

CONTRACT FOR ANNUAL ENGINEERING SERVICES

THIS CONTRACT, is entered into by and between the CITY OF TULSA, OKLAHOMA, a Municipal Corporation, herein called “CITY”, the TULSA METROPOLITAN UTILITY AUTHORITY, herein called “AUTHORITY”, and _____, herein called “ENGINEER”.

WITNESSETH:

WHEREAS, the ENGINEER in his/her professional capacity desires to contract with third parties, to prepare plans and specifications for water, sanitary sewer, streets, and stormwater facilities, to prepare record drawings of completed projects, and to provide engineering services during the construction of improvements for various projects upon easements and Rights-of-Ways that are or will be owned or controlled by the CITY; and

WHEREAS, the ENGINEER is desirous of obtaining the review and approval of the plans and specifications for each project by the Director of Development Services of the City, herein called “DIRECTOR”; and

WHEREAS, the AUTHORITY agrees, and the CITY is willing to review the plans and specifications prepared by the ENGINEER under the terms and conditions of this Contract.

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

1. The ENGINEER shall, in conformity with City of Tulsa design criteria, prepare project plans, specifications, and other engineering documents as may be necessary for the proper construction of the project(s), including but not limited to, preparation and documentation of record drawings, and shall perform construction oversight of the project improvements as they are constructed by the Owner and the Owner’s construction Contractor(s) until acceptance by the CITY. The City of Tulsa Standard Specifications for Engineering Services shall be attached and made a part of this Contract.

2. The CITY shall review and approve acceptable project plans, specifications, and other engineering documents for the construction of each project prepared and submitted to the DIRECTOR.

3. The ENGINEER shall compensate the CITY for reviewing and approving project plans and specifications in accordance with the fee schedule established in Title 49, Tulsa Revised Ordinance. Fees shall be due and payable upon presentation of acceptable plans and specifications for each project for review by the CITY.

4. The ENGINEER affirms that Engineer is a Licensed Professional Engineer in the State of Oklahoma at the time of execution of this Contract. Should the Engineer cease to be a Licensed Professional Engineer prior to full performance of the terms and conditions of the Contract, the Engineer shall immediately cease work and notify the CITY.

5. ENGINEER shall maintain Professional Liability Insurance in limits of not less than \$100,000, and such insurance shall remain in continuous force and effect for a period of not less than three years from and after final acceptance of each project.

6. ENGINEER shall ensure that all Conditional Letters of Map Revision (CLOMR) and Letters of Map Revision (LOMR), if required for the project, are properly completed and submitted through the CITY to the Federal Emergency Management Agency.

7. This Contract shall have a term of twelve (12) months and shall be renewable in successive twelve (12) month intervals beginning on the anniversary of the Contract each year thereafter upon the agreement of the AUTHORITY, the CITY, and the ENGINEER.

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.

ENGINEERING FIRM

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____.
Asst. City Attorney