

**AGREEMENT SUMMARY
CITY OF BROKEN ARROW
20TH STREET - HILLSIDE DRIVE INTERSECTION & CORRIDOR STUDY
PROFESSIONAL CONSULTANT AGREEMENT
PROJECT NO. ST25340**

1.0 Professional Consulting Firm:

1.1 Name: Kimley-Horn and Associates, Inc
1.2 Telephone No.: 918.209.3191
1.3 Address: 1437 S. Boulder Ave., Suite 930
Tulsa, OK 74100

2.0 Project Name/Location: 20th Street - Hillside Drive Intersection & Corridor Study, Broken Arrow, OK

3.0 Statement of Purpose: CONSULTANT understands that the OWNER has retained their professional services to perform a traffic study and design improvements to the N. 20th Street and E. Hillside Drive corridor, Broken Arrow, OK. These services shall include, but not be limited to, the following: perform traffic analysis and conceptual planning including intersection alternatives, evaluation of alternatives and potential footprint, conceptual design for the preferred alternative, high level drainage/utility relocation/stormwater impacts and evaluation, and coordination to develop a conceptual planning report documenting the analysis, findings, and CONSULTANT'S recommendation.

4.0 Agreement Summary:

4.1	Original Agreement Amount:	\$ 88,000.00
	TOTAL AGREEMENT AMOUNT	\$ 88,000.00
4.2	Agreement Time:	91 calendar days
4.3	Estimated Construction Cost:	TBD

5.0 Agreement Approved by the Owner on: April 7, 2026

**AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
KIMLEY-HORN AND ASSOCIATES, INC.
FOR
20TH STREET - HILLSIDE DRIVE INTERSECTION & CORRIDOR STUDY
PROJECT ST25340**

This AGREEMENT, including Attachment A through Attachment E, between the City of Broken Arrow (OWNER) and Kimley-Horn and Associates, Inc., (CONSULTANT);

WITNESSETH:

WHEREAS, OWNER intends to perform a traffic study and design improvements to the N. 20th Street and E. Hillside Drive corridor (PROJECT) for which, OWNER has requested that CONSULTANT provide certain professional services as required and,

WHEREAS, CONSULTANT is qualified and capable to provide the professional services required;

NOW, therefore, in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree as follows:

ARTICLE 1 - EFFECTIVE DATE

This AGREEMENT shall be effective upon signature of both parties.

ARTICLE 2 - GOVERNING LAW

This AGREEMENT shall be governed by the laws of the State of Oklahoma and venue for any action concerning this Agreement shall be in the District Court of Tulsa County, Oklahoma.

ARTICLE 3 - SERVICES TO BE PERFORMED BY CONSULTANT

CONSULTANT shall perform the SERVICES described in Attachment A, Scope of Services. If construction phase services are included, the CONSULTANT shall be the OWNER'S agent and representative to observe, record and report with respect to all services that are required or authorized by the construction documents. OWNER and CONSULTANT agree that the services to be performed under this AGREEMENT by the CONSULTANT shall be as an independent contractor.

ARTICLE 4 – ORGANIZATION OF SUBMITAL DOCUMENTS

CONSULTANT shall prepare the documents as described in Attachment B as part of this Agreement.

ARTICLE 5 - COMPENSATION

OWNER shall pay CONSULTANT in accordance with Attachment C, Compensation.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

OWNER shall be responsible for all matters described in Attachment D, OWNER'S Responsibilities and Special Conditions.

ARTICLE 7 - STANDARD OF CARE

CONSULTANT shall perform the SERVICES undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity, and with the applicable state laws, as well as the specific codes, regulations, design criteria and construction specifications adopted by the owner and other governing policies published and generally considered authoritative by CONSULTANT'S profession that are in effect at the time of performance of these SERVICES. CONSULTANT is obligated to perform professional services in accordance with the foregoing standard with respect to the laws, codes, regulations, design criteria and construction specifications that are applicable pursuant to this AGREEMENT.

