

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the Oklahoma City Public Property Authority, a public trust (“Authority”), and Downtown Oklahoma City Partnership, an Oklahoma not-for-profit corporation (“Contractor”).

WITNESSETH:

WHEREAS, the Oklahoma City Public Property Authority is a public trust, organized and existing under the laws of the State of Oklahoma, whose beneficiary is The City of Oklahoma City; and

WHEREAS, Downtown Oklahoma City, Inc., a.k.a. Downtown Oklahoma City Partnership, is a private non-profit corporation formed for the purposes of promoting and improving downtown Oklahoma City; and

WHEREAS, it is in the best interest of The City of Oklahoma City for the Authority to contract with Contractor for certain services to be performed for downtown Oklahoma City for the twelve-month period beginning October 1, 2022 and ending September 30, 2023; and

WHEREAS, Authority and Contractor have negotiated a price for said services that is appropriate and equitable to both parties.

NOW, THEREFORE, for and in consideration of the terms, covenants, and conditions hereinafter set forth, the parties hereto agree as follows:

I. DEFINITIONS

- 1.1 City.** The City is The City of Oklahoma City.
- 1.2 State.** The State is the State of Oklahoma.
- 1.3 General Manager.** The General Manager is the General Manager of the Oklahoma City Public Property Authority.
- 1.4 Agreement.** The Agreement consists of this Agreement and the Exhibits thereto.
- 1.5 Subcontractor.** A Subcontractor is a person or entity that has a direct agreement with Contractor to perform some or a portion of Services described in the Agreement. The term Subcontractor is referred to throughout the Agreement as if singular in number and masculine in gender and means the Subcontractor and his authorized representative(s).
- 1.6 Services.** The Services consist of those Services specified in the attached Exhibit “A.” The Services shall include all labor, general, administrative costs and any other costs incurred to provide the required services, delivery charges, and all Federal, State and

local taxes that may be incurred by Contractor necessary to produce such management, promotional, maintenance, monitoring, operation, cleaning and services, and all materials and equipment incorporated in such management, maintenance, monitoring, operation, cleaning and services, in accordance with the scope.

II. TERM

- 2.1** The term of this Agreement shall be from the 1st day of October, 2022, to and including the 30th day of September, 2023.

III. COMPENSATION

- 3.1** Any fee, whether estimated or firm, shall not be exceeded without prior written authorization from Authority. Payment will be rendered as defined in the specifications in Exhibit "A."

IV. GENERAL PROVISIONS

- 4.1 Assigning or Subletting the Agreement.** The Contractor shall not assign or sublet this Agreement or any portion of the Agreement without approval of the Authority. Any and all Subcontractors retained to accomplish this Agreement shall be disclosed to the City and the Authority. The Subletting of Services by the Contractor shall not make the Authority or the City a party of such subcontract or subject the Authority or the City to liability of any kind to any Subcontractor. No subcontract shall under any circumstances relieve the Contractor or its surety of its liability and obligations under this Agreement; all transactions will be made through the Contractor. Subcontractors will be recognized and dealt with only as workers and representatives of the Contractor.
- 4.2 Breach of Agreement.** All terms, conditions, and specifications of this Agreement shall be considered material, and failure to perform any part of this Agreement or the failure to perform any of the Services in accordance with the Agreement shall be considered a breach of this Agreement. Should the Contractor fail to remedy any breach within 30 days after written notification by the Authority to the Contractor of such breach, the Authority may, at its option and in addition to any other remedies available to it under law, terminate this Agreement.
- 4.3 Agreement Administration.** The Authority hereby designates its General Manager, or his designee, to administer this Agreement on behalf of the Authority. The Contractor hereby designates its president, or his or her designee, to be responsible for performing the administrative, supervisory, management and performance monitoring tasks for the Contractor under this Agreement and shall be responsible for the oversight and supervision of Subcontractors.
- 4.4 Interpretation of Agreement.** If there is doubt as to the true meaning of any part of this Agreement or the exhibits(s) attached hereto, a request for interpretation from the Contractor may be made by the Contractor's Authorized Representative to the

Authority's Authorized Representative. Any interpretation will be made only by an addendum to this Agreement duly executed by the Authority and the Contractor.

- 4.5 Contractor's Representation.** The Contractor represents that it is generally familiar with all applicable streets, alleys, sidewalks and other public areas within the downtown area of the City; the Agreement, and all other relevant documents; and that the Contractor is informed concerning the requirements of the Agreement, and the general physical conditions to be encountered in the work, and the character, quality, and the quantity of the Services to be performed.
- 4.6 Right of Ownership.** Any and all studies, plans, drawings, work papers, documents, maps, surveys, engineering drawings, guarantees, warranties, street furniture, City signs, street fixtures, or the like made or received by Contractor in connection with the performance of the Services shall be the property of the City and shall be delivered free and clear of all liens, claims, security interests or encumbrances to Authority on demand. This Section shall survive the termination of the Agreement. All public facilities and equipment owned by the City shall remain property of the City, and such property cannot be disposed of or altered by the Contractor without the express written consent of the City, provided this shall not prevent the routine maintenance and replacement of landscaping and mechanical fixtures, which functions are specifically authorized by this Agreement.
- 4.7 Non-discrimination.** In connection with the performance of this Agreement, the Contractor agrees to ensure that employees or applicants for employment are treated without regard to race, creed, color, national origin, sex, age, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). This action shall include but not limited to employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off or termination, rates of pay or other terms of compensation and selection for training, including apprenticeship. The Contractor further agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the City Clerk setting forth provisions of this paragraph. In the event of the Contractor's non-compliance with this non-discrimination clause, this Agreement may be canceled or terminated by the Authority and the Contractor declared by the Authority ineligible for further Agreements until satisfactory proof of intent to comply shall be made by the Contractor. Contractor further agrees to include this non-discrimination clause in any subcontracts connected with the performance of this Agreement.
- 4.8 Observation of Laws.** Contractor shall perform all Services in accordance with the Agreement. Contractor shall perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of its profession currently practicing or by its industry, as the case may be. Contractor agrees to comply with all Laws applicable to any aspect of the Services. Contractor shall remedy any defect in the Services promptly upon discovery. Contractor at all times shall observe and comply with all Federal and State laws, local laws, ordinances, and regulations of the Federal, State, or City governments. The execution of this Agreement shall be considered as a

