

PROFESSIONAL SERVICES AGREEMENT
WESTERN AVENUE ASSOCIATION, INC.
2022-2023

THIS AGREEMENT is entered into by and between the City of Oklahoma City, ("City"), and **Western Avenue Association, Inc.** an Oklahoma not for profit business association ("Contractor") in the amount of **\$141,091.45** for the period of **November 1, 2022 through October 31, 2023.**

WHEREAS, The City of Oklahoma City has, pursuant to 11 Okla. Stat. § 39-101 *et seq.*, created the City of Oklahoma City Improvement and Special Services Assessment District No. 10 ("Western Avenue BID"), upon the Petition of property owners of record of more than one-half (1/2) of the property liable for assessment in the District; and

WHEREAS, The City desires to provide improvements and special services which confer benefits upon property owners within the District, and which constitute a supplement to standard City services to provide higher quality of maintenance in the District, and to provide other special services that will enhance the vitality and quality of the Western Avenue area; and

WHEREAS, Western Avenue Association, Inc. ("Western Avenue"), is a private non-profit business association formed for the purpose of promoting and improving businesses in the Western Avenue business district area; and

WHEREAS, it is in the best interest of the City to contract with Western Avenue, designated as a sole source provider by resolution for certain services to be performed in the Western Avenue business district for the period beginning **November 1, 2022 through October 31, 2023;** and

WHEREAS, The City may revoke the sole source contractor status for Western Avenue's BID services at its discretion; and

WHEREAS, The City 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 Agreement. The Agreement consists of this Agreement, the attached addendum, exhibits, and attachments.

Addendum No. 1. Business Improvement District No. 10 Service Agreement.

Exhibit 1.1 – Legal Description

Exhibit 1.2 – BID Map

Attachment A – Request for Payment form

Attachment B – BID Budget

Attachment C – Certificate of Nondiscrimination

Attachment D – Anti-collusion Affidavit

Attachment E – Business Relationship Affidavit

Attachment F – Certificate of Insurance

1.2 The City. The City is the City of Oklahoma City.

1.3 The Contractor. The Contractor is **Western Avenue Association, Inc.**

- 1.4 The Contract Manager.** The Contract Manager is the person designated on behalf of the City to oversee the implementation of the terms of this contract and to coordinate the performance of said Services with the Contractor.
- 1.5 The BID Committee.** The Western Avenue Board of Directors shall have a BID Committee comprised of BID property owners, members of the Western Avenue Association Board and staff that will oversee the day-to-day operations of the BID.
- 1.6 The District Manager.** The District Manager is the person designated by Western Avenue to work with the BID Committee to oversee the Services to be performed under the terms of this Agreement, and to coordinate the performance of said Services with the Contract Manager.
- 1.7 The District.** The District is the Western Avenue BID, an improvement and special services assessment district of the City of Oklahoma City for the purpose of addressing and providing Services on a comprehensive basis and is described to be all property lying within the Western Avenue BID, more particularly described in the attached addendum.
- 1.8 The City Manager.** The City Manager shall mean the City Manager of the City of Oklahoma City.
- 1.9 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 Contract Documents. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means the Subcontractor and his or her authorized representative(s).
- 1.10 The Services.** The Services consist of those Services specified in the attached addendum. The Services include all labor and general and administrative costs 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 attached addendum.

II. COMPENSATION

Any fee, whether estimated or firm, shall not be exceeded without prior written authorization from the City. Payment will be rendered as defined in Addendum No. 1.

III. TERM

The term of this Agreement shall be from **November 1, 2022 to and including October 31, 2023.**

IV. GENERAL PROVISIONS

- 4.1 Assigning the Agreement.** The Contractor shall not assign this Agreement or any portion of the Agreement without approval of The City. Any and all Subcontractors retained to accomplish this Agreement shall be disclosed to The City. The Subletting of Services by the Contractors shall not make The City a party of such subcontract or subject 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 Specifications shall be considered a breach of this Agreement. Should the Contractor fail to remedy any breach within thirty (30) days after written notification by The City to the Contractor of such breach, The City may, at its option and in addition to any other remedies available to it under law, terminate this Agreement.
- 4.3 Agreement Administration.** The City hereby designates the City Manager or his designee ("Contract Manager") to administer this Agreement on behalf of The City. The Contractor shall designate to a District Manager the responsibility to perform the administrative, supervisory, management and performance monitoring tasks for the Contractor under this Agreement. The District Manager 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 addendum(s) attached hereto, a request for interpretation from the Contractor may be made by the Contractor's Authorized Representative to The City's Authorized Representative. Any interpretation will be made only by an addendum to this Agreement duly executed by The City 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 legal description of the Business Improvement District (BID); this 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.
- The Contractor will not be entitled to additional compensation if it subsequently finds that conditions require methods or equipment other than that anticipated by it when executing this Agreement
- 4.6 Right of Ownership.** All public facilities and equipment owned by The City within the Uptown BID 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 as follows:
- 4.7.1.1 The Contractor shall not discriminate against any employee or applicant for employment because of age, race, creed, color, sex, gender, sexual orientation, national origin, ancestry, or disability as defined by the Americans with

Disabilities Act of 1990, Section 3(2). Contractor shall take affirmative action to ensure that employees or applicants for employment are treated without regard to their age, race, creed, color, national origin, sex, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3 (2). Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff, termination or cancellation, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor shall agree to post, in conspicuous places, available to employees and applicants for employment, notices provided by the City Clerk of the City of Oklahoma City setting forth provisions of § 25-41 of the Oklahoma City Municipal Code, 2010.