ARTICLE 8 - LIABILITY

8.1 General. Having considered the potential liabilities that may exist during the performance of these SERVICES, the benefits of the PROJECT, and CONSULTANT'S fee for the SERVICES; and in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree to allocate and limit such liabilities in accordance with Article 10.

8.2 Indemnification. CONSULTANT agrees to defend, indemnify, and hold harmless OWNER, and its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by the negligent or intentional acts, errors, or omissions of CONSULTANT, its agents or employees. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of OWNER and CONSULTANT, or their agents or employees, then they shall be borne by each party in proportion to each entity's own negligence.

8.3 Consequential Damages. OWNER shall not be liable to CONSULTANT for any special, indirect, or consequential damages resulting in any way from the performance of the SERVICES such as, but not limited to, loss of use, loss of revenue, or loss of anticipated profits.

8.4 Survival. Upon completion of all SERVICES, obligations, and duties provided for in this AGREEMENT, or if this AGREEMENT is terminated for any reason, the terms and conditions of this Article 8 shall survive.

ARTICLE 9 - INSURANCE

During the performance of the SERVICES under this AGREEMENT, CONSULTANT shall maintain the following insurance:

- (1) General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate;
- (2) Automobile Liability Insurance, with a combined single limit of not less than \$1,000,000 for each person, not less than \$1,000,000 for each accident and not less than \$1,000,000 for property damage; and
- (3) Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate.

CONSULTANT shall furnish OWNER certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days written notice to OWNER. All PROJECT sub-consultants shall be required to name OWNER and CONSULTANT as certificate holders on their certificate of insurance for the PROJECT, and shall be required to indemnify OWNER and CONSULTANT to the same extent. CONSULTANT shall be held responsible to submit certificates of insurance for sub-consultants to OWNER prior to the sub-consultant's release to commence work.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

CONSULTANT shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the construction

of the PROJECT; or (2) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services.

ARTICLE 11 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS

CONSULTANT shall not at any time supervise, direct, control or have authority over any work performed by any employee, contractor or other agent of OWNER. CONSULTANT shall not be responsible for the acts or omissions of any employee, contractor or other agent associated with the PROJECT except for its own employees, subcontractors and other agents.

ARTICLE 12 - OPINIONS OF COST AND SCHEDULE

Since CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet PROJECT schedules, CONSULTANT'S opinion of probable costs and of PROJECT schedules shall be made on the basis of experience and qualifications as a professional. CONSULTANT does not guarantee that proposals, bids, or actual PROJECT costs will conform to OWNER'S cost estimates or that actual schedules will conform to OWNER'S projected schedules.

ARTICLE 13 - REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and details, reports, etc. prepared by CONSULTANT pursuant to this AGREEMENT are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by CONSULTANT or others on extensions of the PROJECT or on any other project. Any reuse or adaptation without prior written verification by the OWNER for the specific purpose intended will be at CONSULTANT'S sole risk and without liability or legal exposure to the OWNER. CONSULTANT shall defend, indemnify, and hold harmless the OWNER against all claims, losses, damages, injuries, and expenses, including attorney's fees, arising out of or resulting from such reuse.

ARTICLE 14 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by CONSULTANT as part of the SERVICES shall become the property of OWNER. CONSULTANT shall retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the SERVICES shall remain the property of CONSULTANT, but shall be provided to the OWNER, at no additional expense to the OWNER.

ARTICLE 15 - TERMINATION

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the either party to perform in accordance with the terms of this AGREEMENT. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may suspend performance of this AGREEMENT for OWNER'S convenience upon written notice to CONSULTANT. Upon restart, an equitable adjustment may be made to CONSULTANT'S compensation, if the period of suspension has created an economic hardship for the CONSULTANT.

