

CONTRACT
CITY OF BROKEN ARROW
NEW TRAFFIC SIGNAL DESIGN AT HILLSIDE DRIVE AND 23RD STREET
PROFESSIONAL CONSULTANT CONTRACT (TS1901)

1. Architect/Engineer Firm:

- a. Name: Traffic Engineering Consultants, Inc.
- b. Telephone No.: 918-481-8484
- c. Address: 6931 South 66th East Avenue, Suite 100, Tulsa, OK 74133

2. Project Title and Location: New Traffic Signal at the Intersection of Hillside Drive and 23rd Street (193rd E Ave)

3. Contract for: Professional traffic engineering services for design and preparation of bid documents for a new traffic signal at the intersection of Hillside Drive and 23rd Street (193rd E. Ave.) on the border of Tulsa and Wagoner Counties Oklahoma.

4. Contract Data:

- a. Contract Amount: Eighteen Thousand Two Hundred and No/100 Dollars (\$18,200.00).
- b. Liquidated Damages: N/A.
- c. The total time allowed for contract completion is 75 calendar days.

5. The City of Broken Arrow (“City”), represented by the City Manager, and the Consultant, identified in paragraph 1 agree to perform this contract in strict accordance with the clauses, provisions, and the documents identified as follows, all of which are made part of this contract. In the event of conflict, these documents shall be interpreted in the following order:

- a. This Contract
- b. Duly Authorized amendments to this Contract
- c. Special Provisions attached to this Contract
- d. General Provisions set out in this Contract

6. Contract approved by the City Manager on: _____

**CITY OF BROKEN ARROW
NEW TRAFFIC SIGNAL DESIGN AT KENOSHA STREET AND MIDWAY ROAD
PROFESSIONAL CONSULTANT CONTRACT**

The City of Broken Arrow, an Oklahoma Municipal Corporation (City) and Traffic Engineering Consultants, Inc. (Consultant) with his principal place of business located at 6931 S. 66th E. Ave., Suite 100, Tulsa, Oklahoma 74133, hereby enter into the following Contract:

The City Manager representing the City desires to employ the professional services of the Consultant to provide traffic engineering services for the design of a new traffic signal as outlined in the work plan.

The Consultant shall perform all duties, responsibilities and requirements set out in the Professional Services Contract for New Traffic Signal at the Intersection of Hillside Drive and 23rd Street, attached hereto and made a part hereof.

These duties, responsibilities and requirements shall begin upon the execution of this Contract and shall be completed within Seventy-Five (75) calendar days.

It is agreed that the Consultant shall be compensated at the rate of Eighteen Thousand Two Hundred and No/100 Dollars (\$18,200.00) for the entire Scope of the Professional Services rendered. The Consultant shall submit invoices, requesting payment for services rendered, monthly to the Engineering Division Manager in accordance with the progress of the work. The invoices shall be in a format satisfactory to the Engineering Division Manager. Payment will be made following the first eligible City Council meeting occurring after the date on the invoice.

The Consultant agrees that this professional service shall be treated as an important service to the City and also agrees to commit the time necessary to perform the professional services in a professional manner.

The parties agree that the Consultant's position is not a traditional City employee position, therefore the foregoing constitutes all the benefits and other forms of compensation due the Consultant, acting in the role of an independent contractor, and therefore ineligible for all other benefits paid to regular full-time City employees. The Consultant agrees to abide by and comply with all of the City's Administrative Policies.

The Consultant shall acquire all insurance policies required for professional liability insurance, auto insurance, and/or health insurance. The Consultant shall be responsible for his own vehicle expenses and any other indirect costs incurred in fulfilling the stated contract requirements.

The foregoing Professional Services Contract supersedes all previous negotiations and may not be modified except by a written order executed by the parties hereto.

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

Approved as to form:

City of Broken Arrow, Oklahoma
A Municipal Corporation

Lesli Myers
Assistant City Attorney

By: _____
Michael L. Spurgeon, City Manager

Attest:

Date _____

City Clerk [Seal]

Traffic Engineering Consultants, Inc.

By: *Todd E. Butler*
6931 S. 66th E. Ave., Suite 100
Tulsa, OK 74133

Attest:
[Signature]
Corporate Secretary (Seal)

Date: *6/25/18*



VERIFICATIONS

State of Oklahoma)
) ss.
County of Oklahoma)

Before me, a Notary Public, on this 25th day of June 2018, personally appeared Todd E. Butler, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: _____ (Please circle or specify)) of Traffic Engineering Consultants, Inc. and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

5-22-20

Teri Moore
Notary Public



**CITY OF BROKEN ARROW
NEW TRAFFIC SIGNAL DESIGN AT HILLSIDE DRIVE AND 23RD STREET
PROFESSIONAL CONSULTANT CONTRACT (TS1901)**

SPECIAL PROVISIONS ATTACHMENT

**SPECIAL PROVISIONS
PROJECT NUMBER**

SP - 1.0 SCOPE OF THE PROJECT:

1.1 Project Name. New Traffic Signal at the Intersection of Hillside Drive and 23rd Street.

SP- 2.0 SERVICES OF THE CITY: THE CITY WILL:

2.1. Furnish to Consultant all data, in its possession, necessary for the service provider to complete the contract requirements.

- Any 23rd Street roadway plans for this intersection from the previous widening project
- Plats for all platted corners
- Guidance as to the expected future footprint for this intersection

2.2. Designate in writing a person to act as its representative in respect to the work to be performed under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this agreement.

SP -3.0 SCOPE OF SERVICES: THE CONSULTANT SHALL:

3.1.1 As outlined in the following work plan. The Consultant will submit a revised work schedule after this Contract has been signed.

3.1.2 Secure a topographic survey of the intersection by use of a sub-consultant survey firm.

3.1.3 Design traffic signal with pole layout based on expected future intersection footprint. Attempt will be made to locate controller, poles, and pull boxes outside future curb lines but within existing right-of-way. Pedestrian signals, crosswalks, and wheelchair ramps will be included in this project. No roadway improvements are expected to occur in conjunction with this project.

3.2 Schedule.

3.2.1 Survey, counts and capacity analysis complete 30 days after Notice to Proceed.

3.2.2 Preliminary plans complete 45 days after Notice to Proceed.

3.2.3 Final plans complete 75 days after Notice to Proceed (includes 10 days for City review of preliminary plans).