4.7.1.2 The Contractor agrees to comply with all applicable provisions of the “Oklahoma Taxpayer and Citizen Protection Act of 2007,” (Act) codified in part at 25 O.S. §§ 1312 and 1313.

4.7.1.3 In the event of Contractor’s noncompliance with the nondiscrimination clause or the immigration requirements set forth in subparagraph (a) and (b) above, this Contract may be suspended, canceled, or terminated by the City. The City may declare The Contractor ineligible for further contracts or agreements until compliance, and/or satisfactory proof of intent to comply shall be made by the Contractor.

4.7.1.4 The Contractor agrees to include the nondiscrimination clause in any subcontracts connected with the performance of this Contract.

4.7.1.5 The Contractor agrees to sign the City’s Nondiscrimination Statement **Attachment “C”**.

4.8 Laws to be Observed. 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 of, 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 and licenses, 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. Required insurance shall be carried and maintained throughout the term of this Agreement, and certificates of insurance shall contain a provision by the insurer(s) to the effect that the policy(s) may not be canceled, fail to be renewed, nor the limits decreased by endorsement without thirty (30) days prior written notice to The City and any participating public trust.

4.11.1 During the term of this Agreement, the Contractor shall provide, pay for, and maintain with companies satisfactory to The City the types of insurance described herein.

All insurance shall be from responsible insurance companies eligible to do business in the state of Oklahoma.

All liability policies shall provide that The City is named an additional insured as to the operations of the Contractor under this Agreement and shall also

provide the following Severability of Interest Provision:

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

The insurance coverage and limits required under this agreement must be evidenced by properly executed certificates of insurance on the forms furnished by The City. The certificate must be signed by the authorized representative of the insurance company(s) shown in the certificate with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided to The City a timely basis if requested by The City. The required policies of insurance shall be performable in Oklahoma City, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.

No less than thirty (30) days prior written notice by registered or certified mail shall be given to The City of any cancellation, intent not to renew, or reduction in the policies' coverage except in the application of the aggregate limits provisions. In the event of a reduction in any aggregate limit, the Contractor shall immediately notify The City and shall make reasonable efforts to have the full amount of the limits appearing on the certificate reinstated. If at any time The City requests a written statement from the insurance company(s) as to any impairments to the aggregate limit, the Contractor hereby agrees to promptly authorize and have delivered to The City such statement. The Contractor authorizes The City to confirm all information so furnished as to the Contractor's compliance with its insurance requirements with the Contractor's insurance agents, brokers, surety, and insurance carriers. All insurance coverage of the Contractor shall be primary to any insurance or self-insurance program carried by The City.

- 4.11.2 No work shall commence under this Agreement unless and until the required certificates of insurance are provided and in effect.
- 4.11.3 The insurance coverage and limits required of the Contractor under this Agreement are designed to meet the minimum requirements of The City. Such coverage and limits are not designed as a recommended insurance program for the Contractor. The Contractor alone shall be responsible for the sufficiency of its own insurance program. Should the Contractor have any question concerning its exposures to loss under this Agreement or the possible insurance coverage needed therefore, the Contractor should seek professional assistance.
- 4.11.4 The Contractor shall provide to The City evidence of the following insurance requirements as set forth herein:
 - 1. Worker's Compensation. The Contractor shall maintain, during the term of this Agreement, worker's compensation insurance as prescribed by the laws of the state of Oklahoma.
 - 2. Commercial general liability insurance. The Contractor shall maintain during the term of this Agreement sufficient commercial general liability Insurance to protect the Contractor and any additional insured(s) from claims for bodily injury, including death, as well as from claims from property damages or loss, which may arise from activities, omissions and operations under this Agreement, whether such activities, omissions and operations be by the Contractor or by any subcontractor or by anyone

directly or indirectly employed by or acting on behalf of or to the benefit of them. The amounts of such insurance shall be not less than The City's maximum liability under the Governmental Tort Claims Act, 51 O.S. § 151 et seq., as amended from time to time and currently are:

- a. Property damage liability in an amount not less than Twenty-Five Thousand Dollars (\$25,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.
 - b. All other liability in an amount not less than One Hundred Seventy-Five Thousand Dollars (\$175,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.
 - c. Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.
3. Automobile liability insurance shall be maintained by the Contractor as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles, with limits of not less than:

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

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

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

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

- 4.15 Payments.** The City shall make payment for all Services to the Contractor monthly upon receipt of approved claims made by Contractor in accordance with law and directed to the attention of the City Representative. Final payment will not be made until a Request for Payment is received by The City from the Contractor.

The City reserves the right to examine or audit all documents supporting expenditures, invoices and Requests for Reimbursement, at any time and shall provide five days written notice of such request whenever possible or practical, but notice is not required. This right shall not expire upon termination of this Agreement.

Upon verification by the City Representative that the monthly reports are current, and invoices for Services complete and accurate, The City will process payment to the Contractor.

