The Boathouse includes a commercial kitchen space, and a rustic, lodge-like dining room with a rock fireplace as well as a space for retail sale items including but not limited to fishing and boating equipment, bait, and rental and permit purchases. Permittee agrees to comply with state and local law by acquiring active licenses to prepare and sell food and beverages including separate license for the sale of alcohol. Additionally, Permittee agrees to maintain health and safety regulation in a first class manner. Permittee agrees to sell permits and rentals including but not limited to camping permits, off-road motorized vehicle permits, off-road non-motorized vehicle permits, model aircraft permits, boating permits, hunting permits, fishing permits, camping permits, pavilion permits and wet slips and dry stall rentals. All funds collected from the sale of permits and rentals will be logged by the Permittee or staff and remitted to the City/OCWUT treasurer per OCWUT procedures.

Trails - The City’s Metropolitan Area Projects (MAPS) program recently completed construction of a 13.5-mile Draper Trail loop around the lake. The trail is ADA-compliant, and is ideal for walkers, runners, and cyclists. This trail has more elevation changes than other trails in Oklahoma City due to the lake topography. The trail is connected to the Tinker-Draper Trail opening up access throughout the City’s expansive trail system. Lake Stanley Draper also has a non-motorized mountain bike trail area in the northeast portion of the Lake near South Post Road and Southeast 89th Street. This facility is managed by Earthbike Fellowship and accessible via user permits in conformance with City Code. Further, a motorized off-road vehicle area is operated for motorcycles on the southwest portion of the Lake. This facility is managed jointly by Crosstimbers Riders Association, Inc. and Oklahoma Dirt Riders, Inc. and accessible via user permits in conformance with City Code.

Camping - Adjacent to the motorized ORV area, is a primitive campground available by user permits issued by the Boathouse operator in conformance with City Code. The campground includes 45 campsites with rentals available by user permits. Permittee is responsible for issuing camping permits and conducting daily patrols of the campground during operational hours. Permittee shall report any and all illegal or dangerous activities directly to the Oklahoma City Police Department. Permittee will not be responsible for any evictions of unauthorized persons utilizing a campsite but should report such findings to OCWUT for resolution.

Operational Duties (Page 2 of 3)

Playground/Pavilion - Just south of the Boathouse is a large children's playground and a pavilion. The pavilion may be reserved by permit at the Boathouse. Permittee will manage and schedule all reservations and, at minimum, place reserved signage at the pavilion prior to and during reservations. Permittee will be responsible for collecting funds for the pavilion and disbursing those funds directly to OCWUT. A cleaning deposit is required for all off-season pavilion rentals. Pavilions are winterized during the off-season, October 31st to April 15th, and do not have running water. The cleaning deposit will be refunded provided the pavilion is left clean and, in such condition, as to allow activities to continue as scheduled. Governmental agencies will be exempt from paying the cleaning deposit, however if they facility is not left clean and, in such condition, as to allow rentals to continue as scheduled the agency will be billed for the amount of the cleaning deposit. non-weather related Refunds for pavilion and stadium rentals, minus \$20.00, will be given if a cancellation notice is received in the Parks Administration office at least seven calendar days before the scheduled event. If the notice is less than seven calendar days, an alternate date within the current season may be chosen at no additional charge, but no refund will be given. If no notice of cancellation is given no refund will be given. Parks Administration reserves the right to determine the severity of inclement weather and the opportunity to reschedule. In case of severe inclement weather on the date of the rental, the applicant may call the emergency number on the permit at least one hour before the event and must call the Parks Administration office by the next business day to reschedule. An alternate date within one year must be chosen in fourteen calendar days. Refunds are not given for inclement weather.

Boat Ramps/Docks - There are four boat ramps strategically placed around the Lake to enable access. Each has been recently renovated or constructed with courtesy docks. The lake also has several fishing piers. There are thirty-two large (14 foot by 38 foot) on the water, covered boat stalls and two boat stalls reserved and used by the Oklahoma City Police Department (OCPD). There is a separate boat courtesy dock. There is adequate space in the Marina for installation of two additional boat storage facilities to the east of the current facility that could accommodate another one-hundred and twelve boat stalls. The Marina also includes a dry boat storage facility with 261 stalls.

Lake Activity Permits Dealer - The Permittee must obtain and maintain a Permit Dealer License with the City of Oklahoma City to sell lake activity permits at the Boathouse. To become a vendor, a request shall be made through the City of Oklahoma City Parks and Recreation Department. Lake activity permit sales will likely generate more traffic at the Boathouse which may result in increased sales and rentals. Types of lake activity permits that may be issued include camping permits, pavilion permits, off-road motorized vehicle permits, off-road non-motorized vehicle permits, model aircraft permits, boating permits, hunting permits and fishing permits.

Marina Management - The Permittee is responsible for the management of 32 wet slips and 261 dry boat stalls. The rental of these slips and stalls is governed by Oklahoma City ordinances and OCWUT policies. Management duties include resolving customer service issues, issuing permits, issuing security key fobs, verifying boat permits, processing new annual applications, performing monthly inspections and inventories, conducting weekly compliance checks of wet slips and dry stalls, enforcing marina rules and keeping accurate records. The OCWUT will provide maintenance and repairs of the wet-and dry boat storage areas, parking lots, roads, boat ramps, fishing and courtesy docks. Staff from OCWUT will bill customers directly for annual wet and dry stalls rentals, process payments, provide collection efforts, and perform boat impoundments. However, Permittee will be responsible for collecting payments for short-term wet slip and dry boat stall rentals as well as any pavilion rentals and remitting such funds to

Operational Duties (Page 3 of 3)

the City/OCWUT Treasurer per OCWUT procedures. Permittee will receive commission for all City permits and licenses sold at the Boathouse in accordance with this Agreement as further described in **Attachment "I"**. The permitting and rental of wet and dry stalls is being transitioned to a new on-line permitting system over the coming year and the Permittee will need to cooperate with OCWUT officials in their efforts to complete this task to improve user service.

City Personnel - OCWUT has constructed an office space for use by the Oklahoma City Police Department located within the Boathouse. This office is separated from the remainder of the building. There will be a certain amount of interaction with the Oklahoma City Police Officers assigned to patrol the Lake Stanley Draper area. Utilities Department employees will manage the resulting professional services agreement with the successful Permittee. Utilities Department employees, at the discretion of the Utilities Department, often perform facilities maintenance of the area amenities. The Parks and Recreation Department, at the discretion of the Parks and Recreation Department, employees perform landscape maintenance. The Permittee and its employees must always maintain positive supportive relationships with all City employees.

Additional Duties

Permittees will be responsible for the regular maintenance and cleaning of all food service, convenience store equipment, restrooms, minnow tanks, and related spaces. Permittees shall also be responsible for maintaining all fire suppression, alarm (fire and intrusion) and lighting systems. Permittees shall keep all facilities and equipment they are responsible for in good working and functional order at all times.