representation that the Contractor is familiar with all Federal, State, and local laws, or ordinances and regulations which affect those engaged or employed in the work, or equipment used in the performance thereof, or which in any way affects the conduct of the Services, and no pleas of misunderstanding will be considered on account of ignorance thereof.

4.9 Permits. Before proceeding with the Services hereunder, the Contractor shall obtain and pay for any necessary permits, licenses and fees, whether Federal, State, or local.

4.10 Taxes. The Contractor shall pay all Federal, State and local taxes that may be chargeable against the performance of this Agreement.

4.11 Insurance. The Contractor shall secure and maintain throughout the duration of this Agreement policies of insurance and furnish to the Authority certificates of insurance of such types and not less than the amounts as hereinafter listed. Insurance certificate renewals should be sent to the contract manager as described in the Notices section of this document.

4.11.1 General Liability. The insurance required under this Agreement shall be written in the comprehensive form and shall list the Authority, the City and the Contractor as insureds with respect to the Services performed by the Contractor under the terms of this Agreement with the limits required under the Oklahoma Governmental Tort Claims Act as it may be amended from time to time and which are currently twenty-five thousand dollars (\$25,000) property damage per claimant and one hundred seventy-five thousand dollars (\$175,000) bodily injury per claimant for damages or injuries arising out of a single accident or occurrence and a minimum per occurrence aggregate limit of one million dollars (\$1,000,000) for any number of claims arising out of a single accident or occurrence.

4.11.2 Workers' Compensation (as required by law).

4.11.3 Policies. Any deductibles or self-insurance retention in excess of \$5,000 associated with the required insurance must be declared to and approved by the City. Applicable policies shall be endorsed with waiver(s) of subrogation in favor of the Authority and the City. The Authority shall be entitled, upon its request, and without incurring expenses, to review the Contractor's insurance policies including endorsements thereto and, at the Authority's discretion, the Contractor may be required to provide proof of insurance premium payments. The Commercial General Liability insurance policy required of the Contractor shall have no exclusions by endorsement unless approved by the City.

4.11.4 Coverage. Regardless of these requirements and of such approval by the Authority, it will be the responsibility of the Contractor to maintain adequate insurance coverage at all times, and its failure to do so will not relieve Contractor of any contractual obligations or responsibilities. Failure of Contractor to maintain these policies in full

force and effect for the duration of this Agreement will be considered by the Authority as a breach of this Agreement and will be treated as such by the Authority.

- 4.12 Contractor Liability.** The Contractor shall assume full liability for any damages to any public property or private property which is due to the negligence of the Contractor, its Subcontractors, agents, permittees or assigns in the performance of this Agreement.
- 4.13 Personal Liability of Public Officials.** No officer or employee of the Authority or the City, nor any other agent of the City, shall be personally responsible for any liability arising under or growing out of the Services, or operations of the Contractor, under the terms of this Agreement.
- 4.14 Contractor to Indemnify City.** The Contractor shall expressly indemnify and save harmless the Authority and the City and all their officers, representatives, agents and employees from any and all suits or actions of every kind and description when such suits or actions arise from acts, omissions, or the negligence of the Contractor, its servants, or agents, including its Subcontractors under the terms of this Agreement. The Contractor shall indemnify and save harmless the Authority and the City and all their officers, representatives, agents, and employees for or on account of any injury or damages, received or sustained by Contractor, its employees, servants or agents, including its Subcontractors or on account of any claim or amount recovered under the Workers' Compensation Law.
- 4.15 Equipment.** The Contractor shall at all times maintain its equipment in a clean, serviceable condition. All vehicular equipment shall be properly licensed and inspected and clearly marked with the owner's name. The continued use of unserviceable and improper equipment shall be considered a breach of this Agreement.
- 4.16 Reporting.** The Contractor shall prepare and submit reports to the Authority for each scope requirement as defined in the Exhibit "A" attached hereto and made a part hereof.
- 4.17 Performance Audit.** The Authority and/or the City shall have the right to conduct a performance audit and evaluation of the Contractor at such time(s) as the Authority and/or the City deem necessary. Contractor agrees to fully cooperate with any such audit. Contractor agrees to give the Authority, the City and any consultants access to all reports, data, schedules, etc., which may be required to conduct said audit.
- 4.18 Certificate of Insurance.** Contractor shall submit and deliver to the Authority with this Agreement all bonds and certificates of insurance that are required by this Agreement or by law. If the Municipal Counselor of the City shall find that said bonds or certificates of insurance fail to comply with the requirements of this Agreement, Contractor shall obtain additional endorsement or changes in coverage and any other instruments necessary to comply therewith.
- 4.19 Notices.** Whenever notice is required or otherwise given pursuant to this Agreement, it shall be given in writing and either hand-delivered, faxed, or sent by registered or

certified U.S. mail, postage prepaid, return receipt requested. Any such notice or other written communication shall be deemed received by the party to whom it is sent (a) on the date it is received, if hand-delivered or faxed, and (b) in the case of registered or certified mail, the earlier of the date receipt is acknowledged on the return receipt or five (5) business days after the date of deposit with the United States Post Office.