The Contractor warrants that title to all work, materials, and equipment covered by the invoice for payment will pass to The City, either by incorporation in construction or upon receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances and that no work, materials or equipment covered by the invoice for payment will have been acquired by the Contractor or by any other person performing the work at the site or furnishing materials and equipment for the Services, subject to an agreement under which an interest therein or any encumbrances thereon is retained by the seller or otherwise imposed by the Contractor or other such persons.

- 4.16 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.

- 4.17 Certificate of Insurance.** Contractor shall submit and deliver to The City with this Agreement all bonds and certificates of insurance, which are required by this Agreement and/or the Specifications 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 or the Specifications, Contractor shall obtain additional endorsement or changes in coverage and any other instruments necessary to comply therewith.

- 4.18 Whole Agreement.** This Agreement together with the Contract Budget and the Specifications constitute the entire agreement between the parties hereto. No change or variation from the terms and conditions of this Agreement may be made except by written instrument duly executed by both parties and Contractor shall not be entitled to claim extras of any kind or nature.

- 4.19 Exhibits.** Exhibits 1.1 through 1.2 are attached hereto and incorporated by reference herein.

- 4.20 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 City:

City of Oklahoma City
Attn: Craig Freeman, City Manager
200 N. Walker
Oklahoma City, OK 73102
Phone (405) 297-2345
FAX (405) 297-2570

If to the Contract Manager:

City of Oklahoma City
Planning Department
Attn: Kim Cooper-Hart
420 W. Main St, 9th Floor
Oklahoma City, OK 73102
Phone (405) 297-2900
FAX (405) 316-2900

If to Contractor:

Western Avenue Association
c/o Jeff Dutton, President
PO Box 54902
Oklahoma City, OK 73118
Phone: (405)535-9019

4.21 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 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 City 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 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 City.

4.22 Miscellaneous. This Agreement shall be construed and interpreted in accordance with the laws of the State. The venue and forum for any legal action to enforce or interpret any of the terms of this Agreement shall be the District Court of Oklahoma County. 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 terms of this Agreement shall supersede any previously dated Agreements between the Parties.

4.23 Time of the Essence. Time is of the essence of this Agreement.

4.24 Date. The date of this Agreement shall be the date it is executed by the City.

APPROVED by Western Avenue Association, Inc., this 17th day of October, 2022.


Western Avenue Association, Inc.

By: 
Josh Adel, Treasurer
(Print name and Title of Person who Signed)

**WESTERN AVENUE ASSOCIATION, INC.,
EXECUTIVE OFFICER WITNESS**

IN WITNESS WHEREOF, this Contract was signed and approved on behalf of the
Western Avenue Association, Inc., this 17th day of October, 2022:

**Western Avenue Association, Inc.,
Executive Officer**

By: 
S
(Print name and Title of Person who Signed)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies on the dates set forth below.

DATED this 22nd day of November 2022.

THE CITY OF OKLAHOMA CITY

ATTEST:

Amy K. Simpson
City Clerk



David Holt
Mayor

REVIEWED for form and legality.

[Signature]

Assistant Municipal Counselor

ADDENDUM NO. 1

WESTERN AVENUE BUSINESS IMPROVEMENT DISTRICT NO. 10 SERVICE AGREEMENT

The Business Improvement District Services described herein are intended to create a consistent level of cleanliness throughout the District and to improve the visual appearance and image of the District; said District more particularly described in attached in Exhibits 1.1 and 1.2.

I. DEFINITIONS

- 1.1 Business Improvement District (BID) No. 10.** An improvement and special services assessment district along a portion of North Western Avenue, between NW 36th Street and Classen Boulevard, created by City ordinance pursuant to 11 Okla. Stat. 39-101 *et seq.*, which was defined for the purpose of addressing and providing services on a comprehensive basis, and is described to be all property lying within the Western Avenue BID, more particularly described in Exhibit 1.1 – Legal Description, and Exhibit 1.2 – BID Map, attached hereto.
- 1.2 BID Assessment Funds.** BID assessments are charged to ratepayers annually and assessment funds collected are placed in the following categories:
- 1.2.1 District Wide Assessments.** To be used for services or purchases that either directly or indirectly benefit all ratepayers in the entire District.

II. GENERAL PROVISIONS

- 2.1 BID Services.** The Business Improvement District (BID) Services described herein are intended to create a supplement to standard City services to provide a higher quality of maintenance in the District and to provide other special benefits and services to enhance the vitality and quality of the District. The BID Services are not intended to eliminate or reduce the level of any service customarily provided by the City or other municipal agency to any similar geographic area because such area is subject to a BID, unless such reduction in service is part of a City-wide pro rata reduction in services necessitated by fiscal considerations or budgetary priorities.
- 2.2 BID Expenditures and Income Account.** The Contractor should maintain a separate account to manage all expenditures and reimbursements associated with providing the Services as described here.
- 2.3 Ownership of Public Improvements Purchased by Contractor.** Any improvement installed or constructed by Contractor under the terms of this Addendum No. 1 shall become the property of the City and/or the Authority but shall be maintained by the Contractor throughout the Term. BID assessment funds shall be used to pay for any loss of or damage to BID purchased property up to ten thousand dollars (\$10,000) and The City or the Authority shall pay for any loss in excess of ten thousand dollars (\$10,000).
- 2.3 Contractor's Notification to Planning and Public Works.** Contractor shall request and gain the approval from the City's Planning and Public Works Directors prior to the manufacture, purchase or installation of any improvement, including signs to be installed or affixed in the public right of way.