OCWUT has fully renovated these facilities and will be responsible for maintaining the Boathouse structure (roof, windows, wall systems), plumbing, electrical, HVAC, propane and natural gas, and wet slips and dry boat stalls, courtesy docks, boat ramps, parking, and road facilities. Permittees shall notify designated OCWUT officials immediately should there be any concern with these facilities and equipment. Permittees shall be responsible for any repairs / replacements should their own malfeasance result in the damage or failure of these facilities.

The City Parks and Recreation Department is responsible for maintaining the trail around the lake. User groups are responsible for maintaining the motorized and nonmotorized off-road trails. OCWUT makes no warranties or representations regarding facilities other than the Boathouse.

Should the Permittees desire to make any renovations or expansions of facilities during their agreement term, these must first be authorized by the OCWUT General Manager. All requests for authorization must include plans and specifications for renovations or expansions, a description of how the Permittees will fully fund the cost without lien on the facilities and become the property of OCWUT upon termination of the agreement. The OCWUT General Manager or designee will solely determine if the proposed improvements will be presented to the OCWUT for its consideration and approval. All capital improvements will be made with Permittee's funds and will be owned and maintained by the Permittee throughout the life of the agreement, including any renewal term, and automatically transferred to OCWUT and/or Oklahoma City free and clear of any mortgages, liens and encumbrances upon expiration of the agreement. Permittees must obtain and maintain in place all necessary city, county, state, and federal permits and licenses required to provide the services and actions contemplated in this Permit. Permittees will be responsible for compliance with all permits, licenses, laws and regulations.

**Attachment “D”
Effective Date and Term**

A. This Agreement will commence on _____, which shall be the effective date of this Agreement.

B. The term of this Agreement will be for three (3) years from the effective date. _____, with the option to renew for one (1) additional term of three (3) years, unless one of the parties provides written notice of its intent to not allow the extension on or before _____. The Utilities Director is authorized, but not required or obligated, to renew or re-negotiate this Agreement on behalf of Oklahoma City and the OCWUT not to exceed three (3) years from the effective date.

C. Provided, however, at any time during the term of this Agreement, Permittee may request to amend the term of this Agreement.

D. The term of this Agreement may be amended for three (3) years upon the formal approval by the latter of the OCWUT or Oklahoma City with an effective date as stated in that amendment.

SAMPLE

Attachment "E"
Liability Release Forms

**ACKNOWLEDGMENT AND GENERAL RELEASE
FOR ADULTS 18 YEARS AND OLDER**

I acknowledge that I am 18 years of age or older and I am participating in the Permitted Activities at the Permitted Premises as a participant, volunteer, employee, contractor, or patron. I acknowledge and understand the Permitted Premises includes a reservoir and/or reservation owned by The City of Oklahoma City ("Oklahoma City") and leased to the Oklahoma City Water Utilities Trust ("OCWUT").

I affirm that in participating I am not an employee or acting as and/or under any employment contract with Oklahoma City or the OCWUT. Further, I acknowledge and understand that no workers' compensation will be available from Oklahoma City or the OCWUT should I be injured.

I further acknowledge that I am capable of participating in Permitted Activities at the Permitted Premises and I do not know any reason why I cannot safely participate in Permitted Activities at the Permitted Premises without injuring self or others.

I acknowledge that I am familiar with, or have made myself familiar with, the nature of the Permitted Activities and the Permitted Premises and the potential for injury involved and related thereto. I understand the Permitted Activities involve strenuous physical exertion and carries inherent risks. I recognize such participation includes the potential and possibility of injury, the consequences of which I accept. I understand I can avoid these risks by not participating. I affirm and agree that neither Permittee, the City, nor OCWUT can guarantee my safety and that I agree to participate willingly.

I accept and agree that if I am injured while participating in Permitted Activities at the Permitted Premises that my personal medical insurance, or my own resources, will cover any medical bills incurred by me and/or any other losses suffered related thereto.

I hereby release Oklahoma City, OCWUT, and Permittee, and their officers, agents, employees, affiliates, successors, and assigns from any and all liability, claims, and losses of every kind, which have occurred, or which may later occur, related to any action or inaction taken by any of the foregoing with respect to the participation in the Permitted Activities at the Permitted Premises.

Date Signed

Address _____

Print Name

Signature

Print Witness's Name

Witness's Signature

Permittee: _____

Permitted Premises _____

Permitted Activities _____

Patron includes employees, staff, contractors, agents, volunteers, guests, invitees, and fans.

Attachment “F”
Hours of Operation

Permittee agrees to keep the Permitted Premises open for at least nine (9) hours a day from Mid-April to Mid-October and open at least eight (8) hours a day from Mid-October to Mid-April.

SAMPLE

Attachment "G"
Liability Release Forms
ACKNOWLEDGMENT AND GENERAL RELEASE
FOR MINORS UNDER 18 YEARS OF AGE

I acknowledge and state that I am a parent or legal guardian of the below named minor, who is under 18 years of age, and who is participating in the Permitted Activities at the Permitted Premises as a participant, volunteer, employee, contractor, or patron. I acknowledge and understand the Permitted Premises includes a reservoir and/or reservation owned by The City of Oklahoma City ("Oklahoma City") and leased to the Oklahoma City Water Utilities Trust ("OCWUT").

I affirm that in participating my child is not acting as an employee of and is not under any employment contract with Oklahoma City or the OCWUT. Further, I acknowledge and understand that no workers' compensation will be available from Oklahoma City or the OCWUT should I be injured.

I further acknowledge that the minor is capable of participating in Permitted Activities at the Permitted Premises and I do not know any reason why the minor cannot safely participate in Permitted Activities at the Permitted Premises without injuring self or others.

I acknowledge that I am familiar with, or have made myself familiar with, the nature of the Permitted Activities and the Permitted Premises and the potential for injury involved and related thereto. I understand the Permitted Activities involve strenuous physical exertion and carries inherent risks. I recognize such participation includes the potential and possibility of injury, the consequences of which I and my minor accept. I understand the minor can avoid these risks by not participating. I affirm that neither Permittee, the City, nor OCWUT can guarantee my minor's safety and that I willingly agree to permit the minor to participate.

I accept and agree that if the minor is injured while participating in Permitted Activities at the Permitted Premises, I agree that my personal medical insurance, or my own resources, will cover any medical bills of the minor and any other losses suffered related thereto.

I hereby release Oklahoma City, OCWUT, and Permittee, and their officers, agents, employees, affiliates, successors, and assigns from any and all liability, claims, and losses of every kind, which have occurred, or which may later occur, related to any action or inaction taken by any of the foregoing with respect to the participation of the minor in the Permitted Activities at the Permitted Premises.