For purposes of notices or other written communications, the following addresses shall be used, and may be changed from time to time upon written notice:

If to the Authority:

Oklahoma City Public Property Authority
Attn: Craig Freeman, General Manager
200 N. Walker
Oklahoma City, OK 73102
Phone (405) 297-2345
Email: craig.freeman@okc.gov

Insurance certificate renewals should be sent to:

Finance Department
Attn: Joanna McSpadden
100 N. Walker, 4th Floor
Oklahoma City, OK 73102
Phone (405) 297-3879
Email: Joanna.mcspadden@okc.gov

If to Contractor:

Downtown Oklahoma City Partnership
Attn: Jane Jenkins
211 N. Robinson Ave, Suite 225
Oklahoma City, OK 73102
Phone (405) 235-3500
Email: jane@downtownokc.com

- 4.20 Independent Contractor.** It is expressly understood and agreed that the Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the Authority or the City; that Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officer, agents, employees, and Subcontractors; that the doctrine of respondeat superior shall not apply as between the Authority and the Contractor, its officers, agents, employees, and Subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between the Authority and/or the City and the Contractor. No person performing any of the work

and Services described hereunder shall be considered an officer, agent, servant or employee of the Authority or the City.

- 4.21 Miscellaneous.** This Agreement shall be construed and interpreted in accordance with the laws of the State. No change or variation from the terms and conditions of this Agreement may be made except by written instrument duly executed by both parties. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. The Parties agrees that the Agreement shall not be recorded.

The terms of this Agreement shall supersede any previously dated Agreements between the Parties.

- 4.21 Time of the Essence.** Time is of the essence of this Agreement.

- 4.22 Date.** The date of this Agreement shall be the date it is executed by the Authority.

{SIGNATURE PAGE for OCPPA}

APPROVED by the Trustees of the Oklahoma City Public Property Authority and
SIGNED by the CHAIRMAN this 27th day of September, 2022.

**OKLAHOMA CITY PUBLIC
PROPERTY AUTHORITY**

ATTEST:

Amy K Simpson
SECRETARY



David Holt
CHAIRMAN

REVIEWED for form and legality.

[Signature]
ASSISTANT MUNICIPAL COUNSELOR

{Signature Page for Downtown Oklahoma City Partnership}

DOWNTOWN OKLAHOMA CITY PARTNERSHIP



Jane Jenkins, President/CEO

ACKNOWLEDGEMENTS

STATE OF OKLAHOMA,)
) ss.
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public in and for said County and State, on the 15 day of September, 2022, personally appeared Jane Jenkins, the President/CEO of Downtown Oklahoma City, Inc., a.k.a. Downtown Oklahoma City Partnership, to me known to be the identical person who executed the foregoing instrument and acknowledged to me that he or she executed the same as his or her free and voluntary act and deed, and as the free and voluntary act and deed of said corporation or entity for the uses and purposes therein set forth.

Given under my hand and seal the day and year above written.

Notary Public # _____

My Commission Expires: _____

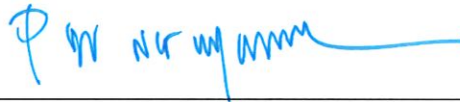


Exhibit A
SCOPE OF SERVICES (FY 22-23)

I. Coordination and facilitation for events held in and around downtown Oklahoma City

The Authority recognizes the value of events held as essential to the social, cultural and economic revitalization of the City and that event organizers are required to work with many City departments to resolve numerous issues in order to plan and conduct successful events which comply with all City codes and ordinances and do not interfere with essential City services nor inconvenience downtown businesses. The Authority also recognizes the numerous hours presently expended by event organizers and City employees to coordinate and facilitate downtown events. Contractor will perform the following services:

- A.** Act as a liaison to the City for the coordination and facilitation of events and celebrations (held in the public or city right of way) requiring permits, approvals or assistance from the City or any of its departments and/or agencies.
- B.** Provide information and explain to prospective event organizers specific requirements the City has for permits, fees, insurance, traffic management, security, etc. in order to allow them to conduct their event.
- C.** Assist City employees in the review process for events and celebrations, including making recommendations to the City Manager's Office and the City Council regarding such events. In execution of these services, The Contractor will attempt to encourage event organizers to make the most efficient utilization of City facilities and services.
- D.** In regard to the services above, the Contractor and Authority agree to the following:

REPORTS TO THE AUTHORITY	On or before thirty days following end of a quarter, provide a quarterly report of services performed that includes city services meetings and permits assisted.
COMPENSATION	Authority will pay <u>\$3,000</u> quarterly for the services provided herein, upon receipt of an invoice from Contractor. Contractor shall deliver said invoice to the Authority/City on or about the tenth day of the month at the beginning of each quarter. In no event shall the aggregate compensation to be paid to the Contractor for services rendered hereunder be in excess of twelve thousand dollars <u>\$12,000</u> for the one year contract.