- 2.4 Apportionment of benefit to BID properties.** This addendum accompanies Professional Services Agreement for the current BID year between the City of Oklahoma City (The City) and the Western Avenue Association (WAA). The WAA oversees a membership benefit program for a larger area around the BID proper, which is the membership territory. At the commencement of this service year, the properties in the BID accounted for 48% of the total parcels in the membership territory. WAA incurs expenses that serve the BID properties and the membership territory. The City may reimburse eligible expenses that benefit the BID properties under the following rules.
- 2.4.1** The City may approve reimbursement of eligible expenses for events that are open to the public and held at a location within the boundary of the BID.
- 2.4.2** The City may approve an apportionment for reimbursement of eligible expenses according to the benefit conferred onto properties within the boundary of the BID. The amount of this apportionment for this service year is 48%. Advertising and promotion activities that benefit the entire membership territory may be eligible for a reimbursement of Forty-eight percent of each One Dollar in expense. Advertising and promotional activities that benefit only the BID area may be eligible for 100% reimbursement.
- 2.4.3** Expenses that feature an individual location or business are not eligible for reimbursement. Expenses that result in services that benefit properties outside the BID boundary are not eligible. WAA will ensure that its requests for payment to the City include receipts that clear delineate of which services and costs apply within the BID boundary, to the membership territory at large, or individual businesses.
- 2.5 The City's Right to Audit.** The City reserves the right to examine or audit all documents supporting expenditures, invoices, and Requests for Payment at any time upon five (5) business days written notice. This right shall not expire upon termination of this Agreement.
- 2.6 Disposal of Debris.** All dirt, debris and other matter collected by Contractor during and after all maintenance operations shall be disposed in an approved manner in accordance with applicable City, State, and Federal codes.
- 2.7 Board Roster.** The Contractor shall provide a list of its Officers and Board Members to the City at the commencement of this Agreement.

III. BID SERVICES

The specified services shall be provided in accordance with the BID Budget, attached hereto as **Attachment "B"**. Contractor agrees to provide the following, to wit:

- 3.1 Staffing of a Western Avenue BID office that will:**
- 3.1.1** Supervise, manage, and monitor all activities in compliance with the terms of this addendum.
- 3.1.2** Function as information/complaint center for all BID concerns.
- 3.1.3** Respond to ratepayer inquiries.

- 3.1.4 Produce supplemental information documents as necessary to respond to ratepayer inquiries.
- 3.1.5 Provide assistance to City planning efforts with regard to the use of the BID to complement Western Avenue planning proposals and capital projects.
- 3.1.6 As requested, assist the City in the preparation of assessment formulas, program evaluation, and possible changes in the District assessment formula
- 3.1.7 Communicate with each BID rate payer via electronic and/or postal mail for the following and provide evidence of this communication to the Contract Manager and include in the appropriate quarterly report:
 - 3.1.7.a At least twice per year, send a newsletter or similar update of BID related meetings, events, and activities.
 - 3.1.7.b Mid-year BID Update: Informational update on Services in Section III of this Addendum that includes complete contact information for inquiries.
 - 3.1.7.c Within 30 days before the Public Hearing for the Special Assessment Ordinance for the next BID year: Notification letter that Western Avenue Association will be preparing for the next year of BID services, that the rate-payer will receive Notice of Hearing from the City, a summary of accomplishments of the BID during the year, and complete contact information for the Western Avenue BID representative for inquiries.
 - 3.1.7.d Create and distribute annual BID year-end report to BID ratepayers within one month of the end of the fourth quarter of the BID year.
 - 3.1.7.e Hold a minimum of one BID meeting per year, inviting all ratepayers and the City Contract Manager. Prepare a summary of meeting attendees and outcomes for the Program Manager and include the summary in the next quarterly report.

3.2 Security Services

- 3.2.1. Provide roving coverage and drive through patrols **no less than 3 times a night** Tuesday through Sunday along portions of Western Avenue.

3.3 Beautification / Maintenance Services

- 3.3.1 Provide public street and public sidewalk cleaning services along Western Avenue frontage and maintain landscaping in the district as follows:
 - 3.3.1.a **Public Street Cleaning - Monthly.** Street Cleaning is defined as the removal of dirt, encrusted, caked or otherwise, and the removal of all debris and foreign matter from curb to curb of the public street being cleaned. Particular attention should be made to clean within a five-foot strip adjacent to the curb, the removal of all debris from the surface of any storm sewer inlet and the removal of any debris within the intersection area. Cleaning and sweeping shall be performed by either mechanical or manual means. If parked cars or other obstructions are present along the curb line, cleaning shall be done around the cars or obstructions

as closely as possible and continue along the curb line. The standard of maintenance for this service shall be to provide litter free and reasonably clean streets after the work has been accomplished.

3.3.1.b Public Sidewalk Cleaning – Semi-annually. Cleaning is considered as power washing, gum scraping and degreasing of all public sidewalks within the BID. The sidewalk is considered to be the paved area from the base of the building, or the property line to the street curb and gutter. Water for this washing service may be drawn from any city fire hydrant, and metered, upon approval from the City Director of Water/Waste-water Utilities. The City, under the same terms and conditions shall issue such meter as such meters are customarily issued to other contractors. During the growing season in the spring and summer, weed growth in sidewalk cracks shall be controlled through the application of a herbicide as needed.