ARTICLE 16 - DELAY IN PERFORMANCE

Neither OWNER nor CONSULTANT shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, abnormal weather conditions such as floods, earthquakes, fire; civil disturbances such as war, riots, or other civil epidemic; power outages, strikes, lockouts, work slowdowns, or other labor disturbances; sabotage; judicial restraint, and inability to procure permits, licenses, or

authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or CONSULTANT under this AGREEMENT.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

ARTICLE 17 - WAIVER

A waiver by either OWNER or CONSULTANT of any breach of this AGREEMENT shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 18 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if this AGREEMENT did not contain the particular portion or provision held to be void. The parties further agree to amend this AGREEMENT to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire AGREEMENT from being void should a provision which is of the essence of this AGREEMENT be determined void.

ARTICLE 19 - INTEGRATION

This AGREEMENT represents the entire and integrated AGREEMENT between OWNER and CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT.

ARTICLE 20 - SUCCESSORS AND ASSIGNS

To the extent permitted by Article 22, OWNER and CONSULTANT each binds itself and its successors and assigns to the other party to this AGREEMENT.

ARTICLE 21 - ASSIGNMENT

Neither OWNER nor CONSULTANT shall assign its duties under this AGREEMENT without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this AGREEMENT. Nothing contained in this Article shall prevent CONSULTANT from employing independent sub-consultants, associates, and sub-contractors to assist in the performance of the SERVICES. However, third party entities must comply with Article 9.

ARTICLE 22 - THIRD PARTY RIGHTS

Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than OWNER and CONSULTANT.

ARTICLE 23 - COMPLETION

CONSULTANT shall complete the services within the time frame outlined on Attachment E, Schedule, subject to conditions which are beyond the control of the CONSULTANT.

ARTICLE 24 - IMMIGRATION COMPLIANCE

24.1 Consultant shall demonstrate that they:

- 24.1.1 Have complied, and shall at all times during the term of this Contract, comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws”); and
 - 24.1.2 Have properly maintained, and shall at all times during the term of this Contract, maintain any and all employee records required by the U.S. Department of Homeland Security (“DHS”), including, without limitation, properly completed and maintained Form I-9s for each of the Consultants employees; and
 - 24.1.3 Have verified the employment eligibility for all employees hired on or after July 1, 2008 through DHS’s E-Verify system, and shall at all times continue to verify the employment eligibility of all employees hired during the term of this Contract; and
 - 24.1.4 Have required, and will at all times during the term of this Contract, require any sub-contractor utilized, hired or sub-contracted for by Consultant for the completion or undertaking of any duties, tasks or responsibilities under this Contract, to comply the requirements and obligations imposed by the Immigration Laws and set forth in Paragraph (I), parts (a), (b) and (c), above, with regards to each of the sub-contractor’s employees.
- 24.2 CONSULTANT will indemnify, defend and hold harmless OWNER against any loss, cost, liability, expense (including, without limitation, costs and expenses of litigation and reasonable attorney’s fees) demands, claims, actions, causes of action, liabilities, suits, damages, including special and consequential damages that arise from or in connection with, directly or indirectly, CONSULTANT’S failure, deliberate or negligent, to fulfill its obligations and representations regarding verifying the employment eligibility of its employees and the employees of any subcontractor utilized by CONSULTANT as set forth more fully in Paragraph 24.1 above.

ARTICLE 25 - FIREARMS INDUSTRY NONDISCRIMINATION

CONSULTANT certifies, pursuant to 21 O.S. § 1289.31, that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and that it will not so discriminate during the term of this AGREEMENT. This clause applies only if CONSULTANT is a company with at least ten (10) full-time employees and the AGREEMENT value is at least \$100,000 paid in whole or in part from City funds.

ARTICLE 26 - COMMUNICATIONS

Any communication required by this AGREEMENT shall be made in writing to the address specified below:

OWNER: City of Broken Arrow
 485 N. Poplar Avenue
 Broken Arrow, OK 74012
 Contact: Travis Small, P.E., CFM
 Transportation Division Manager

CONSULTANT: Kimley-Horn and Associates, Inc.
 1437 S. Boulder Ave., Suite 930
 Tulsa, OK 74100
 918.209.3191

Contact Name: Jeremy Stahle, P.E., CFM
 Project Manager, Tulsa Office

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of OWNER and CONSULTANT.