II. Landscaping Services

A. Provide landscaping services for public facilities and improvements in downtown as requested by the Authority. The areas currently being requested are listed below and described on attached Exhibit A-1:

1. Cox Communications Center
2. Paycom Arena
3. NW 5th Street between North Walker Avenue and North Hudson Avenue
4. Santa Fe Transit Hub
5. Intersection of NW 6th Street, Harrison Avenue and Walnut Avenue
6. Medians (5 total) on Main Street and Broadway Avenue

REPORTS TO THE AUTHORITY	All activity performed each month during the twelve-month period shall be detailed on the invoices submitted to Authority for payment to Contractor.
COMPENSATION	<p>The Authority agrees to compensate the Contractor as follows during the twelve-month period:</p> <p><u>\$120,000</u> for Landscaping Services. Payment shall be made in twelve equal installments of <u>\$10,000</u>, upon receipt of an invoice from the Contractor. Contractor shall deliver said invoice to Authority on or about the first day of each month following the month of service performed. Invoice shall list the service performed and the cost associated with the service performed. Amount is based on actual contract amount plus 15% for administration of the contract.</p>

B. Additional Services

The Authority shall reimburse the Contractor up to \$55,000 to perform additional services that include but are not limited to the following:

1. Special Event Trash Pick up
2. Irrigation System Service
3. Installation of hard and soft landscaping materials
4. Downtown Tree Pruning Plan and Pruning Services
5. Streetcar Tree Trimming

REPORTS TO THE AUTHORITY	All activity performed each month during the twelve-month period shall be detailed on the invoices submitted to Authority for payment to Contractor.
COMPENSATION	<p><u>Maintenance, Installation, Additional Project 180 Services, Additional Services and Other Services.</u> Services requested by Authority shall be charged at the following rates:</p> <p>\$40/hour for Special Event Trash Pickup - \$40/hour</p> <p>Actual cost to DOKC plus 15% for Irrigation System</p> <p>Actual cost to DOKC plus 15% for Installation and maintenance of hard and soft landscaping materials</p> <p>Actual cost to DOKC plus 15% for Tree Pruning plan and pruning services (not to exceed \$15,000)</p> <p>Actual cost to DOKC plus 15% for Streetcar Tree Trimming (not to exceed \$10,000)</p> <p>Additional Services to be performed, at a total cost of less than <u>\$2,500</u> per occurrence, shall not require prior authorization from the Authority.</p> <p>Contractor shall deliver invoice for Additional Services performed to Authority on or about the first day of each month following the month of service performed. Upon receipt of invoice from Contractor and supporting documentation, invoice shall be routed for payment.</p> <p>For combined Additional Services as described above, the Authority agrees to reimburse the Contractor up to <u>\$55,000</u> over the period October 1, 2022 through September 30, 2023 on an as needed basis. Amount is based on actual contract amount plus 15% for administration of the contract.</p>

III. Special Events

The General Manager is authorized and may request the Contractor to perform additional services to enhance the City's image during special events including sporting events, the Oklahoma City Tree Lighting Festival, and key conventions that promote a positive image of Oklahoma City. Such services shall include additional beautification services, including but not limited to the placement and installation of downtown promotional banners and lighting of key downtown landmarks, along with enhanced marketing and other services related to promoting the event related opportunities in downtown Oklahoma City.

COMPENSATION	The compensation available for the additional services related to special events shall not exceed \$25,000 , which amount includes 15% for administrative fee and shall require prior authorization from the Authority. Compensation available for the Oklahoma City Tree Lighting festival shall not exceed \$15,000 of the \$25,000 budget. Contractor shall deliver invoice for Special Events services performed to Authority on or about the first day of each month following the month of service performed. Upon receipt of invoice from Contractor and supporting documentation, invoice shall be routed for payment.
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IV. Santa Fe Transit Hub

Provide security, landscaping and trash removal services for the Santa Fe Transit Hub, located at 100 South E.K. Gaylord Boulevard as follows:

- A. Coordinate and provide Security Services a minimum of two (2) hours nightly, during times of passenger rail service.
- B. Said Security Services shall be provided to public access areas of the railway station within areas of limited federal participation at times of passenger rail service as shown on the attached Exhibit A-2.
- C. Said Security Services shall include, but not be limited to, railway station opening and closing, general patrol, and the noting and reporting to the Contractor building maintenance issues, such as light fixture, electrical and plumbing needs.
- D. Provide landscaping services for public facilities and improvements in downtown as requested by the Authority
- E. Trash removal of three containers at least once weekly and as needed
- F. In regard to the services above, the Contractor and Authority agree to the following:

REPORTS TO THE AUTHORITY	All activity performed each month shall be detailed on the invoices submitted to the Authority for payment to the Contractor.
COMPENSATION	<p>The Authority agrees to compensate the Contractor up to <u>\$3,393</u> monthly, upon the receipt of an invoice from the Contractor, for the services detailed in Sections IV. A., B., C., D., and E. above. The total contract sum shall not exceed an amount of <u>\$40,710</u>. In addition, payment at the rate of \$18.00 per hour will be paid for security services provided in excess of the minimum daily hours detailed in Section IV.A. above. Amount is based on actual contract amount plus 15% for administration of the contract.</p> <p>Contractor shall deliver invoice for Additional Services performed to Authority on or about the first day of each month following the month of service performed. Upon receipt of invoice from Contractor and supporting documentation, invoice shall be routed for payment.</p>