3.3.1.c Landscaping and irrigation at I-44 frontage and I-44 median including full responsibility for good repair and replacement as needed for the two “Western Ave” signs installed in this median. The landscaping and signs were initially installed through a 2007 General Obligation Bond project and the Western Avenue Association maintains these amenities to the City’s standards.

3.3.1.d. Other small landscaped areas and tree strips: Maintain these areas free of debris, watered, and trimmed on a seasonal and/or as-needed basis

3.3.2 The Contract Manager shall have The City to exempt from the cleaning requirement, segments of streets and sidewalks that cannot be cleaned due to construction, natural disasters, or other mitigating circumstance

3.3.3 The cleaning schedules may be revised by the Contractor during inclement weather and may be redirected to provide snow and ice removal services from sidewalk areas in lieu of normal cleaning services.

3.3.4 The Contractor shall be responsible for the disposal of all collected dirt, debris and other matter in an approved manner and at an approved site and pay for all fees as required.

3.4 Marketing Services

3.4.1 Assist in the creation of a special advertising/marketing campaign with the Western Avenue Association, designed to promote businesses located within the BID.

IV. REPORTS AND ACCOUNTING

In order to keep the Authority informed of the BID management progress and accomplishments, the Contractor shall prepare and submit the following written reports to the Contract Manager.

4.1 Monthly Reports. Shall be prepared and submitted as follows:

4.1.1 A Request for Payment (RFP) shall be made by the first Tuesday of the following month in the format exemplified in **Attachment “A”**. Each RFP must include

supporting invoices to address the summarized expenditures. Mileage reports shall be completed to document any travel claims.

4.1.2 The City reserves the right to examine or audit all documents supporting expenditures, invoices, and Requests for Payment at any time upon five (5) business day's written notice. This right shall not expire upon termination of this Agreement.

4.2 Quarterly Reports. Quarterly Reports shall be submitted to the city Contract Manager two weeks after the end of the quarter. For the purpose of this Agreement the dates for the Quarterly Reports are **February 15; May 15; August 15; and November 15**. The Quarterly Report shall include the following elements:

4.2.1 A narrative summary of activities conducted under "BID Services" above. The report shall include quantitative information which substantiates progress toward accomplishing each BID objective; the total fees and expenses incurred for the BID during the reporting period; and anticipated activities for the upcoming quarter.

4.2.2 If staff are billed on a monthly or quarterly basis, include the amount billed for Staff time devoted to Agreement-related business and a list of the services provided for the month/quarter.

4.2.3 Any other information the Contractor feels is necessary to fully inform the Authority on the Services and the BID's current status or as reasonably requested by the Contract Manager.

4.3 Final Report. The Final Report shall be submitted to the Contract Manager on or before December 15 after the end of the fourth quarter of the BID year. The final report shall illustrate an annual summary of the BID's activities for the year and contain the following elements:

4.3.1 The final written report and an oral summary shall also be presented at a year-end BID advisory Board Meeting. The Final Report is to detail the year's accomplishments for each BID Service and each Section thereof; document the expenditure of funds from the BID; and compare actual accomplishments with the stated goals and objective, and outline plans and projections for each BID Service for the next contract year.

V. COMPENSATION

5.1 Reimbursement of Funds for Direct Expenditures.

5.1.1 Authority agrees to reimburse Contractor monthly, during the term of this Agreement, within thirty (30) days of submission from Contractor of a Request for Payment and copies of all invoice(s) for the direct Services listed in Section 1 above which have been provided in the preceding month.

5.1.2 This contract authorizes expenditures up to **\$141,091.45** contingent upon collection of 100% of assessments for the upcoming year plus past receivables. See budget in **Attachment "B"**.

5.2 Restrictions or Limitations.

5.2.1 Compensation is subject to the availability and appropriation of adequate and sufficient funds by Authority from assessments or other sources to pay for the Services for the term of this Agreement.

5.2.2 If The City experiences an inadequacy of funding for necessary payments under this Agreement, the General Manager may reasonably reduce the Services and related compensation otherwise to be provided under this Agreement; however, such reduction in compensation shall take into account existing financial obligations to third parties incurred by Contractor in contemplation of this Agreement extending until the end of this Agreement, and further, such reduction in services shall not alter the obligation of the City to provide services to the District. General Manager shall provide such notice of reduction in Services to Contractor at least thirty (30) days in advance.

5.2.3 Budget Category Overruns. If in the course of this agreement the Contractor cannot provide service per the line item budget categories identified in **Attachment "B"** and additional funds are available from other line item budget categories, the surplus may be transferred to deficient line item budget categories with the following approvals:

- i. Over 5% and up to 15% - may be approved by the Contract Manager
- ii. Over 15% and up to 25% - may be approved by the Division Director supervising the Contract Manager
- iii. Over 25% - may be approved by the General Manager

5.2.4 This Addendum is subject to the continued existence of the Western Avenue BID. In the event the Western Avenue BID shall cease to exist, or in the event the assessment roll is not approved or is invalidated by a court of competent jurisdiction, or in the event adequate and sufficient funds are not appropriated by The City during the term of this Agreement to pay for the Services as herein set forth, then this Agreement will terminate and be of no further force or effect. Under no circumstances, shall Authority's liability exceed the funds duly appropriated by The City for this Agreement.

