

## Oklahoma Transportation / Oklahoma Film + Music Office Screening Guide

Oct. 2021

The safety of the traveling public and the efficiency of highway infrastructure operations are top priorities for the Oklahoma Department of Transportation and the Oklahoma Turnpike Authority. Any requests which impact these areas are carefully considered and must meet certain criteria to be approved.

The questions below will help the Film + Music Office screen and expedite filming requests that affect interstates or highways before starting the approval process through ODOT's Strategic Communications Division.

ODOT is responsible for the state highway and the U.S. highway and interstate systems while the Oklahoma Turnpike Authority governs toll roads. Information on how to route requests for local roads or turnpikes is detailed in the final section below.

**The Film + Music Office can determine the answer: Is the location ODOT's or a municipality's? If the request is on the ODOT system, before approaching ODOT, the Film + Music Office should screen for:**

- All requests, including **completed liability insurance forms** and **traffic control plans**, must be submitted to ODOT at a minimum of four (4) weeks, 20 business days, prior to the first day of filming.
- While ODOT will consider a request for a complete closure (all lanes) of a highway or interstate, we highly encourage productions choose county or off-state highways first and for faster turnaround.
- ODOT will consider and make suggestions to facilitate the request. Wherever possible, requests will be granted.
- An impact to traffic is considered anything that affects drivers or the roadway or disrupts the flow of normal traffic: rolling road block, intermittent closures, insert car/process trailer use, ramp closures, detours, truck traffic restrictions, unusual applications to the roadway, shifting traffic, periodic or brief traffic holds, drone usage.
- The requesting company must submit a professional Traffic Control Plan from a reputable/established traffic control company for the ODOT review. This would be at the expense of the requesting company.

**Once the Film + Music Office determines an agreement is reached on the above preliminary directions, the following items must be provided to ODOT:**

- Location specifics - interstate, highway, street, city, address, direction of travel.
- What specific day(s) and time(s) are planned for filming?
- Is this a blanket request for a stretch of time?
- Who is the primary contact?

**Requestor should be aware of the following:**

- Specific requirements and approvals vary by each district or area of the state, which the Strategic Communications Division of ODOT will help streamline. Extra time is needed for reaching across multiple statewide districts managed by various district engineers, while considering construction and maintenance schedules and generating alternate

locations if needed. Requestors should initially work with the ODOT Strategic Communications Division to minimize confusion and/or delays with the request.

- Company should take into timeframe consideration any official state holidays, construction seasons and pandemic ramifications that may add time for review. Business is conducted Monday through Friday, 7:30 a.m. to 5 p.m.
- ODOT manages all highways and interstates in Oklahoma, however, differences within municipalities and city limits exist. When filming inside city limits (with the exception of Oklahoma City and Tulsa), the municipality will generally be the primary contact for all closures, but not every time as each town is different. Initial requests to ODOT can help determine jurisdiction.
- When requesting a shoot on county roads, those local governments will be the primary contact. ODOT can assist with any turnpike requests.
- The company is responsible for alerting local law enforcement to their presence, and provide professional and licensed traffic control on any interstate or highway regardless of town/city location (cities and municipalities will likely require this on regular city streets as well).
- Drone operators should be FAA licensed and obtain any required permits. Operators need to follow all current laws and not disrupt traffic.
- Multiple cancellations or reschedules will warrant reevaluation of request and possibly end the agreement.

## **RESPONSIBILITY FOR DAMAGE CLAIMS**

The Production Company shall protect, indemnify, and save and hold harmless the State of Oklahoma, the Commission, the Department, and their officers, agents, and employees from all suits, actions or claims of any kind or character brought because of injuries or damages received or sustained by any person, persons, or property on account of any operations of the Production Company, its agents, employees, and subcontractors, or any others authorized by the Production Company to perform work on the project.

The Production Company shall carry insurance of the following kinds and amounts:

### **A. General**

The insurance herein before specified shall be acquired from State of Oklahoma licensed insurance companies to provide such coverage in the State of Oklahoma and shall be maintained in full force and effect during all times when work is being performed.

The Production Company shall not cause any insurance policy to be cancelled or permit it to lapse and all insurance policies shall include an endorsement to the effect that the insurance policy or certificate shall not be subject to cancellation or to a reduction in the required limits or liability or amounts of insurance until notice has been mailed to the Department, stating the date when such cancellation or reduction shall be effective, which date shall not be less than 30 calendar days after such notice. If the Production Company cancels, allows to lapse, does not renew or in any way does not keep the project specific liability insurance policy or any other required insurance policy in full force and effect, the Department will suspend all progress for the project until the required insurance is obtained.

The Production Company shall provide to the Department certificates of insurance showing that the Production Company is carrying insurance in at least the specified minimum amounts.

### **B. General Liability and Property Damage Liability Insurance**

The Production Company shall obtain an insurance policy that provides commercial general liability and property damage liability coverage for each specific project. Provide a Certificate of Insurance to the Department that, with respect to the work to be performed by the Production Company under the insured Contract, the Production Company carries General Commercial Liability Insurance providing for a combined amount of at least \$1,000,000 of coverage for all damages arising out of bodily injury, death, and property damage for each occurrence with an aggregate limit of \$2,000,000 for the term of the policy. Have the Department named as an additional insured the extent of the State's liability under the provisions of the Governmental Tort Claims Act 51 O.S. Section 151 et seq., for payment of any amounts the Department may become legally obligated to pay.

In no event shall the Production Company endorse the Department on a liability policy for coverage that exceeds the limits of the Governmental Tort Claims Act.

### **C. Insurance for Subcontractors**

If the Production Company subcontracts or assigns any of the work, or if the work is otherwise to be performed by anyone other than the Production Company's own employees, then such insurance shall cover all operations of any such contractor of any tier and shall be maintained until project completion.

**D. Workers' Compensation Insurance and Employers' Liability Insurance**

Provide Certificate of Insurance to the Department that, with respect to the work, the Production Company carries regular Workers' Compensation and Employers' Liability Insurance covering the Production Company's liability under the Workers' Compensation Law of the State of Oklahoma. Maintain the insurance in full force and effect until project completion.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PRODUCTION COMPANY REPRESENTATIVE

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_