V. Additional Services

The Authority recognizes the desire amongst property owners for Downtown Oklahoma City Partnership to take an increased role in the identification, cataloging, and marketing of key development opportunities in downtown Oklahoma City as follows:

A. Community Outreach and Business Support:

1. Serve as the point of contact and liaison between building owners and real estate representatives about redevelopment opportunities and renovation plans;
2. Develop and maintain positive working relations with downtown businesses (including retail, service, office/professional) and property owners, city officials and development community;
3. Serve as an information resource and provide referrals to building owners, property management firms and developers;
4. In cooperation with the Greater Oklahoma City Chamber of Commerce and the City of Oklahoma City, work with prospective downtown businesses from initial contact to store opening;
5. Work with existing businesses who need assistance with issues such as leasing, marketing, merchandising, window display, etc.;
6. Work with the City of Oklahoma City and the Greater Oklahoma City Chamber of Commerce in implementing proposed commercial development projects;
7. Represent the individual and collective interests of the branded downtown districts (Automobile Alley, Bricktown, City Center, Deep Deuce, Midtown, West Village

B. Research Data Collection and Analysis:

1. Generate and maintain the following databases, including (where appropriate) mailing lists and owner/tenant contact information:
2. Parking facilities including capacity, ownership, hours of operation, on street inventory and available public parking.
3. Existing and potential residential properties including ownership and cost or rent per square foot and occupancy rates (if available)
4. Establish, communicate and maintain a benchmarking system of organizational performance, accomplishments and key economic indicators such as jobs added, vacant space occupied, property valuation changes, residential units created, BID maintenance and management services provided, etc.;

5. Collect and compile statistical data such as census information, construction permits, existing businesses, new businesses, closed businesses, property values, employees, maintenance statistics and website usage;
6. Evaluate and compare types of businesses that tend to be successful in downtowns and identify missing components to Oklahoma City's downtown;

C. Marketing:

1. Maintain social media account with relevant downtown development news and updates;
2. Implement or continue existing retail promotions as BID funds allow.
3. Prepare annual Downtown Growth Report detailing office, residential and retail vacancy, lease rates, hotel occupancy, convention center attendance and visitors per tourist attraction.;
4. Maintain Community Development Marketing materials on the DOKC website.

D. In regard to the services above, the Contractor and Authority agree to the following:

REPORTS TO THE AUTHORITY	All activity performed each month shall be detailed on the invoices submitted to the Authority for payment to the Contractor.
COMPENSATION	<p>All additional Services to be performed shall require prior authorization from the Authority.</p> <p>The reimbursement available for work and services performed under the Additional Services shall not exceed \$50,000. Contractor shall deliver invoice for reimbursement to Authority on or about the first day of each month following the month expenses were incurred. Upon receipt of invoice from Contractor and supporting documentation, invoice shall be routed for payment.</p>

VI. Downtown Operations Program

Downtown Oklahoma City Partnership employs a position to support the overall cleanliness of downtown and provide management and support services regarding all landscaping. For the period October 1, 2022 through September 30, 2023, approximately 90% of the cost associated with this program shall be the sole responsibility of the Downtown Business Improvement District (BID). Essential duties of the Program shall include but not be limited to:

- A. Ensuring the overall cleanliness of the downtown environment.
- B. Assisting the City of Oklahoma City in oversight of the recently installed Project 180 streetscape improvements and managing their eventual turnover of these projects to Downtown Oklahoma City Partnership.
- C. Participate in recurring coordination meetings with City staff, their contractors, and other strategic partners regarding the ongoing implementation of Project 180.
- D. Working with DOKC's landscaping contractor on several other City funded streetscape projects throughout the downtown area.
- E. Reporting code enforcement issues, such as graffiti, high weeds and grass, and broken windows to the City of Oklahoma City's Action Center and verifying remediation of the problems.
- F. Staying knowledgeable about upcoming major events downtown and their impacts on existing BID services.
- G. Actively acknowledge pedestrians and serve as an ambassador for directions and general information regarding downtown.
- H. Ensuring service expectations are being met through regular contact with City personnel and other strategic partners.
- I. Creation of annual budgets for landscaping and irrigation needs.
- J. Assist with overseeing of Operation Assistant's duties and projects.
- K. Manage any needed audits of downtown features, such as wayfinding signs, street furniture, light poles, etc., and summarizing the findings in an effective written format.

COMPENSATION	Not to exceed \$6,000 . Payment shall be made in twelve installments upon receipt of an invoice from the Contractor. Contractor shall deliver said invoice to Authority on or about the first day of each month following the month of service performed.
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VII. Project 180 Establishment Period Transition Program

As of February 2015, Downtown Oklahoma City Partnership accepted maintenance authority of the landscaping and irrigation systems for all Project 180 construction packages. In keeping with the original agreement, the City will reimburse any of Downtown Oklahoma City Partnership's costs associated with those packages still within their 3 year establishment period. As of the commencement of this contract on October 1, 2022, Packages #1, #2, #3, #4, #5, #6A, #6B, #7A, and #7B have reached their 3 year establishment period.

REPORTS TO THE AUTHORITY	The contractor is expected to report on services performed under this contract quarterly.
COMPENSATION	Payments made by the Authority under this section of scope are for reimbursement of expenses made under the terms and conditions of this agreement. The Authority agrees, upon submission of proper documentation, to reimburse Contractor in an annual amount not to exceed <u>\$7,590</u> for the work and services to be performed under the Project 180 Establishment Period Transition Program. \$6,600 of this total is allotted for reimbursements related to anticipated expenses for P180 Streetscape Package8 in the Service Year October 1, 2022 through September 30, 2023. Amount is based on actual contract amount plus 15% for administration of the contract.