EXHIBIT 1.1 LEGAL DESCRIPTION

Western Avenue Business Improvement District Generation 2

Lots 25, 26 and the east 16 feet of 27, except a triangle in the southeast corner of Lot 25, Being 15 feet on east and 15 feet on south, Block 24; the east 22 ½ feet of Lot 23 and all of Lot 24, Block 24; Lots 25 – 28, Block 23; the east 19 feet of Lot 23 and all of Lot 24, Block 25; Lots 25 and 26, Block 25; all of Lots 23 and 24 except the east 17 feet, Block 26; Lots 25 and the east 17 ½ feet of Lot 26, Block 27; Lots 23 and 24, Block 27; Lots 23 and 24, Block 28, all in Putnam Heights Addition to the City of Oklahoma City; AND

Lots 11 – 14, Block 9; Lots 8 – 10, plus vacated 21 feet of street adjacent on the west, Block 9; Lots 6 and 7, plus vacated 21 feet of street adjacent on the west, Block 9; Lots 1 – 5, plus vacated 21 feet of street adjacent on the west, Block 9; Lots 22 – 24 and the west 12 feet of Lot 25, Block 7; Lot 22, Block 4; Lot 21, Block 5; Lots 17 – 20 and the north 235 feet by 193 feet of lot 16, Block 5; the west 30 feet of Lot 21 and all of Lots 22 and 23, Block 3; the south 89.5 feet of Lots 1 and 2, Block 1; the north 50 feet of Lots 1 and 2, and all of Lot 3, Block 1, all in Crown Heights Addition to the City of Oklahoma City; AND

Lots 30 – 46, Block 8; Lot 1, Block 8, all in Shaw Heights Subdivision; Lots 47 and 48, Block 6; Lots 1 and 2, Block 6, all in Teams Sub of Shaw Heights to the City of Oklahoma City; AND

Lots 1 – 24, Block 29; Lots 25 – 30, Block 4; Lots 25 – 28, Block 28; Lot 11 – 24, Block 28; the south 65 feet of Lots 21 – 24, Block 21; the north 75 feet of Lots 21 – 24; Lots 25 – 28, Block 20; Lots 21 – 24, Block 20; Lots 21 – 24, Block 13; Lots 25 – 30, Block 13; Lots 19 – 30, Block 12; Block 12; Lots 25 – 36, Block 5; Lots 19 – 24, Block 5; Lots 19 – 24, Block 4, all in Douglas Place Addition to the City of Oklahoma City; AND

The south 35.75 feet of Lots 1 and 2, and all of Lots 45 – 48, Block 1; the north 101 feet of Lots 1 and 2, Block 1, all in Hillcrest Sub Addition to the City of Oklahoma City; AND

Lots 1 – 48, Euclid Sub Addition to the City of Oklahoma City; AND

Lots 47 – 48, Block 4; Lots 1 – 4, Block 4, Colter's Subdivision to the City of Oklahoma City; AND

Lots 1 – 2, Block 1; the east 16 feet of Lot 47 and all of Lot 48, Block 1, all in Harrah's Subdivision of Shaw's Heights Addition to the City of Oklahoma City; AND

Lots 47 – 48, Block 2; the west 18 feet of Lot 1 and all of Lots 2 – 6, Block 2, Lots 45 – 48, Block 1; Lots 1 – 6, Block 1, all in Isle View Subdivision to the City of Oklahoma City; AND

Lots 19 – 21, Block 5; Lots 1 – 2, Block 7; Lots 1 – 2, Block 5, plus part of vacated Grand Boulevard being west 50 feet extending between the south line of NW 57th Street extended ELY and the south line of Lot 2, Block 5 extended ELY; Lot 6, Block 1, plus beginning at the south corner of Lot 6, thence west 58.92 feet; northwest 187 feet, east 58.92 feet, southeast 187 to beginning; Lot 5, Block 1, plus vacated Grand Boulevard adjacent on the west; Lots 1 – 4, Block 1, beginning 10 feet east of southwest corner of Lot 4, thence east 125.95 feet to southeast corner of Lot 4, thence north 240 feet to northeast corner of Lot

1, thence WLY along north line 207.49 feet to a point 82.11 feet ELY of the northwest corner of Lot 1, thence SELY 154.68 feet, thence south 114 feet to beginning, and a part of Lots 1 2 3, and 4, and a part of the vacated street abutting on West beginning on the Southwest corner of said Lot 4, West 58.92 feet, North 227.19 feet, thence Northeasterly 59.78 feet to the Northwest corner of said Lot 1 and East along the Northline of Lot 1 82.11 feet, thence Southeasterly 154.68 feet, South 114 feet, and West 10 feet to the point of beginning, all in Meadowbrook Acres Addition to the City of Oklahoma City; AND

Lots 10 – 16, Block 1; Lots 8 – 9, Block 1; Lots 6 – 7, Block 1; Lots 4 – 5, Block 1; the east 80 feet of Lots 1 – 3, Block 1; the north 100 feet of Lots 22 – 25, and the north 100 feet of Lot 6, Block 6; the south 100 feet of Lot 6 plus the south 100 feet of Lot 25, Block 6; south 100 feet of Lot 1, Block 6; north 100 feet of Lot 1 Block 6, all in Belle Isle Sub Part of Block 5 to the City of Oklahoma City; AND

