

**ANNUAL BOND FOR
MAJOR CONSTRUCTION/
MINOR CONSTRUCTION
RIGHT-OF-WAY ARTERIAL
CITY OF TULSA
175 E. 2nd Street, Suite 450
Tulsa, OK 74103**

Bond Number _____ Principal _____

Annual Contract # _____

KNOW ALL MEN BY THESE PRESENTS: THAT WE, _____, as Principal and _____, as Surety, are held and firmly bound unto the City of Tulsa, Oklahoma (hereinafter called City), and unto the property owner making any private contracts with said Principal, or unto either of said parties in the sum of \$250,000.00 to be paid to City or to the said property owner and or materialmen and subcontractors as hereafter provided for which payment we do hereby bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally, by these presents.

THE TERM AND CONDITION of this obligation are such, that whereas the Principal is hereby duly permitted by City, to carry on the business of constructing various improvements within ARTERIAL STREETS, as well as all other rights-of-way and easements within City for a twelve month period following the Principal's annual contract with the City dated the _____ day of _____, 20____, extending, if applicable, through a twelve month warranty period per project approved by City.

NOW, THEREFORE, if Principal, in the construction of the projects being permitted so to do by an annual contract with City and having contracted to carry out the construction, shall conform strictly to all the requirements of law, including the ordinances of City applicable thereto; shall construct the project in accordance with the engineer's design, if applicable, and the standard plans and specifications adopted by City; shall pay all damages which may occur because of any defective or inferior workmanship or materials in any such structure which he may construct or shall repair or replace same provided such defective condition becomes evident before the end of the one-year guarantee period, which in no case will be less than one year from approval by City of the project; and shall pay any and all legal claims for labor, material, machinery, or equipment furnished for the work specified in any such contract, then these presents shall be void; otherwise, they shall remain in full force and effect.

CANCELLATION: This bond may be cancelled by the Principal or the Surety upon giving written notice to the Director of Development Services of the intention to effect cancellation. Cancellation shall be effective no sooner than thirty (30) days from the date of the written acknowledgement of receipt of the notice signed by the Director of Development Services.

Cancellation shall not impact the Surety's obligations hereunder as applied to all work commenced and/or completed prior to the effective date of cancellation.

Cancellation shall impact only such obligations of the Surety that would have arisen on work not yet commenced prior to the effective date of cancellation.

NON-STACKING OF COVERAGE: The coverage provided by this Bond is attached to the City of Tulsa Annual Contract # _____ and is limited to work commenced during the time covered by said contract. Coverage is not subject to accumulation (stacking) due to any additional or subsequently signed contracts.

All work in the public right-of-way shall be guaranteed free from defects for a period of one year after approval by City.

The authority of Principal to continue to carry on the business of constructing the project shall terminate upon completion of the one-year warranty period.

Major construction projects shall require a separate two (2) year Maintenance Bond as provided by ordinance.

IN WITNESS WHEREOF, the said Principal has caused this bond to be executed in its name, and the said Surety has caused this bond to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, on this ____ day of _____, 20__.

(If Corporation)

ATTEST:

Secretary

(seal)

Principal

By: _____
Title: (please check appropriate box below)

- President Vice-President Manager
- Individual Other: _____

Surety
By: _____
Attorney-in-fact

APPROVED AS TO FORM, THIS ____ day of _____, 20__.

Assistant City Attorney

NOTE: Date of Bond must not be prior to date of Contract. Surety companies executing bonds must appear on the State Insurance Department's most current Annual Report, and be authorized to transact business in Oklahoma.



**CITY OF TULSA
APPLICATION FOR ANNUAL
CONTRACTOR'S CONTRACT FOR
INFRASTRUCTURE DEVELOPMENT PROCESS
(IDP)**

Please print or type. Incomplete applications will be rejected.

Date: _____

Name of Company _____ **Account Number** _____

Type of Legal Entity: Corporation Partnership LLC Other

Phone _____ **FAX** _____

Address _____ **City** _____ **State** _____ **Zip** _____

Point of Contact _____ **Phone** _____

Email _____

Level of Work: Major Construction and/or Minor Construction Arterial Right-of-Way (includes Minor Non-Arterial Right-of-Way)
(Requires \$250,000 Bond)
 Minor Construction Non-Arterial Right-of-Way
(Constructed using standard Design, Requires \$100,000 Bond)

Bonding Level: (Copy of Bond Required)
Bonding Company _____ Amount of Bond \$100,000 or \$250,000

Type of Work:

WATER *	SEWER	STORMWATER	TRAFFIC & TRANSPORTATION
<input type="checkbox"/> Water Main Extension	<input type="checkbox"/> New	<input type="checkbox"/> Detention	<input type="checkbox"/> Streets
<input type="checkbox"/> Revision	<input type="checkbox"/> Revision	<input type="checkbox"/> Floodplain	<input type="checkbox"/> Sidewalks/Driveways
<input type="checkbox"/> Taps	<input type="checkbox"/> Pipes/Channels		<input type="checkbox"/> Traffic Signalization
<input type="checkbox"/> Other _____			

City of Tulsa Construction Experience:

Other Construction Experience :

INSURANCE AND BONDS MUST BE ATTACHED FOR THE APPLICATION TO BE PROCESS.

Please Include:

- Application
- Copy of Owners Protection Insurance
- Copy of Workers Compensation Insurance (Must include a 30-day notice of cancellation & include the City of Tulsa as additional insured.)
- Copy of General Liability Insurance (Must include a 30-day notice of cancellation & include the City of Tulsa as additional insured.)
- Copy of Bond (Corporations require signature by a president or vice president; LLC's require signature by a manager or managing member.)
- \$250 Application Fee
- Signed Contract (Corporations require signature by a president or vice president; LLC's require signature by a manager or managing member.)
- Class D Water License (If Water is checked.)

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