Print Name of Minor

Date Signed

Minor's Address: _____

Print Parent or Guardian's Name

Parent or Guardian's Signature

Parent or Guardian's Address _____

Print Witness's Name

Witness's Signature

Permittee: _____

Permitted Premises _____

Permitted Activities _____

Patron includes employees, staff, contractors, agents, volunteers, guests, invitees, and fans.

**Attachment “H”
Consideration**

For and in Consideration of the permission herein granted, the Permittee shall maintain the Permitted Premises in a “First Class” manner and comply with the operational obligations as defined in the Agreement.

SAMPLE

**Attachment “I”
Permit Dealer License
(Page 1 of 4)**

WHEREAS, the ordinances of The City of Oklahoma City (City) provide that no person shall fish, boat, or engage in certain other activities upon a City-operated reservation without first obtaining a City permit; and

WHEREAS, any person required to have a City permit shall complete an application and pay the fees established by ordinance; and

WHEREAS, residents and visitors of Oklahoma City benefit by being able to purchase City permits near the Lake Hefner, Overholser, and Draper Reservations; and

WHEREAS, the party executing this Permit Dealer License (Permittee) desires to sell City permits to the public.

NOW, THEREFORE, the parties agree:

1. **GRANT**

The City hereby grants Permittee the non-exclusive right to sell to the public City permits for fishing, boating and certain other activities.

2. **TERM**

This Permit Dealer License (License) shall be effective for one (1) year from the date of approval by the City. Upon mutual consent, it may be renewed annually. However, Permittee must request annual renewals in writing and least thirty (30) calendar days before the current License expires. Such written requests shall be made to the City’s Parks and Recreation or designee (Parks Director) using the contact information contained in Section 11.

3. **ADVERTISING**

Permittee may install signs related to its sale of City permits under this License. Such signs shall be consistent with City Ordinances and approved in advance by the Parks Director.

4. **PERMITS**

Permittee shall sell City permits to the public in accordance with policies and procedures of the City’s Parks and Recreation Department. Permittee shall keep separate records and receipts for the permits as required by the Parks Director. Permittee shall purchase from the City, in advance, all such permits at fees established in the City’s Municipal Code (less a commission reserved by Permittee), attached and incorporated herein.

5. **RETURNED CHECKS**

If Permittee makes a payment to the City under this License by check, and the check is returned due to insufficient funds or other reasons, the City shall notify Permittee. In such case, Permittee

Permit Dealer License
(Page 2 of 4)

must tender a cashier or bank check for the payment, plus a return-check fee of twenty-five dollars (\$25.00). In addition, the City may terminate this License immediately without cost or liability to the City, as provided for in Section 18.

6. INSPECTION

The Parks Director may, at any reasonable time of his choosing, review, inspect, or copy all permits, records, or receipts related to this License. If informed by the Parks Director of any discrepancy in those permits, records, or receipts, Permittee shall correct them within ten (10) calendar days. Permittee's failure to do so shall constitute a breach of this License. Upon such breach, the Parks Director may terminate this License immediately without cost or liability to the City, as provided for in Section 18; or, at his option, the Parks Director may (1) pursue collection against Permittee for any obligation under this License; and/or (2) direct Permittee to deliver the City's copy of all permits to the City's Parks and Recreation Department; and/or (3) pursue all other available remedies.

7. SUBCONTRACTS

This License shall not be subcontracted or assigned without written consent of the Parks Director.

8. INDEMNIFICATION

Permittee shall release defend, indemnify, and hold harmless the City, and its officers, agents, and employees, for any claims or liability arising from, or connected with, any activity under this License. This provision shall survive the expiration or termination of this License, shall not be limited by any other provision of this License, and shall be binding upon Permittee and its representatives, successors, and assigns. The City is constitutionally and statutorily prohibited from indemnifying any third party, including, but not limited to, Permittee, pursuant to Article X, Sections 9, 14, 17, 19, and 26 of the Oklahoma Constitution and the Oklahoma Governmental Tort Claims Act (51 O.S. § 151 et seq., Tort Claims Act), as it may be amended.

9. TERMINATION WITHOUT CAUSE

The City may terminate this License, at any time and for any or no reason, upon thirty (30) calendar days' written notice to Permittee.

10. NON-DISCRIMINATION

Permittee shall not discriminate against any person because of age; race; creed; color; religion; sex (to include sexual orientation); national origin; ancestry; or disability as defined by the Americans with Disabilities Act, as it may be amended, in the sale of any permit or in furnishing services, privileges, or activities under this License.

11. NOTICES

Notices to the City pursuant to this license shall be sent by email or regular or certified mail, postage prepaid, addressed to:

**Permit Dealer License
(Page 3 of 4)**

The City of Oklahoma City
Parks and Recreation Department
Central Business Office
420 West Main, Suite 210
Oklahoma City, OK 73102
(405) 297-3882
parkrentals@okc.gov

or to such persons or addresses as the City may later designate in writing.

Notices to Permittee pursuant to this License shall be sent by email or registered or certified mail, postage prepaid, using the contact information contained on Page 4, or to such persons or addresses as Permittee may later designate in writing.

12. TIME OF THE ESSENCE

For this License, time shall be of the essence.

13. ANTI-COLLUSION

Permittee warrants it has not colluded with the City, or its agents, regarding this License. Permittee warrants that it has not exchanged, given, donated, or promised money or other valuable things (directly or indirectly), for special consideration by the City, or its agents, to procure this License.

14. CITY'S AUTHORIZED AGENT

The Parks Director is authorized to exercise any right or duty of the City under this License.

15. AMENDMENT

This License may be amended by mutual, written agreement of the parties.

16. WHOLE LICENSE

This License contains all terms agreed to by the parties. Neither party shall be bound by any statement or representation not in conformity with this License.

17. CONSTRUCTION OF LICENSE

This License shall be construed as a whole according to its fair meaning. The Section headings of this License are for convenience only and shall not affect its meaning or interpretation.

18. TERMINATION FOR CAUSE

Permittee shall comply with all License terms. Its failure to do so shall constitute a breach of this License. Such breach may be grounds for immediate termination of this License by the City without cost or liability to the City. Within twenty-four (24) hours of any cancellation notice, as

Permit Dealer License
(Page 4 of 4)

provided for under this Section, Permittee shall reimburse the City by returning all unsold permits and the cash from City permits sold up to the time of cancellation.

19. WAIVER OF BREACH

The City may waive any breach of this License. However, any waiver shall not constitute a continuing waiver of such breach, or similar breaches, of this License. Also, the City may later require Permittee to comply with any previously waived breach of this License.

20. COMPLIANCE WITH LAWS

This License shall be subject to applicable laws, rules, regulations, guidelines, and policies, and any action to enforce or interpret this License must be brought in the Oklahoma County District Court for the State of Oklahoma.