ARTICLE 27 – ELECTRONIC SIGNATURES

The OWNER and CONSULTANT agree this transaction may be completed by electronic means and an electronic signature on this AGREEMENT will be given the same legal effect as a handwritten signature and cannot be denied enforceability solely because it is in electronic form. If CONSULTANT signs this AGREEMENT electronically and/or submits documents electronically, CONSULTANT agrees to comply with OWNER'S requirements for submission of electronically signed and/or submitted documents.

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**ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
KIMLEY-HORN AND ASSOCIATES, INC.
FOR
20TH STREET - HILLSIDE DRIVE INTERSECTION & CORRIDOR STUDY
PROJECT ST25340**

SCOPE OF SERVICES

The following scope of services shall be made a part of the AGREEMENT dated the 7th of April 2026.

1.0 PROJECT UNDERSTANDING

CONSULTANT understands that the OWNER has retained their professional services to prepare a traffic study and conceptual design centered around the N. 20th Street and E. Hillside Drive corridor.

In addition, the CONSULTANT understands that the OWNER has **\$ 88,000** budgeted for this PROJECT that includes all professional consultant fees for the planning study. The CONSULTANT is required to keep the OWNER apprised of the PROJECT costs and advise the OWNER of necessary cost reduction measures, if required, during the course of the PROJECT.

Furthermore, CONSULTANT understands: The intent of this project is to evaluate multiple intersection improvement options. The goal of the project is to determine possible reconstruction options to improve mobility to support the proposed developments in the study area.

The intent of the analysis is to determine a preferred intersection design, develop test fit concepts, determine potential ROW/Utility impacts and opportunities, and develop a conceptual planning report. The conceptual planning report will discuss possible drainage impacts, franchise utility relocation impacts, right-of-way/easement impacts and the findings of the traffic/safety study. This contract may be amended for preliminary and final design.

2.0 PROJECT SCOPE

CONSULTANT shall perform traffic analysis and conceptual planning including intersection alternatives, evaluation of alternatives and potential footprint, conceptual design for the preferred alternative, high level drainage/utility relocation/stormwater impacts and evaluation, and coordination to develop a conceptual planning report documenting the analysis, findings, and CONSULTANT'S recommendation.

It is anticipated that the CONSULTANT may provide preliminary design, final design, and construction services by a future authorization as an amendment.

3.0 SCOPE OF SERVICES

3.1 DATA COLLECTION AND ANALYSIS PHASE: Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:

3.1.1 Collect traffic counts and field observations in the vicinity of the intersection:

- 6 hours of turning movement counts at up to seven (7) intersections along the E Hillside Drive and Kenosha Street, vehicle classifications (lights, mediums, and articulated trucks), and pedestrian and/or bicycle counts at the crosswalks. This includes the following intersections:
 - E Hillside Drive at N 9th Street
 - E Hillside Drive at N 10th Street
 - E Hillside Drive at N 20th Street
 - E Hillside Drive at N 23rd Street
 - E Kenosha Street at N 23rd Street
 - E Kenosha Street at N 20th Street
 - E Kenosha Street at Broken Arrow Expressway (Ramp)



