

CONTRACT FOR URBAN ENGINEERING SERVICES

THIS AGREEMENT, entered into by and between the CITY OF BIXBY, OKLAHOMA, a municipal corporation, hereinafter called "City" and _____ hereinafter called "Engineer".

WITNESSETH:

WHEREAS, the Engineer has been employed to prepare all project plans and specifications and to provide certain engineering services during the construction of the hereinafter sometimes referred to as the "Project", upon easements and right-of-ways owned or controlled by the City; and

WHEREAS, the Engineer is desirous of obtaining the review and approval of the plans and specifications by the City of Bixby; and

WHEREAS, the City is willing to review the plans and specifications prepared by the Engineer under the hereinafter described terms and conditions.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the hereinafter set forth promises and covenants, the parties hereto mutually agree as follows, to wit;

1. The Improvements to be designed by the Engineer pursuant to this Contract shall generally consist of the following types of improvements.

which shall be located on the following described tract of land:

2. The Engineer shall, in conformity with the provisions of the City's Standard Specifications for Urban Engineering Services, including the City's current ordinances, design criteria, engineering design standards, policies, and procedures, which are hereby incorporated and made a part of this Contract by reference, prepare project plans, specifications, and other engineering documents as may be necessary for the proper construction of the project improvement, and shall perform all construction layout surveys, staking and periodic general construction supervision on the project improvements as they are constructed by the Owner and his Contractor.

3. The City shall review and approve the project plans, specifications, and other engineering documents for the construction of the project improvements prepared and submitted to the City by the Engineer. It is specifically understood and agreed that the City in reviewing and/or approving the Engineers project plans, specifications, and other engineering documents does not release the Engineer from indemnification and full responsibility for the project plans, specifications, other engineering documents, procedures, and performances.

4. The Engineer shall compensate the City for reviewing and approving plans and specifications for the project at the rate of Fifty Dollars (\$50.00) for each plan sheet submitted, except that the minimum charge for each project shall be One Hundred-fifty Dollars (\$150.00). Payment shall be due and payable upon presentation of the plans and specifications for the project for review by the City. PFPI plan review and permit fees are waived for governmental entities. No fees shall be collected by the City of Bixby on any public work or improvement performed by or for any city, county, state, or federal governmental entity; provided however, that this exemption shall not constitute waiver of any

ordinance requiring the issuance of such permits, and it shall apply only to such permits issued directly to the governmental entity involved.

5. The Engineer hereby covenants that he is a Registered Professional Engineer in the State of Oklahoma at the time of execution of this Contract, and should the Engineer cease to be a Registered Professional Engineer prior to completing performance of the terms and conditions of this Contract, the Engineer shall immediately notify the City and shall engage a Registered Professional engineer acceptable to the City to complete performance of the promises and covenants contained herein.

6. The Engineer further covenants and agrees that he maintains and is covered by Professional Liability Insurance in accordance with the Standard Specifications for Urban Engineering Services and at no time limits of not less than \$100,000, and that he will maintain same in continuous force and effect for a period of not less than three (3) years from and after final acceptance of the project herein, and indemnify and hold harmless the City from any liability directly or indirectly arising from the Engineer's performance.

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

Executed by the City of Bixby, Oklahoma, on the _____ day of _____, 20____.

Executed by the Engineer on the _____ day of _____, 20____.

CITY OF BIXBY, OKLAHOMA
a municipal corporation

By _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

APPROVED:

Public Works Director

Engineer

By _____
Title:

ATTEST:

Secretary

**CITY OF BIXBY, OKLAHOMA
STANDARD SPECIFICATIONS
FOR
URBAN ENGINEERING SERVICES**

SECTION 1 – GENERAL PROVISIONS

1.01 INSURANCE AND INDEMNITY

The Engineer shall carry and keep in force during this Contract policies of Insurance in minimum amount as set forth below or as required by the Laws of the State of Oklahoma:

Public Liability:

Bodily injury, each person	\$100,000
Bodily injury, each accident	\$1,000,000
Property damage, aggregate	\$100,000
or Combined single limit	\$1,000,000
Employers Liability and Workers Compensation	Statutory Limit

Automobiles and trucks, owned hired and non-owned:

Bodily injury, each person	\$100,000
Bodily injury, each accident	\$1,000,000
Property damage, aggregate	\$100,000
or Combined single limits	\$1,000,000
Engineer’s Professional Liability Insurance	\$100,000
with prior Acts Endorsement	

Certificates showing the Engineer is carrying the above-described insurance in at least the above specified minimum amounts shall be furnished to the City prior to the execution of the Contract. The Certificate of Public Liability insurance shall show the City of Bixby endorsed as a named insured under the policy. Certificates of Professional Liability insurance shall be submitted on the anniversary dates thereof, showing that coverage is maintained in continuous force and effect for a period of three years following final acceptance of the project by the City of Bixby. Said Certificates shall further provide that such insurance will not be cancelled by the insurer without the insurer first giving the City ten (10) days’ written notice of cancellation.

1.02 PROFESSIONAL LIABILITY INSURANCE

The Engineer shall carry professional liability insurance coverage in the following amounts:

<u>Project Category</u>	<u>Minimum Insurance Coverage</u>
Studies and Reports	\$ 100,000.00
Construction Projects	
Less than \$ 500,000 costs	\$ 100,000.00
\$ 500,000 to 1,000,000 costs	\$ 250,000.00
More than \$ 1,000,000 costs	\$ 500,000.00

The City of Bixby may require professional liability insurance coverage in a greater amount if it is in the best interest of the public and the greater amount is approved by the City Council.

The duration of the professional liability insurance coverage for the construction projects shall extend for three (3) years from the date of the City’s final acceptance of the completed construction project.

1.03 PLANS AND RECORDS

The City shall, upon request, provide the Engineer with one copy of any preliminary plans, photographs, reports, calculations, topographic surveys, utility location plats

and other pertinent public records currently in possession of the City and applicable to the work, provided the City is reimbursed for any cost of reproduction by Engineer.

1.04 The Engineer shall furnish the City with copies of data, field notes and studies utilized as instruments of service is requested for reproduction by City.

1.05 TRANSFERS

The Engineer shall not assign, sublet or transfer any interest in the work covered by this Engineering Agreement without the prior written consent of the City. The consent to assign or sublet any portion of work shall not relieve the Engineer from his primary responsibility for the performance of that portion of the work so transferred.

1.06 REVIEWS AND ACCEPTANCES

All preliminary and detailed designs, plans, specifications, estimates and other documents prepared by the Engineer shall be subject to Review and Acceptance by the City.

Acceptance by the City shall NOT relieve the Engineer from indemnification and full responsibility for the project plans, specifications, other engineering documents, procedures, performances, and of his professional obligation to correct any defects or errors in his work at his own expense.

1.07 APPEARANCES AND CONFERENCES

The Engineer shall provide adequate representation at design conferences as may be requested by City in connection with the work or the project.

The Engineer shall confer with the City at any time with respect to interpretation of plans, correction of errors and omissions, and preparation of such additional drawings or specifications as may be required as the work and project progresses.

1.08 PENALTIES

In the event the Engineer fails to comply with any of the provisions of the Agreement for Urban Engineering Services, the Engineering Department shall not consider entering into any subsequent agreements with the Engineer.

SECTION 2 – CONSTRUCTION CONTRACT PLANS

2.01 GENERAL PURPOSE, REQUIREMENTS AND OBJECTIVES

The Construction Contract Plan shall provide the City with adequate general plans, design details, construction specifications, and related documents from which contractor may construct the Project.

A preliminary plan which approval is necessary before the actual Construction Contract Plans are developed shall, in general, resolve all fundamental location and design problems and delineate them in such a manner as to permit the preparation of final detailed Construction Contract Plans.