SERVICE FREQUENCY SCHEDULE

Cox Communication Center

One Myriad Gardens · OKC, OK

October 1, 2022 to September 30, 2023

SERVICE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOT
Turf/Beds/Parking Lot													
Weekly Service (Apr to Oct) Includes Mow/Edge/Trim Warm Season, Minor Pruning				3	5	4	4	4	5	3			28
Weekly Service (Year Round) Weed beds and concrete joints	5	4	5	4	4	4	5	4	4	5	4	4	52
Mow Cool Season Turf	1	2	3	2						1	3	2	14
Litter and Leaf removal													
Twice Per Week Litter/trash pick up	10	8	8	10	8	8	8	10	8	8	8	10	104
Leaf removal	2									1	1	2	6
Prune													
Prune Shrubs and Groundcover			1		1		1		1	1			5
Fertilize													
Fertilize Warm Season Turf				1			1		1				3
Fertilize Cool Season Turf		1									1		2
Fertilize Trees, Shrubs, & Groundcover			1							1			2
Integrated Pest Management													
Turf Pre-emergent		1		1					1				3
Turf Post-emergent				1	1	1	1	1		1			6
Integrated Pest Mngmt. Trees	A	S		N	E	E	D	E	D				3
Integrated Pest Mngmt. Shrubs	A	S		N	E	E	D	E	D				4
Mulch													
Mulch beds - (Quantity as Needed)		1			1			1			1		4
Irrigation													
Irrigation System Check			1	1	1	1	1		1				6
Operation of Controller	A	S		N	E	E	D	E	D				A/N
Other													
Cultivate Tree Rings				1		1		1		1			4
Overseed Cool/Warm Season Turf										1			1
Aeration Overseeded Areas										1			1
Property Inspection	1	1	1	1	1	1	1	1	1	1	1	1	12

Monthly Fee \$2,019.00**Yearly Fee \$24,228.00**

Due to fluctuations in weather, services could be performed earlier or later (up to a three week span) than month shown.

Notes:**MULCH**

Cost for mulch is a substantial portion of this bid. Mulch is an essential component of a quality maintenance program. Mulch decreases the need for weeding and watering and contributes to the overall health of the plantings.

PARKING

It is assumed that parking will be made available for our vehicles at no charge. This bid does not include parking fees that may be incurred if parking is not made available.

SERVICE FREQUENCY SCHEDULE

Paycom Center

100 West Reno Avenue · OKC, OK

October 1, 2022 to September 30, 2023

SERVICE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOT
Turf/Beds/Parking Lot													
Weekly Service (Apr to Oct) Includes Mow/Edge/Trim Warm Season, Minor Pruning				3	5	4	4	4	5	3			28
Weekly Service (Year Round) Weed beds, concrete joints	5	4	5	4	4	4	5	4	4	5	4	4	52
Mow Cool Season Turf	1	2	3	2						1	3	2	14
Litter and Leaf removal													
Twice Per Week Litter/trash pick up	10	8	8	10	8	8	8	10	8	8	8	10	104
Leaf removal	2									1	1	2	6
Prune													
Spring Cut Back			1										1
Prune Shrubs and Groundcover			1		1		1		1	1			5
Perennial Color Maintenance	A	S		N	E	E	D	E	D				A/N
Fertilize													
Fertilize Warm Season Turf				1			1		1				3
Fertilize Cool Season Turf		1									1		2
Fertilize Trees, Shrubs, & Groundcover			1							1			2
Integrated Pest Management													
Turf Pre-emergent		1		1					1				3
Turf Post-emergent				1	1	1	1	1		1			6
Integrated Pest Mngmt. Trees	A	S		N	E	E	D	E	D				5
Integrated Pest Mngmt. Shrubs	A	S		N	E	E	D	E	D				4
Mulch													
Mulch beds - (Quantity as Needed)		1			1			1			1		4
Irrigation													
Irrigation System Check			1	1	1	1	1		1				6
Operation of Controller	A	S		N	E	E	D	E	D				A/N
Other													
Overseed Cool Season Turf										1			1
Aeration Cool Season Turf										1			1
Seasonal Color Maintenance	A	S		N	E	E	D	E	D				A/N
Water Pots	A	S		N	E	E	D	E	D				A/N
Property Inspection	1	1	1	1	1	1	1	1	1	1	1	1	12

Monthly Fee \$1,877.00**Yearly Fee \$22,524.00**

Due to fluctuations in weather, services could be performed earlier or later (3 week span) than month shown.

Optional Services:

Spring Color and Mulch for Color \$900.00

MULCH

Cost for mulch is a substantial portion of this bid. Mulch is an essential component of a quality maintenance program. Mulch decreases the need for weeding and watering and contributes to the overall health of the plantings.

PARKING

It is assumed that parking will be made available for our vehicles at no charge. This bid does not include parking fees that may be incurred if parking is not made available.

