

ANNUAL CONTRACT

**FOR CONTRACTORS TO CONSTRUCT
INFRASTRUCTURE DEVELOPMENT
WITHIN THE RIGHT-OF-WAY OF THE
CITY OF TULSA, OKLAHOMA**

THIS CONTRACT made by and between _____, herein called “CONTRACTOR”, the TULSA METROPOLITAN UTILITY AUTHORITY, and the CITY OF TULSA, OKLAHOMA, a Municipal Corporation, herein called “CITY”.

WITNESSETH:

WHEREAS, CONTRACTOR desires to engage in construction related to infrastructure development within the City which includes the types of construction listed below:

Check each block that applies:

- | | |
|---|--------------------------------------|
| <input type="checkbox"/> Sanitary Sewers | <input type="checkbox"/> Water Mains |
| <input type="checkbox"/> Stormwater Drainage Facilities | <input type="checkbox"/> Streets |
| <input type="checkbox"/> Other, Specify _____ | |

WHEREAS, CITY’S applicable infrastructure development ordinances, Title 35 TRO §§100 et seq, provide that an annual contract with CITY is a prerequisite to performing such work; and

WHEREAS, CONTRACTOR agrees to conduct the above construction activities in a good, substantial, and workmanlike manner as required by and in accordance with the engineer’s design and in compliance with all CITY Codes and Standards; and

WHEREAS, whether CONTRACTOR engages in construction which requires a Major or Minor Construction Right-of-Way Permit, as described and provided in Title 35 TRO §§ 100 et seq, or any other construction as required by ordinance, CONTRACTOR agrees to first satisfy all bond and insurance requirements set out herein; and

WHEREAS, the Authority agrees and the CITY desires to enter into this annual contract with CONTRACTOR which authorizes CONTRACTOR to pursue such construction.

NOW, THEREFORE, in consideration of the promises and covenants contained in this Contract, the parties agree as follows:

1. CONTRACTOR shall, (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in and to form a

permanent part of the completed work; (c) provide and perform all such materials and labor in a good, substantial, and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents for the construction of a specific infrastructure development project within CITY.

2. CONTRACTOR shall, prior to initiation of construction, post with CITY either an Arterial Right-of-Way Bond in the amount of \$250,000 for work in an arterial street or a Non-Arterial Right -of-Way Bond in the amount of \$100,000 for work in a non-arterial street, executed by a surety company approved by CITY to guarantee the project during construction and for a period of one (1) year after final inspection/approval by CITY. Each Major Construction development shall require a two (2) year maintenance bond.

2.A Should a contractor operating pursuant to a Major Construction Permit report to the Director of Development Services, that the Developer has defaulted on payment to the extent that the Contractor has no reasonable assurance of being paid to complete the project, the Director shall verify the facts. Once it is confirmed that no reasonable assurance can be obtained from the Developer that satisfactory payment arrangements will be made with the Contractor, the Contractor, after stabilizing the construction site to prevent erosion; complying with all applicable ODEQ and EPA regulations; and providing adequate public safety measures as required by the Director of Development Services, may withdraw from the site without breaching the terms of this contract. Any legal questions remaining between the Developer and the Contractor shall be resolved between them without involving the City.

3. CONTRACTOR shall maintain insurance coverage for the one-year period following final inspection/approval of the project by CITY including general liability, worker's compensation, and owner's protective liability insurance as required by ordinance in Title 35 TRO.

4. CITY shall recognize CONTRACTOR as having secured this annual contract as a prerequisite to being issued a Major or Minor Right-of-Way Construction Permit or other Permit contemplated in Title 35 TRO.

5. Whether engaged in construction which requires a Major or Minor Right-of-Way Construction Permit as contemplated in Title 35 TRO, CONTRACTOR shall comply with all insurance and bond requirements set out therein. Failure to replace insurance or bonds prior to cancellation shall terminate the rights under this contract.

6. CONTRACTOR shall look to the owner/developer who engages CONTRACTOR for full payment for CONTRACTOR'S services, etc. and not look to Authority or CITY for compensation of any nature.

7. This contract shall have a twelve (12) month term either to be renewed or replaced on the anniversary date for successive twelve (12) month intervals should contractor satisfy then existing CITY requirements. The anniversary date shall be twelve (12) months from the date this contract is approved by the Mayor. Should the contractor authorized by this contract initiate a project while this contract is in effect he/she may complete the project within a reasonable time notwithstanding that a new annual contract has not been obtained, provided that the continued construction is insured and bonded as required by ordinance. No new projects may be initiated after the expiration of the term of this contract.

IN TESTIMONY WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or representatives on the dates set forth below.

CONTRACTOR:

Name of Firm: _____ Type of Firm _____

By _____ Executed on this _____ day of _____, 20____.

Signature: _____

President Vice President Manager Owner Other _____

TULSA METROPOLITAN UTILITY AUTHORITY

By _____ Executed on this _____ day of _____, 20____.
Chairman

By _____ Executed on this _____ day of _____, 20____.
Secretary

APPROVED:

By _____ Executed on this _____ day of _____, 20____.
Attorney for Tulsa Metropolitan
Utility Authority

CITY OF TULSA, OKLAHOMA, a municipal corporation

By _____ Executed on this _____ day of _____, 20____.
Mayor

ATTEST:

By _____
City Clerk

APPROVED:

By _____ Executed on this _____ day of _____, 20____.
City Attorney