2.02 EXISTING INFORMATION AND DATA

The Engineer shall:

- a. Provide all professional services necessary to evaluate and coordinate existing information and data, which will be necessary in the preparation of detailed Construction Contract Plans.
- b. Develop new information and refine existing information and data to current status to comply with the requirements of these Specifications.
- c. Secure appropriate current City written approval of the proposed preliminary plan development criteria and procedure.

2.03 CONSTRUCTION CONTRACT PLANS

The Engineer shall:

a. Prepare detailed Construction Contract Plans, in both horizontal and vertical dimensions, properly dimensioned, showing all existing topographical features, surface and subsurface facilities as determined by field surveys or as verified by utility or facility owners. These plans shall be prepared in accordance with current design practices of the City of shall include title sheets, typical sections, general notes, and summaries of quantities shall be separated as may be required to meeting financing requirements and properly symboled in accordance with the Standard Construction and Material Specifications. Plan and profile showing alignment and grade with locations of right of way lines shall also be included. Plans shall be accompanied by such other documents as may be required, and they shall also conform with the requirements of applicable portions of the City's Construction and Material specifications, Design Criteria, Standard Construction Drawings, Specifications for Subsurface Investigations and plan preparation procedures and other directives of instruction of the City.

b. Provide, in connection with utilities, the following:

Each affected company with an early notification concerning contemplated work and furnish each company-approved preliminary plans. Arrangements shall be made with each affected company for a plan showing its existing and proposed facilities in relation to the existing and proposed construction and submit each plan to the City for approval. The Engineer shall, when instructed, incorporated utility revision plans in the construction plans, and shall secure from the utility company a detailed estimate of its cost for making changes prepared in accordance with the requirements of the City.

c. Prepare off-site right-of-way plans and descriptions, or bring to current status an existing property map and right-of-way plan or descriptions, all in conformance with the requirements set forth in these Specifications and other instructions issued by the City. More specifically, the Engineer, in developing the right-of-way plan shall:

1. Prepare a preliminary right-of-way plan for field review and approval immediately following approval of alignment and profile showing centerline of survey, estimated construction limits, property lines, parcel numbers, ownership of record, recommended right-of-way limits and existing right-of-way limits. The preliminary right-of-way plans shall be prepared to a scale of one (1) inch equals one hundred (100) feet. In congested or urban subdivided area where one hundred (100) foot scale is unsuitable, the right-of-way plans shall be prepared to a scale of one (1) inch equals twenty (20) feet. The preliminary plans may be a print of pencil tracings appropriately marked to avoid confusion with the final right-of-way plans.

2. The final right-of-way plan shall be developed concurrently with the detailed Construction Contract Plan, and shall be completed with prints thereof submitted ten (10) days prior to the Field and Office Check. The property map and summary of additional right-of-way required shall be a part of the final right-of-way plan. Property lines are to be determined and shown on the plan accurately enough that a proper legal description can be written therefrom without reference to other material. In addition to the right-of-way plan information in subparagraph (1) above, the final right-of-way plan shall show the beginning and end of project, match lines and numbers of matching sheets. To facilitate use of the right-of-way plan independently from the other sections of the Construction Contract Plan, right-of-way plan sheet numbers a separate series of numbers for sheets comprising the right-of-way plan proper. When prints or reproducible tracings of right-of-way plans are furnished separately, they shall include the Construction Plan title sheet, showing vicinity map and legend of symbols used. Final right-of-way plans shall reflect the latest information available, all plan revisions, and all approved changes in right-of-way to be acquired.

Legal descriptions shall be prepared for all remaining parcels of property to be acquired and submitted concurrently with the final right-of-way plans.