CENTENNIAL LANDSCAPING, INC.***SERVICE FREQUENCY SCHEDULE*****STREETSCAPE (5th STREET)****INCLUDES 5 PLANTERS ON NORTH SIDE AND SIX TREE WELLS/ONE PLANTER ON SOUTH SIDE****N.W. 5th between Hudson and Walker, OKC****October 1, 2022 through September 30, 2023**

SERVICE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOT
Weed beds and wells. Minor pruning and other general maintenance	5	4	4	4	5	4	5	4	4	5	4	4	52
Twice Per Week Litter/trash pick up	10	8	10	8	8	8	10	8	8	10	8	8	104
Leaf Removal	1									1	1	1	4
Spring Cut Back			1										1
Prune Shrubs/Grasses						1							1
Fertilize Trees/Shrubs		1							1				2
IPM Tree/Shrub Application			1		1		1		1				4
Mulch Beds (Quantity as Needed)		1			1			1			1		4
Irrigation System Check			1	1	1	1	1	1					6
Operation of Controller	A	S		N	E	E	D	E	D				A/N
Property Inspection	1	1	1	1	1	1	1	1	1	1	1	1	12

Monthly Fee \$175.00**Yearly Fee \$2,100.00**

Due to fluctuations in weather, services could be performed earlier or later (up to a three week span) than month shown.

SERVICE FREQUENCY SCHEDULE

PROJECT 180

Santa Fe Transit Hub

October 1, 2022 through September 30, 2023

SERVICE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOT
TURF/BEDS/PARKING LOT													
Bi-Weekly Service -General Maintenance: Minor Pruning, Leaf Clean Up, Litter Pick Up, Weeding, Sucker Pruning, Checking Tree Stakes and Pedestrian Damage	2	2	2	3	2	2	2	2	2	3	2	2	26
FERTILIZE													
Fertilize Trees and Shrubs			1						1				2
MULCH													
Mulch Beds: Cedar Mulch 4 times per year for a total of 220 bags/year			1		1			1		1			4
Mulch Beds: Pine Bark Mulch 4 times per year for a total of 60 bags/year			1		1			1		1			4
PRUNING/CUT BACK													
Prune Groundcover/Shrubs	A	S		N	E	E	D	E	D				A/N
Spring Cut Back			1										1
Perennial Color Maintenance						1		1		1			3
IRRIGATION													
Operation of Controller	A	S		N	E	E	D	E	D				A/N
Irrigation System Check			1	1	1		1	1	1		1	1	8
Opening/Closing Irrigation System		1										1	2
Property Inspection	1	1	1	1	1	1	1	1	1	1	1	1	12

Monthly Fee \$573.00

Yearly Fee \$6,876.00

Due to fluctuations in weather, services could be performed earlier or later (up to a three week span) than month shown.

SERVICE FREQUENCY SCHEDULE

Sixth Street Project

Oklahoma City, OK

October 1, 2022 through September 30, 2023

SERVICE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOT
Turf/Beds/Parking Lot													
Weekly Service (Apr to Oct) Includes Mow/Edge/Trim Warm Season, Minor Pruning				3	5	4	4	4	5	3			28
Weekly Service (Year Round) Weed beds and retaining wall	5	4	5	4	4	4	5	4	4	5	4	4	52
Mow Cool Season Turf	1	2	3	2						1	3	2	14
Litter and Leaf removal													
Twice Per Week Litter/trash pick up	10	8	8	10	8	8	8	10	8	8	8	10	104
Leaf removal	2									1	1	2	6
Prune													
Spring Cut Back			1										1
Prune Shrubs and Groundcover				1	1		1		1	1			5
Perennial Color Maintenance	A	S		N	E	E	D	E	D				A/N
Fertilize													
Fertilize warm season turf				1			1		1				3
Fertilize cool season turf		1									1		2
Fertilize Trees, Shrubs, & Groundcover		1							1				2
Integrated Pest Management													
Pre-Emergent Warm Season Turf		1		1					1				3
Post- Emergent Warm Season Turf				1	1	1	1	1		1			6
Post- Emerg Spray Concrete Joints/Beds	A	S		N	E	E	D	E	D				A/N
Pre-emergent - Beds		1		1					1				3
Tree (Ornamentals only) and shrub applications to aid in control of pests/diseases. Does not include pine disease.													6
Mulch													
Mulch Beds - Quantity as Needed		1		1				1			1		4
Irrigation													
Irrigation System Check		1	1		1		1		1	1			6
Operation of Controller	A	S		N	E	E	D	E	D				A/N
Other													
Overseed Warm Season Turf (specified area only)										1			1
Aeration Cool Season Turf										1			1
Property Inspection	1	1	1	1	1	1	1	1	1	1	1	1	12

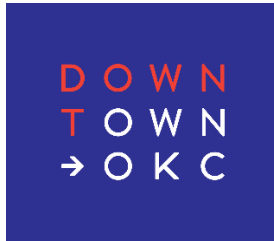
Monthly Fee \$3,391.00
Yearly Fee \$40,692.00

Due to fluctuations in weather, services could be performed earlier or later (up to a three week span) than month shown.

Notes:

MULCH

Cost for mulch is a substantial portion of this bid. Mulch is an essential component of a quality maintenance program. Mulch decreases the need for weeding and watering and contributes to the overall health of the plantings.



Downtown Oklahoma City Partnership

Contractor: Block by Block

Post Orders for Santa Fe Station

For period of October 1, 2022- September 30, 2023

Hours:

7 days per week from approximately 9:00pm - 11:00pm including holidays. These hours are approximate as they are specifically designated to accommodate AmTrak train passengers riding the Heartland Flyer from Ft. Worth. When the train is running behind schedule, ODOT representatives will inform Block by Block of any expected delays. In any event, Block by Block will not be requested to remain on post past 11:00pm and ODOT will be responsible for providing security services for times when the train is delayed for more than one hour.