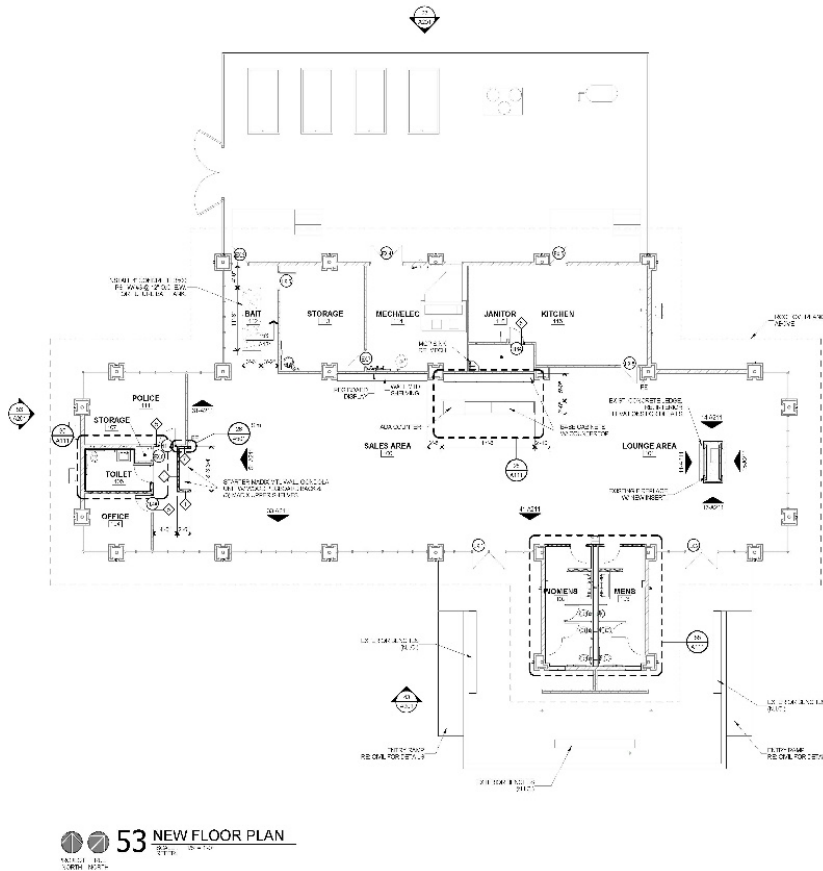
LICENSE PERMIT FEES AND COMMISSIONS

Permit	Permittee Permit Price	General Public Price	Permittee Commission
Daily fishing permit	\$4.60	\$5.00	\$.40
Three-day fishing permit	9.25	10.00	.75
Annual fishing permit	19.00	20.00	1.00
Daily boating permit	5.75	6.25	.50
Annual boating permit	31.00	33.00	2.00
Daily hunting permit	2.60	3.00	.40
Annual hunting permit	11.50	12.50	1.00
Daily non-motorized off-road vehicle permit	1.60	2.00	.40
Annual non-motorized off-road vehicle permit	23.00	25.00	2.00
Daily motorized off-road vehicle permit, under 16 years	1.60	2.00	.40
Annual motorized off-road vehicle permit, under 16 years	11.00	12.00	1.00
Daily motorized off-road vehicle permit, 16 years and older	8.00	10.00	2.00
Annual motorized off-road vehicle permit, 16 years and older	70.00	75.00	5.00
Daily model aircraft permit, under 18 years (youth)	4.50	5.00	.50
Annual model aircraft permit, under 18 years (youth)	23.00	25.00	2.00
Daily model aircraft permit, 18 years and over (adult)	8.00	10.00	2.00
Annual model aircraft permit, 18 years and over (adult)	48.00	50.00	2.00
Pavilion Permit (first two hours)	20.00	20.00	2.00
Pavilion Permit (after two hours)	10.00	10.00	1.00

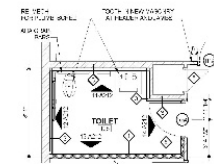
Attachment "J"

Existing Oklahoma City Facilities

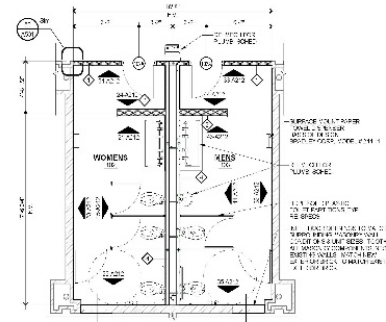
(Attach List of Oklahoma City Facilities)



25 SALES COUNTER ENLGD PLAN



35 TOILET 105 ENLGD PLAN



55 WOMENS 102 & MENS 103 ENLGD PLANS

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REVISION ISSUE
1. 100% DESIGN
2. 90% DESIGN
3. 80% DESIGN
4. 70% DESIGN
5. 60% DESIGN
6. 50% DESIGN
7. 40% DESIGN
8. 30% DESIGN
9. 20% DESIGN
10. 10% DESIGN

SHEET INFO
SHEET TITLE
NEW FLOOR PLAN & ENLARGED PLANS

Attachment "K"
Safety Rules

(Attach Permittee Safety Rules)

SAMPLE

Attachment "L"
Emergency Plans

(Attach Permittee Emergency Plans)

SAMPLE

**Attachment “M”
Boathouse Costs**

SAMPLE

Attachment "N"
Certification of Non-Discrimination

In connection with the performance of work under this Agreement, the Permittee agrees as follows:

A. The Permittee agrees not to discriminate against any party pursuant to this Agreement because of race, creed, color, sex, national origin, physical handicap, or ancestry. The Permittee shall take affirmative action to ensure that parties are treated without regard to their race, creed, color, national origin, sex, or ancestry.

B. In the event of the Permittee's non-compliance with this non-discrimination clause, the Agreement may be canceled or terminated by the Utilities Director. The Permittee may be declared by Oklahoma City or OCWUT ineligible for further permits with the said agency until satisfactory proof of intent to comply shall be made by the Permittee.

C. The Permittee agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this Agreement.

D. The Permittee agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, physical handicap, or ancestry. The Permittee shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, national origin, sex, or ancestry. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Permittee shall agree to post in a conspicuous place, available to employees and applicants for employment notices this Certificate of Non-Discrimination.

I have read the above stated clauses and agree to abide by them.

Signed By _____

Print Name _____

As _____

For _____

**Attachment “O”
“Insurance”**

(Attach Insurance Certificate)

SAMPLE

**Attachment “P”
Notices**

Notices to the **Oklahoma City Water Utilities Trust:**

General Manager
Oklahoma City Water Utilities Trust
420 W. Main Street, Suite 500
Oklahoma City, Oklahoma 73102
chris.browning@okc.gov

Notices to the City of **Oklahoma City:**

Utilities Director
The City of Oklahoma City
420 W. Main Street, Suite 500
Oklahoma City, Oklahoma 73102
chris.browning@okc.gov

and

City Clerk
The City of Oklahoma City
200 N. Walker Avenue, Second Floor
Oklahoma City, Oklahoma 73102
amy.simpson@okc.gov

Notices to **Permittee**

Attachment “Q”
Certain Oklahoma City Ordinances
(Page 1 of 3)

§ 5-31. - Retail wine or retail beer licensee prohibited acts.