Unit Ownership Estate Unit 5530 of the Western Commons Office Subdivision; AND

Part of Lot A, Block 5, Brookhaven Addition, described as beginning at the southeast corner of Lot A; thence west 45 feet; thence northwesterly 75.57 feet; thence east 69.5 feet to the point of beginning, plus part of Lot 3, beginning at the northeast corner of Lot 3; thence south 52 feet; thence west 30 feet; thence north 52 feet; thence east to the point of beginning; plus part of Lot 4, beginning at the southeast corner of Lot 4; thence along the easterly line to the northeast corner of Lot 4, thence southwesterly along the northerly line 13.15 feet; thence southeasterly to a point on the south line of Lot 4, being 14 feet west of the southeast corner, thence along the south line of Lot 4 14 feet to the point of beginning, plus the south 50 feet of the north 161.3 feet of Lot A; the north 111.3 feet of Lot A, Block 5, all in Brookhaven Addition to the City of Oklahoma City; AND

Part of the SW/4, Section 9, T-12-N, R-3-W, Oklahoma County, Oklahoma, beginning 33 feet east and 33 feet north of the southwest corner of said SW/4; thence north 1,021 feet; thence along a curve to the right 118.5 feet, northeasterly 589.2 feet to a point of curve along said curve to the right 454.1 feet; thence south 1,355 feet; thence west 870 feet to the point of beginning; AND

Part of the SW/4, Section 9, T-12-N, R-3-W, Oklahoma County, Oklahoma, beginning 1,514.11 feet north and 50 feet east of the southwest corner of said SW/4; thence north 419.9 feet; northeasterly 160.39 feet; southeasterly 277.31 feet; southwesterly 201.96 feet; southwesterly 137.24 feet; southwesterly 279.52 feet to the point of beginning, except a tract beginning 710.66 feet south and 50 feet east and 160.39 feet northeast and 61.45 feet southeast of the northwest corner of SW/4, then northerly 64.97 feet, southeasterly 29.61 feet, easterly 116.54 feet, southwest 99.08 feet and northwesterly 215.30 feet to the beginning; AND

Part of the SW/4, Section 9, T-12-N, R-3-W, Oklahoma County, Oklahoma, beginning 50 feet east and 385.52 feet south of the northwest corner of said SW/4; thence south 204 feet; thence east 40 feet; thence south 109.32 feet; northeasterly 119.31 feet; southeasterly 278.25 feet; northeasterly 278.01 feet; northwesterly 46.87 feet; northwesterly 94 feet; northwesterly 105.36; southwesterly 148 feet; north 21 feet; west 31 feet; south 40 feet; west 241 feet to the point of beginning; AND

Part of the NW/4, SW/4, Section 9, T-12-N, R-3-W, Oklahoma County, Oklahoma, beginning 50 feet east and 175 feet south of the northwest corner of said NW/4, SW/4; thence easterly 160 feet; thence south

30.19 feet; thence southwesterly 70.39 feet; thence west 110 feet; thence north 80 feet to the point of beginning; AND

Part of the SW/4, Section 9, T-12-N, R-3-W, Oklahoma County, Oklahoma, beginning 50 feet east of the northwest corner of said SW/4; thence east 278.9 feet to the intersection of Grand Boulevard; thence southeasterly along said r-o-w 120 feet; thence southwesterly to a point 328.9 feet east and 175 feet south of the northwest corner of said SW/4; thence west 278.9 feet; thence north 175 feet to the point of beginning; AND

Part of the NW/4, Section 9, T-12-N, R-3-W, Oklahoma County, Oklahoma, beginning 50 feet east of the southwest corner of the NW/4; thence northerly 100 feet; thence easterly 156.25 feet; thence southerly on a curve 158.67 feet; thence westerly 278.9 feet to the point of beginning; AND

Part of the SE/4, Section 8, T-12-N, R-3-W, Oklahoma County, Oklahoma, beginning at the northeast corner of the SE/4; thence west 300 feet; thence south 75 feet; thence east 300 feet; thence north 75 feet to the point of beginning, plus in the Meadowbrook Acres Addition the south 11 feet of lot 3, Block 7; AND

Part of the NW/4, Section 9, T-12-N, R-3-W, Oklahoma County, Oklahoma, beginning 50 feet east and 100 feet north of the southwest corner of the NW/4; thence north 184.82 feet to the south line of Grand Boulevard; thence southerly along said south line 242.27 feet; thence westerly 156.25 feet to the point of beginning; AND

Part of the NW/4, Section 9, T-12-N, R-3-W, Oklahoma County, Oklahoma, beginning 1,201.70 feet north and 50 feet east of the southwest corner of the NW/4; thence east 200 feet; thence south 347.51 feet; thence northwesterly 266.94 feet; thence north 175.4 feet to point of beginning; AND

Part of the NW/4, Section 9, T-12-N, R-3-W, Oklahoma County, Oklahoma, beginning 589.39 feet north and 50 feet east of the southwest corner of the NW/4; thence north 426.72 feet; thence southeast 193.85 feet; thence south 519.11 feet; thence on a curve to the right 162 feet; thence northwest 102.38 feet to the point of beginning.