Duties:

At the beginning of each shift, Block by Block will ensure the following doors are unlocked:

1. The northeast exterior single door for access to the train track building.
2. The north exterior double glass doors for access to the terminal station.
3. The interior double glass doors leading from the terminal station for access to the train track building.

As soon as all arriving passengers have departed the train track building and the terminal station, Block by Block will ensure the same doors are secure.

Lights:

Block by Block will turn on the lights inside the AmTrak station. Eight light switches are near the double glass doors. Two of these switches are marked with an "X". The two X switches should not be turned on/off. The switch which turns on the lights in the back of the building is located to the south and near the old ticket sales counter. As soon as all arriving passengers have departed the terminal station, Block by Block will turn off all lights.

Passenger Assistance:

Block by Block will direct passengers to the rest room facilities when requested. Block by Block guards will familiarize themselves with the downtown Oklahoma City area and be able to assist passengers with driving or walking directions when requested.

ANTI/NON-COLLUSION AFFIDAVIT

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

The undersigned individual further states that the Proposer has not been a party to any collusion: among proposers 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/Contract, or any other terms of the said prospective Agreement/Contract; or in any discussions between the proposers 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/Contract. The Proposer 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/contract pursuant to this proposal.

Witness the hands of the parties hereto:

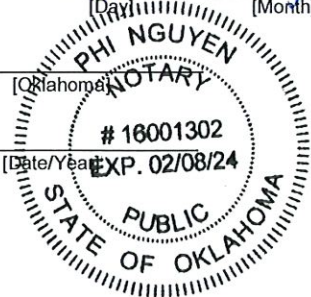
The undersigned individual states that the Proposer will be bound by its proposal, the specification, the terms and conditions of the Agreement/Contract, and the Requirements for Proposers.

➔ ➔ THIS FORM TO BE COMPLETED BY THE PROPOSER PRIOR TO AGREEMENT/CONTRACT APPROVAL ◀ ◀

Jane Jenkins President/ CEO
Type Name of Authorized Agent Title
Signature
Downtown Oklahoma City, Inc. dba Downtown OKC Partnership
Company Name
211 N. Robinson Ave, Suite 225 OKC, OK 73102
Address Zip Code
(office) 405-235-3500 (fax) 405-235-3501
Telephone Number and Fax Number if any

TO BE COMPLETED BY THE NOTARY:

State of * Oklahoma)
County of * Oklahoma) SS.
[*State and County where notarized must be written in for bid to be considered.]
Signed and sworn to before me on this 16 day of Aug, 2023 by Jane Jenkins
[Day] [Month] [Year] [Print the name of the individual who signed above.]
My Commission Number: Phi Nguyen
[Oklahoma] Type Name of Notary Public
My Commission Expires: EXP. 02/08/24
[Date/Year] Signature of Notary Public



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



President/ CEO

Title

Jane Jenkins

Printed Name of Individual

Downtown Oklahoma City, Inc 211 N. Robinson Ave, Ste 225 OKC 73102

Company Name and Address

Zip Code

(office) 405-235-3500 (fax) 405-235-3501

Telephone Number and Fax Number if any



DOWNOKL-01

SALLEN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/12/2022

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

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

PRODUCER Unity Insurance Partners 3932 S. Boulevard Edmond, OK 73013	CONTACT NAME: PHONE (A/C, No, Ext): (405) 359-0583		FAX (A/C, No): (405) 359-0595
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Philadelphia Insurance Company		
	INSURER B : Philadelphia Indemnity Ins. Co		18058
INSURED Downtown Oklahoma City Inc. 211 N Robinson Ave, Suite 225 Oklahoma City, OK 73102	INSURER C : Great American Insurance Group		16691
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		PHPK2412831	5/12/2022	5/12/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2412831	5/12/2022	5/12/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB814183	5/12/2022	5/12/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Directors & Officers			EPP3951590	5/12/2022	5/12/2023	Aggregate 1,000,000

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

In respect of the General Liability policy, the Certificate Holder is named as an Additional Insured as required by written contract. 30 day cancel notice applies.;

CERTIFICATE HOLDER

CANCELLATION

City of Oklahoma City 200 N Walker Oklahoma City, OK 73102	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



DOWNOKL-01

SALLEN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/12/2022

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

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

PRODUCER Unity Insurance Partners 3932 S. Boulevard Edmond, OK 73013	CONTACT NAME:	
	PHONE (A/C, No, Ext): (405) 359-0583	FAX (A/C, No): (405) 359-0595
INSURED Downtown Oklahoma City Inc. 211 N Robinson Ave, Suite 225 Oklahoma City, OK 73102	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Philadelphia Insurance Company	
	INSURER B : Philadelphia Indemnity Ins. Co	
	INSURER C : Great American Insurance Group	
	INSURER D :	
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		PHPK2412831	5/12/2022	5/12/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2412831	5/12/2022	5/12/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB814183	5/12/2022	5/12/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Directors & Officers			EPP3951590	5/12/2022	5/12/2023	Aggregate 1,000,000

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

The City of Oklahoma City OCPA and Civic Center Music Hall are named as additional insured as required by written contract with respects to the above listed General Liability.;

CERTIFICATE HOLDER

CANCELLATION

Oklahoma City Public Property Authority 200 N. Walker Ave. 3rd Floor Oklahoma City, OK 73102	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE