

DEVELOPER'S CONTRACT

WHEREAS, _____,
(Name of Developer)

Indicate type of legal entity:

- Corporation
- Partnership
- LLC
- Other _____

is undertaking the construction of an infrastructure development hereafter referred to as "Project" described as:

Development Name: _____ Development No. _____ (Internal Use Only)

Location of Development _____; and

WITNESSETH:

WHEREAS, the DEVELOPER desires to design, construct, and transfer to the City of Tulsa (CITY) the above infrastructure development within CITY in compliance with all CITY requirements which include the types of construction listed below:

Check each block that applies:

- Sanitary Sewers
- Water Mains
- Stormwater Drainage Facilities
- Streets &/or Sidewalks
- Other, Specify _____

and,

WHEREAS, the DEVELOPER understands he must obtain the required zoning, platting, right-of way, and easements as required for the above development, and

WHEREAS, the DEVELOPER has expressed the desire to obtain CITY approval of design, inspection, and other services for the above development, and

WHEREAS, the DEVELOPER understands he must have record drawings submitted for the above development to CITY, and

WHEREAS, the DEVELOPER understands that he must allow and pay for inspections, laboratory testing, and other fees as required by CITY, and

WHEREAS, all costs of the subject development shall be borne by DEVELOPER, holding CITY harmless from same; and

WHEREAS, CITY is willing to provide design review for the above development, approve acceptable plans, provide inspection services, provide or arrange for laboratory testing, and receive record drawings.

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

1. The DEVELOPER shall hire an engineer currently under annual contract with CITY to design and oversee construction through completion of the development and its formal acceptance by CITY.
2. The DEVELOPER shall construct the water system, sanitary sewer, storm drains, streets, and all other infrastructure development as required by and in accordance with the engineer's design and in compliance with CITY standards utilizing a construction contractor(s) currently under annual contract with CITY, and
3. The DEVELOPER shall maintain an escrow account with CITY to pay for lab testing, inspecting, ODEQ fees, connection costs, and other fees, and
4. The DEVELOPER shall ensure that all Conditional Letters of Map Revision (CLOMR) and Letters of Map Revision (LOMR) (if required for the development) are properly completed and submitted in a timely manner through the City to the Federal Emergency Management Agency for approval.
5. The DEVELOPER shall remain responsible and accountable for all requirements until formal acceptance of the development by CITY. Formal acceptance by CITY shall not occur until all infrastructure construction is complete, final inspection, delivery to CITY of all the record drawings, receipt from DEVELOPER of certification that there are no liens against the development, and the issuance by the Director of Public Works of written acceptance of the development.
6. The DEVELOPER, if appropriate, shall enter into an additional contract provision to construct oversize water mains as directed by the City to accommodate future development outside the area covered by this development for which the DEVELOPER will be reimbursed according to the provisions of the contract.
7. The DEVELOPER, if appropriate, shall enter into additional contract provisions to construct oversize sanitary sewer mains as directed by the City to accommodate future development outside the area covered by this development for which the DEVELOPER will be reimbursed according to the provisions of the contract.
8. The DEVELOPER shall cause to be delivered record drawings to CITY to show the work as actually constructed before the development will be formally accepted by the City.
9. The DEVELOPER shall identify for CITY a construction coordinator who will serve for the duration of the development.
10. **EXCLUSIVE RIGHT OF CITY:** It is agreed that CITY is granted exclusive access to the infrastructure for operation and maintenance following substantial completion through formal acceptance of the development.

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

The following addendums are part of this contract (If required):

Addendum A. Water Main Excess Capacity w/ repayment

Addendum B. Sanitary Sewer Excess Capacity

DEVELOPER

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