No holder of a Retail Wine License or a Retail Beer License shall:

- (1) Purchase or receive any alcoholic beverage other than from a wine and spirits wholesaler, beer distributor, winery or small brewer self-distribution licensee;
- (2) Suffer or permit any retail container to be opened, or any alcoholic beverage to be consumed on the licensed premises, unless otherwise permitted by law;
- (3) Sell any beer or wine at any hour other than between the hours of 6:00 a.m. and 2:00 a.m. the following day, Monday through Sunday. Retail wine and retail beer licensees shall be permitted to sell beer and wine on the day of any General, Primary, Runoff Primary or Special Election whether on a national, state, county or city election;
- (4) Sell any beer and wine on credit; provided, that acceptance by a grocery store, convenience store or drug store of a cash or debit card, or a nationally recognized credit card, in lieu of actual cash payment does not constitute the extension of credit;
- (5) Offer or furnish any prize, premium, gift or similar inducement to a consumer in connection with the sale of beer or wine, except that goods or merchandise included by the manufacturer in packaging with beer or wine or for packaging with beer or wine shall not be included in this prohibition; but no retail wine or retail beer licensee shall sell any beer or wine prepackaged with other goods or merchandise at a price which is greater than the price at which the alcoholic beverage alone is sold; or
- (6) Pay for beer or wine by a check or draft which is dishonored by the drawee when presented to such drawee for payment.

§ 38-158. - Consumption of alcoholic beverages.

- (a) No person shall use, possess, consume, or distribute alcoholic beverages within a City-owned lake reservation except as permitted by law at those establishments and locations where the requisite State license has been issued and is in effect, except as provided in this section.
 - (b) The Utilities Director has the authority to grant a special permit for the use of wine and beer within any area of a City-owned lake reservation.
- (Ord. No. 20531, § 2, 2-13-96; Ord. No. 23451, § 7, 9-25-07; Ord. No. 23756, § 2, 12-2-08; [Ord. No. 26268](#), § 2, 10-8-19)

§ 21-36. - Required.

- (a) No person shall engage in the manufacture or sale of any candy or confection in which sugar is an ingredient, or any food products, beverages, soft drinks, bakery products, candy, or farm produce, unless a license has first been obtained from the Supervisor of Licenses.
 - (b) Restaurants, hotel dining rooms and cafeterias serving milk, ice cream, candy, confectionery products or other food products for consumption on the premises shall not be required to obtain an additional license for each such product.
- (Code 1970, §§ 16-122, 16-127(b); Ord. No. 15972, § 1, 9-16-80; Code 1980, § 21-36)

§ 21-37. - Application.

- (a) Any person desiring to establish, maintain or operate any frozen products, candy, or confectionery factory or sales place, or any grocery, market, delicatessen, restaurant, cafeteria, hotel dining room, lunchstand, beverage or soft drink stand, fountain or factory, canning factory, food factory, bakery, pastry shop, nut breaking shop, farm produce, sales place or any other sales place for the sale of any of said

(Page 2 of 3)

products, whether the products manufactured, handled and sold, or offered for sale are for retail or wholesale, shall first make written application to the Director for a license to do so, after having paid the fee therefor.

(b) The application shall state the name and residence of the applicant if an individual, the names and residences of the partners if a partnership, the names and residences of the principal officers, if a corporation, and shall give the location and description of the premises in detail for which the license is desired. In addition, plans detailing the construction and arrangement of food preparation, packing, storing, distribution or servicing facilities shall be submitted and approved for all new and remodeled establishments prior to or as part of the application.

(Code 1970, § 16-124; Ord. No. 15972, § 1, 9-16-80; Code 1980, § 21-37)

§ 60-38-14. - Fees for use of City open air pavilions.

All applicable taxes included

- (a) pavilions - first two hours:
- Route 66 pavilion, plus key deposit\$70.00
 - each additional hour35.00
 - Earlywine Teepee, Earlywine small pavilion, Stars & Stripes pavilion, Trospen pavilion, Wiley Post pavilion, and Will Rogers South pavilion, plus key deposit70.00
 - each additional hour35.00
 - Bluff Creek Continental Resources pavilion, Lake Draper Recreation Areas 1 & 2, and South Lakes pavilion70.00
 - each additional hour35.00
 - Edwards pavilion, Martin Park pavilion, Overholser large pavilion, and Will Rogers north pavilion, plus key deposit where applicable60.00
 - each additional hour30.00
 - Bluff Creek small pavilions north and south, Dolese park pavilion, Lake Draper small pavilion, Lions Children's Playground pavilions north and west, Overholser small pavilion, and pavilions not listed, plus key deposit where applicable20.00
 - each additional hour10.00
- (b) Special fees:
- Non-refundable processing fee*20.00
 - Special processing fee for pavilion and stadium reservations made less than seven calendar days in advance20.00
 - Off-season cleaning deposit**100.00
 - key deposit, as applicable\$20.00

*A cleaning deposit is required for all off-season pavilion rentals. Pavilions are winterized during the off-season, October 31st to April 15th, and do not have running water. The cleaning deposit will be refunded provided the pavilion is left clean and in such condition as to allow activities to continue as scheduled. Governmental agencies will be exempt from paying the cleaning deposit, however if they facility is not left clean and in such condition as to allow rentals to continue as scheduled the agency will be billed for the amount of the cleaning deposit.

A \$20.00 key deposit fee is required for all applicable picnic shelters and pavilions. Key deposits will be refunded provided keys are picked up prior to the event and returned within three working days of the use. Governmental agencies will be exempt from paying the key deposit, however if

(Page 3 of 3)

the key deposits not returned within the three working days of the use the agency will be billed \$20.00 for the key.

Cancellations - (non-weather related) Refunds for pavilion and stadium rentals, minus \$20.00, will be given if a cancellation notice is received in the Parks Administration office at least seven calendar days before the scheduled event. If the notice is less than seven calendar days, an alternate date within the current season may be chosen at no additional charge, but no refund will be given. If no notice of cancellation is given no refund will be given.

Weather is unpredictable. Parks Administration reserves the right to determine the severity of inclement weather and the opportunity to reschedule. In case of severe inclement weather on the date of the rental, the applicant may call the emergency number on the permit at least one hour before the event and must call the Parks Administration office by the next business day to reschedule. An alternate date within one year must be chosen in fourteen calendar days. Refunds are not given for inclement weather.

SAMPLE

**Attachment “R”
Surety**

(Attach surety bond or notate that a check has been received and deposited)

A. Permittee shall furnish a surety in the form of a cashier's check, bank check or surety with Oklahoma City and OCWUT as unconditional payee as a guarantee of performance of this Agreement and as a guarantee of payment or reimbursement to Oklahoma City and OCWUT for any funds expended to perform or for failure of the Permittee to perform as follows:

1. the performance of this Agreement; and
2. the payment of all sums due and owing pursuant to this Agreement; and
3. the maintenance of the Permitted Premises in accordance with this Agreement; and
4. the remediation of the Permitted Premises as required in this Agreement.

B. If a cashier check or bank check, said cashier check or bank check shall be cashed and held in escrow by Oklahoma City throughout the term of this Agreement. Said funds from the cashier check or bank check, less and except any sums retained or expended by Oklahoma City or OCWUT as provided herein, shall be returned without interest, upon the determination by the Utilities Director that all of the above guarantees have been satisfied and the Permitted Premises has been returned by the Permittee to its pre-permit condition. The Utilities Director shall have the right to keep and/or expend the funds to: (1) remedy any failure by the Permittee, (2) remediate any damage or clean-up costs caused by Permittee's or its patrons or participants, or (3) to pay any consideration and all monies due from the Permittee should Permittee fail to pay under this Agreement.

C. If a cashier's check or bank check is tendered then the OCWUT will cash and deposit the funds for the check and hold same through the term of this Agreement less and except any funds necessary to pay or reimburse Oklahoma City or OCWUT for costs, damages and expenses incurred related to this Agreement. Any funds after the payment or reimbursement of such costs, damages and expenses will be returned without interest to Permittee within thirty (30) calendar days of the termination, cancellation or expiration of this Agreement.

**Attachment “S”
Tax Covenants**

Qualified Management Agreement Safe Harbor. The parties understand that all or a portion of the Permitted Premises was financed by the proceeds of tax-exempt debt. If this Agreement is interpreted as a Qualified Management Agreement, this Agreement shall be interpreted in a manner that is in compliance with the safe harbors found in Rev. Proc. 2017-13 (the “Rev. Proc.”). In connection therewith, notwithstanding any other parts of this Agreement that might be interpreted to the contrary, the parties agree as follows (with the meaning of such representations interpreted consistent with the terms of the Rev. Proc.):

- (a) This Agreement shall not be interpreted as a lease.
- (b) Both parties represent and agree that any payments to the Permittee under this Agreement are reasonable compensation for the services to be rendered by the Permittee under this Agreement.
- (c) No element of any Permittee compensation paid hereunder shall take into account, or be contingent upon, either the Permitted Premises net profits or both the Permitted Premises revenues and expenses (other than any reimbursements of direct and actual expenses paid by the Permittee to unrelated third parties) for any fiscal period. Furthermore, the Permittee shall not be required to bear a share of the net losses of Oklahoma City or OCWUT from the operation of the Permitted Premises.
- (d) Any Permittee compensation hereunder shall be payable at least annually, and any deferred compensation (with interest or late payment fees as applicable) shall be paid no later than the end of five years after the original due date of the payment.
- (e) OCWUT, Oklahoma City or other qualified user shall bear the risk of loss upon damage or destruction of the Permitted Premises to the extent required by the Rev. Proc. This provision is expressly NOT intended to relieve the Permittee or any other person or entity from any liability or obligation owed to OCWUT, Oklahoma City or any other person or entity as a result of, or relating to, damage or destruction of the Permitted Premises to the extent not required by the Rev. Proc., but merely intended meet the minimum requirements of the Rev. Proc. and shall not be interpreted more broadly. For example, without limitation, as provided in the Rev. Proc., a qualified user does not fail to meet this risk of loss requirement as a result of insuring against risk of loss through a third party or imposing upon the service provider a penalty for failure to operate the managed property in accordance with the standards set forth in this Agreement. Without

limitation, as described in Section 6.03, the Permittee shall be liable to OCWUT and Oklahoma City, as applicable, for any damage or destruction of the Permitted Premises caused by, or arising out of, the Permittee's acts and/or omissions or breach of this Agreement.

(f) The Permittee shall not take any tax position that is inconsistent with being a service provider to OCWUT or Oklahoma City with respect to the Permitted Premises. For example, the Permittee agrees not to claim any depreciation or amortization deduction, investment tax credit, or deduction for the payment as rent with respect to Permitted Premises.

(g) OCWUT must approve the annual budget for the Permitted Premises, capital expenditures with respect to the Permitted Premises, each disposition of property that is part of the Permitted Premises, rates charged for the use of the Permitted Premises, and the general nature and type of use of the Permitted Premises.

(h) Not more than 20 percent of the voting power of the governing body of OCWUT or Oklahoma City (collectively, together with their successors and assigns, the "Potential Qualified Users") shall be vested in the directors, officers, shareholders, partners, members and employees of the Permittee; the governing body of the Potential Qualified Users shall not include the chief executive officer of the Permittee or the chairperson (or equivalent executive) of the Permittee's governing body; and the chief executive officer of the Permittee shall not be the chief executive officer of any of the Potential Qualified Users or any of their related parties as defined in Treasury Regulation 1.150-1(b).

Termination Clause: Should the OCWUT or Oklahoma City issue or plan to issue tax-exempt debt related to the Permitted Premises or the OCWUT or Oklahoma City improvements thereon and the IRS deems or OCWUT's Bond Counsel or Tax Counsel advise the OCWUT or Oklahoma City that this Agreement adversely affects or will adversely affect the tax-exempt status of the said financing, then the OCWUT or Oklahoma City may terminate this Agreement, without cost or expense to OCWUT or Oklahoma City and without payment, purchase or compensation for Capital Improvements under **Attachment "U"**.

GENERAL INSTRUCTIONS AND REQUIREMENTS FOR PROPOSERS

THESE INSTRUCTIONS, REQUIREMENTS AND ANY SPECIAL INSTRUCTIONS CONTAINED IN THE REQUEST FOR PROPOSAL (RFP) DOCUMENT ARE A PART OF THE TERMS AND CONDITIONS OF THE PROPOSER'S PROPOSAL. ANY EXCEPTIONS TO THESE INSTRUCTIONS, REQUIREMENTS OR THE RFP PACKET, MUST BE SPECIFIED AND SUBMITTED WITH THE PROPOSER'S PROPOSAL. A PROPOSER MAY ALSO SUBMIT EXCEPTIONS BY UPLOADING A SEPARATE DOCUMENT LABELED "EXCEPTIONS" INTO THE BIDSYSNOC SYSTEM. FAILURE TO INDICATE ANY EXCEPTIONS WILL BE REGARDED AS FULL ACCEPTANCE OF THE REQUIREMENTS, INSTRUCTIONS, AND RFP PACKET AND ANY OTHER PROPOSAL DOCUMENTS RELATED TO THIS RFP.