3. The Engineer shall, upon request, prepare appropriation plats in accordance with the foregoing.
- d. The Engineer shall submit the final plans to City for review, together with its recommendations regarding final acceptance, as follows:
1. Plans, elevations and details, unless otherwise specified, shall be presented on sheets twenty-two (22) inches by thirty-four (34) inches in overall size developed at appropriate scale showing all horizontal and vertical information in sufficient detail to permit construction staking on the ground and to indicate and delineate all details necessary for the construction of the complete facility by a construction contractor.
 2. The required number of copies of the completed Construction Contract Plan and other necessary documents shall be assembled and presented, and necessary personnel familiar with each design phase or detail shall be assigned to accompany and consult with City upon field Office Conference at times designated by the City.
 3. All changes and modifications required by the City as a result of Field and Office Conferences shall be made, and acceptable reproducible tracings of the detailed construction Contract Plans and other necessary documents shall be delivered to the City.
 4. All things required shall be submitted to the City with a transmittal letter providing a brief narrative summary of the pertinent facts concerning the development of the Project. The letter shall advise the city of any special unusual features of design or construction of the Project.

2.04 CITY'S OBLIGATION

The City shall review all of the Engineer's submissions and transmit to the Engineer the dates of Acceptance for all submissions, or, if a submission is not acceptable, a statement of the changes to be incorporated prior to Acceptance thereof.

SECTION 3 – CONSTRUCTION SUPERVISION

3.01 GENERAL PURPOSE, REQUIREMENTS AND OBJECTIVES

The purpose of supervision of construction by the Engineer is to assure that the Project shall be constructed in a good and workmanlike manner and in accordance with the plans, specifications and other contract documents.

It shall be the Engineer's obligation to achieve this purpose and his obligation shall include, but not be limited to, the matters set forth in these specifications.

3.02 ENGINEER'S SUPERVISORY OBLIGATIONS

The Engineer shall perform the following in connection with the construction:

- a. Construction layout surveys and consultations and advice during construction.
- b. Visits to the site of the construction at such frequent intervals as may be necessary, during construction but a minimum of weekly visits or as required by the Engineering Department.
- c. Review and check, following the award of a construction contract, the shop drawings of installed equipment, structural agreements and erection plans for

each structure designed by the Engineer. Such checking shall verify the conformance of shop drawings with design drawings.

- d. Review, approve, and certify periodic pay requests submitted by the Contractor for payment for work performed on the Project. This shall include, but not limited to, verifying materials stored on site, quantities, and work performed. The Engineer shall not approve and/or certify any payment for work not performed, materials not stored at the site and/or or work in non-compliance with the requirements of the City of Bixby.
- e. Preparation of supplementary detailed drawings, together with specifications pertaining thereto when required.
- f. Providing contract drawings as necessary to show the work as actually constructed by furnishing the City a set of "Records" drawings on linen in ink (India) or Mylar .003" base on autopositive matte, both sides, black-lines film with lined side up and no alterations (diaz processes will be acceptable within (10) days of final inspection).
- g. Assistance to the City in start-up and testing of installed equipment.
- h. Certification of "Record" quantities.
- i. Accompany representative of the City in the Final Inspection of the project.
- j. Submit any soils analysis reports as required before or during construction.
- k. Provided all staking for control of alignment and grade necessary for the satisfactory construction of the project and additional staking as required by the Engineering Department.

3.03 CHANGE ORDERS DURING THE COURSE OF CONSTRUCTION

- a. If during the course of construction it becomes necessary to change the detailed plan of construction due to unforeseen obstructions, conflict with other utilities, other agencies or circumstances, or conditions not anticipated prior to the award of the Construction Contract, the Engineer shall prepare the necessary Change Orders and Revised Plans in order to effect the necessary changes in construction.
- b. The Engineer, during the course of preparation of necessary Change Orders, shall coordinate the revised plans with all affected agencies or firms on which original coordinated approval was secured in these specifications prior to approval by the City of the necessary Change Order.
- c. The Engineer shall carry out the necessary negotiations with the Construction Contractor prior to presentation to the City of the Change Order for approval. Following approval by the Construction Contractor, the Engineer shall present same to the City in accordance with the established procedures for approval of the original Construction Contract as covered in those specifications.