#####

**EXHIBIT 1.2
BID MAP**



ATTACHMENT “A” REQUEST FOR PAYMENT FORM

Western Avenue		Business Improvement District	
Contract Year:	Gen 2 - Year 6	Invoice #	
Contract Period:	11/01/2022 - 10/31/2023	Invoice Date	
		Vendor #	83309
		Remit Payment to:	
		WesternAve-001	
		PO Box 54902	
		Oklahoma City, OK 73154-0902	
Month/Year to be reimbursed	Description	Amount	
Nov-22	Administrative & Office	\$0.00	
Nov-22	Marketing	\$0.00	
Nov-22	Maintenance	\$0.00	
Nov-22	Security	\$0.00	
		Total	\$0.00
<i>On behalf of Western Ave BID, I, the undersigned, request payment of the following claims submitted in accordance with the provisions of the agency's Professional Services Agreements with the City of Oklahoma City.</i>			
Authorized Signature			Date
Submit invoices to: Donna Cervantes donna.cervantes@okc.gov or mail to The City of Oklahoma City, Planning Department, 420 W. Main, Suite 930, Oklahoma City, OK 73102			
For City of Oklahoma City use only:			
Payment Authorized by:			

**ATTACHMENT “B”
BID BUDGET**

Exhibit 1.4		
Western Avenue		
Business Improvement District		
BUDGET		
November 1, 2022 through October 31, 2023		
<u>Revenue</u>		
Estimated Revenue from Assessments 2022-2023		\$107,353.64
<i>Less 5% City Noticing and Administrative Cost (est.)</i>		-\$5,141.15
Carryover from 2021-2022 (projected):		\$23,000.00
Sub Total:		\$125,212.49
Receivables thru Year 21-22 Service year (Note 1. below)		15,878.96
Total Potential Revenue		\$141,091.45
<u>Expense</u>		
Operational Budget	Percent	
Administrative/Office	25.0%	\$31,303.12
Marketing	13.0%	\$16,277.62
Maintenance/Beautification	34.0%	\$42,572.25
Security	24.0%	\$30,051.00
Budgeted Expenses	96.00%	\$120,203.99
Contingency amount (see Note 2 below)	4.00%	\$5,008.50
Unallocated (Receivables Gen1 & 2) see Note 1		15,878.96
Total Potential Expense		\$141,091.45
Note 1:		
Unallocated funds cannot be spent until collected. Once collected, funds may be allocated to appropriate expense lines as needed with approval from the City Program Manager		
Note 2:		
Subject to availability and appropriation of sufficient funds by City from assessments or other sources to pay for Services for the term of this Agreement		

ATTACHMENT "C"
CERTIFICATE OF NONDISCRIMINATION

THE CITY OF OKLAHOMA CITY
CERTIFICATE OF NONDISCRIMINATION

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

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

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

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

Western Avenue Association

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



Signature of Bidder or Authorized Agent

Josh Adel

Type or print name and title of person who signed above

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

ATTACHMENT "D"
ANTICOLLUSION AFFIDAVIT

THE CITY OF OKLAHOMA CITY

ANTICOLLUSION AFFIDAVIT

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


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

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

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

Western Avenue Association

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



Signature of Bidder or Authorized Agent

Josh Adel

Type or print name and title of person who signed above

STATE OF

Oklahoma

COUNTY OF

Oklahoma

\$

This instrument was acknowledged before me this 17th day of October, 2022
by Josh W. Adel as the above named BIDDER or Bidder's Authorized Agent.
(Insert name of person signing above)

My Commission expires

8/23/26


Notary Public

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



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

BUSINESS RELATIONSHIP AFFIDAVIT

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

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

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

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

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

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

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

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

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

[Signature]
Signature of Bidder or Authorized Agent

Josh Adel

Type or print name and title of person who signed above

STATE OF Oklahoma)
COUNTY OF Oklahoma) §

This instrument was acknowledged before me this 17th day of October, 2022,
by Josh W Adel as the above named BIDDER or Bidder's Authorized Agent.
(Insert name of person signing above)

My Commission expires 8/23/26

Brandy Lester
Notary Public

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

City Standard 12/15/00

ATTACHMENT "F"

CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 11/4/2022																																																																									
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 Oak Tree Insurance Agency P.O. Box 1274 Edmond OK 73083	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Amy Crowell</td> </tr> <tr> <td>PHONE (A/C, No., Ext.): (405) 340-1393</td> <td>FAX (A/C, No.): (405) 844-3380</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: amy@oaktreeagency.com</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td colspan="2">INSURER A : USLI Company</td> </tr> <tr> <td colspan="2">INSURER B :</td> </tr> <tr> <td colspan="2">INSURER C :</td> </tr> <tr> <td colspan="2">INSURER D :</td> </tr> <tr> <td colspan="2">INSURER E :</td> </tr> <tr> <td colspan="2">INSURER F :</td> </tr> </table>		CONTACT NAME: Amy Crowell		PHONE (A/C, No., Ext.): (405) 340-1393	FAX (A/C, No.): (405) 844-3380	E-MAIL ADDRESS: amy@oaktreeagency.com		INSURER(S) AFFORDING COVERAGE		INSURER A : USLI Company		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :																																																						
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ACORD 25 (2016/03)

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