- 1. EXAMINATION BY PROPOSERS:** All Proposers must examine the specifications, drawings, schedules, special instructions and these general instructions and requirements prior to electronically submitting any proposal. Failure to examine is at the Proposer's own risk as the Proposer will be held to the terms, conditions and requirements therein.
- 2. SUBMISSION OF PROPOSALS ELECTRONICALLY TO THE CITY CLERK/SECRETARY:** Proposals timely received electronically through BidSync in the City Clerk's Office shall be forwarded to the Requesting Department for the Selection Committee to open and review. The BidSync system does not allow proposals to be submitted after the deadline. There will be no exceptions to this policy.
- 3. DESCRIPTIVE TERMS:** Unless the term "no substitute" is used, the use of brand name, manufacturer, make, or catalog designation in describing an item does not restrict Proposers to that particular brand name, etc. The term is simply to indicate the type, character, quality and/or performance equivalence of the item desired. However, the proposed substitution item must be of such character, quality and/or performance equivalence as that indicated in the specifications. A proposed substitute item must include complete data as to the manufacturer's name, type, model number, any descriptive bulletins and specifications. This data can be uploaded electronically through the electronic bidding system.
- 4. EXCEPTIONS:** Any exceptions to these instructions, requirements or the RFP packet, must be specified and submitted with the Proposer's Proposal. A Proposer may submit exceptions by uploading a separate document labeled "Exceptions" into the BidSync system. Failure to indicate any exceptions will be regarded as full acceptance of the requirements, instructions and RFP packet and any other proposal documents related to this RFP.
- 5. EXEMPTIONS FROM CERTAIN TAXES:** The purchase of certain goods or services by the Contracting Entity is exempt from the payment of excise, transportation, use, and sales tax imposed by the federal, state and/or city governments. Such taxes must not be included in the bid prices. Any taxes that are not exempt must be included in the proposed price. No additional payment or compensation will be made for taxes.
- 6. PERFORMANCE BONDS:** If required by the RFP document, the successful Proposer must post a performance bond, a certified check, or a cashier's check in the amount required prior to approval of Agreement/Contract.
- 7. PATENTS:** The Proposer agrees to indemnify and save harmless the Contracting Entity, including any of Contracting Entity's employees from all suits and actions of every nature and description brought against the Proposer because of, or for the use of, patented or licensed appliances, products, or processes. The Proposer shall pay all royalties and charges which are legal, and equitable evidence of such payment or satisfaction shall be submitted upon request of the Contracting Entity, as a necessary requirement in connection with the final execution of any Agreement/Contract in which patented or licensed appliances, products, or processes are to be used.
- 8. TERMINATION:**
 - (a) The performance of services and/or the delivery of items under any Agreement/Contract may be terminated by the Contracting Entity, in whole or in part, whenever it is determined to be in the best interest of the Contracting Entity.

- (b) Any such termination will be effected by delivery to the Proposer of a termination notice specifying the extent to which performance or services and/or delivery of work product or system is terminated, and the date the termination becomes effective.
- (c) After receipt of a termination notice, the Proposer shall stop performance of services and/or accept no further orders under the Agreement/Contract.

9. COMPLIANCE WITH APPLICABLE LAWS: All Proposers must comply with all applicable federal, state or local laws and regulations, including Title VI and all provisions of the Civil Rights Act of 1964 42 U.S.C. §§ 2000d, *et seq.*

10. SELF-INSURED: The Contracting Entity is self-insured for its own negligence. The liability of the Contracting Entity for acts of negligence are limited and subject to the Governmental Tort Claims Act, 51 O.S. §§ 151, *et seq.*

11. RIGHT TO AUDIT: The Contracting Entity shall at all times have the right to examine books, papers and records of the successful Proposer relative to all aspects of the Proposer's proposal and the agreements/contracts awarded as a result of this RFP to assess and confirm proposal and Agreement/Contract compliance. Failure to provide the requested information may result in termination of the Agreement/Contract. This right to audit does not apply to Proposer's other contracts or records not affecting the proposal and Agreement/Contract.

12. SAMPLE FORMS: Sample forms are attached to this document. It is not necessary to submit forms with your electronic proposal. The forms will be completed prior to Agreement/Contract approval.

13. PAYMENTS AND DISCOUNTS:

- (a) Payment for goods and services as specified in the Agreement/Contract shall be processed promptly after completion of delivery and acceptance of items and after receipt from Proposer of properly prepared invoice(s) and/or notarized claim voucher(s), if applicable. Purchases may be made by certain City or Trust employees using a purchasing card. Employees of Contracting Entity are required, when possible, to use a purchasing card for purchases under the amount of \$5,000 for a single transaction. For single transactions over \$5,000, the Proposer may request payment be completed by issuance of a purchase order. Processing fees may not be added when a purchasing card is used. The price in the Proposal shall cover any fees a Proposer may incur.
- (b) Discounts for prompt payment will not be considered in proposal evaluations, unless otherwise specified. Discounts offered by the Proposer will be taken, however, if payment is made within the discount period.
- (c) Late charges cannot be assessed against Contracting Entity.

14. CURRENCY: The Proposer agrees that all proposals are to be submitted in U.S. dollars. Proposals submitted in any currency other than U.S. dollars may not be considered. The Proposer also agrees that all invoices shall be submitted in U.S. dollars and agrees to accept payment in U.S. dollars as full satisfaction of the invoiced amount unless otherwise agreed to in a negotiated contract.

Oklahoma Open Records Act and Confidential Information

All materials submitted to the Contracting Entity pursuant to this Bid or Proposal potentially become subject to the mandates of the Oklahoma Open Records Act, 51 O.S. § 24A.1. *et seq.* The purpose of this Act is to ensure and facilitate the public's right of access to and review of government records so they may efficiently and intelligently exercise their inherent political power. Almost all "records," as that term is defined in the Act, may be disclosed to the public upon request. Except where specific state or federal statutes create a specific and express exemption or confidential privilege, persons who submit information to public bodies have no right to keep this information from public access nor have a reasonable expectation that this information will be kept from public access.

If you believe that any of the information you have submitted to the Contracting Entity pursuant to this Bid or Proposal is exempt or confidential under a specific state or federal statute, and therefore not subject to public access under the Oklahoma Open Records Act, you must comply with the following:

1. Place said documents/records in a separate electronic file attachment marked “Confidential”. DO NOT label your entire Bid or Proposal as “Confidential” – label only those portions of the Bid or Proposal that you feel are exempt or are made confidential by state or federal law as “Confidential”.
2. For each such document for which you are claiming an exemption or a confidential privilege, identify the federal and/or state law that creates said privilege, e.g., for trade secrets, see 21 O.S. § 1732 (Larceny of Trade Secrets) and the Uniform Trade Secrets Act, 78 O.S. § 85 et seq.

Should an Open Records request be presented to the Contracting Entity requesting information you have identified as “Confidential,” you will be responsible for defending your position in the District Court, if needed.

If you fail to identify any records submitted as part of your Bid or Proposal as “Confidential”, you are agreeing that said records are not exempt or confidential and are subject to public access.

Upon receipt of a request by a third party to review or copy records properly identified as “Confidential,” you will be notified of the request and thereby given an opportunity to immediately enforce and protect your rights by initiating an action in a court of competent jurisdiction. Should you fail to timely bring an action to enforce your rights, then the requested records will be released by the Contracting Entity based upon its determination of the application of the Oklahoma Open Records Act.

This form is a sample only and should not be submitted with proposal. Forms will be completed prior to agreement approval.

NON-DISCRIMINATION STATEMENT

The Proposer agrees, in connection with the performance of work under this Agreement/Contract:

a. That the Proposer will not discriminate against any employee or applicant for employment, because of race, creed, color, sex, age, national origin, ancestry or disability. The Proposer shall take affirmative action to insure that employees are treated without regard to their race, creed, color, age, national origin, sex, ancestry or disability. Such actions shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Proposer agrees to post, in a conspicuous place available to employees and applicants for employment, notices to be provided by the City Clerk/Secretary of the Contracting Entity setting forth the provisions of this section, and;

b. That the Proposer agrees to include this non-discrimination clause in any subcontracts connected with the performance of this Agreement/Contract.

c. In the event of the Proposer's non-compliance with the above non-discrimination clause, this Agreement/Contract may be canceled or terminated by the Contracting Entity. The Proposer may be declared by the Contracting Entity ineligible for further Agreement[s]/Contract[s] with the Contracting Entity until satisfactory proof of intent to comply is made by the Proposer.

**THIS FORM MUST BE COMPLETED BY THE PROPOSER PRIOR TO
AGREEMENT/CONTRACT AWARD**

~~Sign Here~~ X

Signature of Individual

Title

Printed Name of Individual

Company Name and Address

Zip Code

Telephone Number and Fax Number if any

This form is a sample only and should not be submitted with proposal. Forms will be completed prior to agreement approval.

NON-COLLUSION AFFIDAVIT

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

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

Witness the hands of the parties hereto:

The undersigned states that the Proposer/Bidder will be bound by its proposal/bid, the specification, the terms and conditions of the Agreement, and the Requirements for Proposer/Bidders.

→ THIS FORM TO BE COMPLETED BY THE PROPOSER/BIDDER PRIOR TO AGREEMENT APPROVAL ←

Type Name of Authorized Agent/Representative _____ Title _____

Signature _____

Company Name _____

Address _____ Zip Code _____

Telephone Number and Fax Number, if any _____

TO BE COMPLETED BY THE NOTARY:

State of * _____)
County of * _____) SS.
[*State and County where notarized must be written in for bid/proposal to be considered.]

Signed and sworn to before me on this _____ day of _____ by _____
[Day] [Month] [Year] [Print the name of the agent/representative who signed above.]

My Commission Number: _____
[Oklahoma]

Type Name of Notary Public _____

My Commission Expires: _____
[Date/Year]

Signature of Notary Public _____
[49 Okla. Stat. 2011 §119]

September 2020

This form is a sample only and should not be submitted with proposal. Forms will be completed prior to agreement approval.

Updated 2019



**The City of
OKLAHOMA CITY**

(Internal use only)
PeopleSoft Vendor ID: _____ Entered by: _____
Helpdesk Ticket #: _____ Date: _____

VENDOR REGISTRATION FORM

Please print legibly or type this information. Form must be completed and signed by authorized individual.

If you are a single member LLC classified as a Disregarded Entity on your W-9, you MUST provide the owner's SSN or EIN, not the LLC's EIN (see IRS pub 3402).

☐ **NEW DOMESTIC VENDOR** - Attach the most current IRS W-9 form, along with this form; both **MUST** be filled out in their entirety.

☐ **NEW FOREIGN ENTITY** - Attach the most current, appropriate, IRS W-8 form, along with this form; both **MUST** be filled out in their entirety.

Please provide the City Department or Employee you are working with:

City Department

City Employee

☐ **UPDATE EXISTING VENDOR** - Attach the most current IRS W-9/W-8 form, along with this form; both **MUST** be filled out in their entirety.

Select all types of applicable update(s):

☐ Address ☐ Name ☐ Tax ID ☐ Contact Information ☐ ACH/EFT ☐ Other: _____

How did you hear about us? _____

SDBE Program: Please select all applicable vendor characteristics:

☐ Disadvantaged Business Enterprise
☐ Small Business - as defined by the U.S. Small Business Administration
☐ Women-Owned Business - % women owned / controlled _____ %
☐ Minority-Owned Business - % Minority owned / controlled _____ %
Ethnicity(ies): _____

☐ DUNS Number - _____

If you checked any of the above boxes, please provide a brief description of your business: _____

If you checked any of the above boxes, do you wish to receive notifications of upcoming contract opportunities? ☐

Do you wish to receive payments by electronic funds transfer? ☐

Check here if same as PO address ☐

PURCHASE ORDER ADDRESS

BUSINESS NAME _____

ADDRESS 1 _____

ADDRESS 2 _____

CITY _____ STATE _____ ZIP CODE _____

CONTACT PERSON _____

EMAIL ADDRESS _____

TELEPHONE NUMBER _____

PAYMENT REMITTANCE ADDRESS

BUSINESS NAME _____

ADDRESS 1 _____

ADDRESS 2 _____

CITY _____ STATE _____ ZIP CODE _____

CONTACT PERSON _____

EMAIL ADDRESS _____

TELEPHONE NUMBER _____

Any vendor who accepts payment confirms the following: the invoice is true and correct; the work, service or materials as shown by the invoice or claim have been completed or supplied in accordance with the plans, specifications, orders or requests furnished the vendor; and the vendor has made no payment, directly or indirectly, to any elected official, officer or employee of this City, of money or any other thing of value to obtain payment See [62 O.S. § 310.9](#).

I certify that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer is now debarred or otherwise declared ineligible by a public agency for bidding or furnishing materials, supplies or services, to any other public agency thereof. NOTE: Article IV, Section 11 of the City Charter prohibits employees of the City from having a proprietary interest in City Contracts See [11 O.S. § 8-11](#).

Return to Procurement Services:
vendorregistration@okc.gov
100 N. Walker, Suite #200
Oklahoma City, OK 73102
(405) 297-2741 Fax (405) 297-2142

Signature of Person Authorized to Sign

Date Signed

Print Name

Title

2/19/2024 10:15 AM

p. 103

Question and Answers for Bid #RFP OCWUT 18-24 - RFP OCWUT 18-24 Request for Boathouse and Marina Management Agreement

Overall Bid Questions

There are no questions associated with this bid.