- 3.1.2 Review historical Average Daily Traffic (ADT) via INCOG's website, ODOT historic traffic data, and OWNER provided traffic studies.
- 3.1.3 Evaluate Capacity Analysis for Planning of Junctions (CAP-X) Spreadsheet Tool for the intersection of E Hillside Drive at N 20th Street.
- 3.1.4 Evaluate design vehicle and accommodation vehicle to be considered for project with the OWNER
 - Use 2018 AASHTO vehicle templates, unless approved by the OWNER otherwise.
 - The largest anticipated vehicle shall be approved by the OWNER prior to design. A WB-62 will be considered the typical design vehicle for suburban and urban context, unless truck permit routing or nearby facilities dictate the need for a larger vehicle.
 - Use OWNER fire truck template for on-pavement checks.
- 3.1.5 Collect and review crash records for the subject intersections for the preceding five years using the ODOT's database and any OWNER provided records.
- 3.1.6 Develop an intersection model and perform intersection analysis using Synchro 12™.
 - Develop both existing traffic volumes and forecasted 2036 traffic volumes to determine the traffic demand at the intersection.
 - Evaluate up to three (3) intersection alternatives in the developed transportation analysis mode for the intersection of E Hillside Drive at N 20th Street. Evaluation shall include high level review of impacts to: overall footprint and right-of-way, utilities, stormwater, traffic/safety, constructability, etc.
 - Evaluate potential intersection capacity improvements at the other intersections.
 - Compare delay and Level of Service (LOS) operations between the models and alternatives
- 3.1.7 Submit one (1) PDF file of the Planning Level Corridor Traffic Study Memo for review by OWNER.
- 3.2 LAND SURVEY and GEOTECHNICAL SERVICES: Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:
 - 3.2.1 Check horizontal and vertical control necessary for the design and construction of the project including the establishment of reference points and benchmarks at each end and at interim points of the project and setting PK nails, at distances no greater than 500 feet between PK nails and at offset locations sufficient as to not be disturbed during construction, throughout the project. Control shall be in accordance with the OWNER'S Engineering Design Criteria.

- 3.2.2 Review all field surveys, including topographical, boundary, and aerial surveys, as necessary, for design of the project.
- 3.2.3 Research and field-verify (typically S.U.E. level "C"), the horizontal and vertical locations of all public and private utilities within the project boundary, which may be in conflict with the project and include in base survey along with all pertinent utility easements. It is incumbent upon CONSULTANT to determine if further investigation is necessary and advise OWNER of such need.
- 3.2.4 Review and Evaluate existing right-of-way and easements.
- 3.2.5 Determine preliminary ROW and easements needs for the proposed improvements.
- 3.2.6 Submit one (1) drawing on electronic media (latest AutoCAD version preferred by the City) and one (1) PDF file of the final survey review. This document provided to the OWNER will be regarded as the Design Survey.
- 3.2.7 Geotechnical investigation and testing to include:
 - Visual observations of the site
 - Coring of the existing pavement in four (4) locations within the reconstruction extents
 - Subsurface observations and testing of the existing subgrade soils at the four (4) pavement core locations via the use of a hand auger and Dynamic Cone Penetrometer (DCP) test to depths of 5 feet below existing site grades
 - Visual classification and laboratory testing of the soils encountered including one (1) Standard Proctor test and one (1) California Bearing Ratio (CBR) test and an overall assessment of the site.
 - Findings of the investigation will be reported in letter format and will include recommendations for earthwork including preparation of pavement subgrades as well as recommended pavement sections.
- 3.3 CONCEPTUAL DESIGN PHASE: Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:
 - 3.3.1 Based upon approval of planning level corridor traffic study memo from section 3.1.7 above, develop conceptual plan for the proposed intersection improvement option for 20th & Hillside Drive based on the recommended alternative. Improvements should be limited to within 500' of the intersection. Develop conceptual intersection concepts to estimate the footprint of potential improvements.
 - 3.3.2 Develop up to three (3) conceptual alternative routing plans for additional connectivity for intersection congestion, which may include:
 - Extension of N 15th Street, P Princeton Street N, or other parallel route improving connectivity
 - E Kenosha Street at Broken Arrow Expressway Terminals
 - Other identified alternatives routes as part of the study
 - 3.3.3 Identify estimated right-of-way required to accommodate potential intersection improvements at 20th & Hillside Drive.

- 3.3.4 Identify conceptual stormwater and utility relocation designs for 20th & Hillside intersection improvements.
- 3.3.5 Develop conceptual level Opinion of Probable Construction Cost (OPCC) summaries.
- 3.3.6 Submit one (1) PDF file of the Planning & Conceptual design, and OPCC using a 20% contingency.
- 3.3.7 Attend up to three (3) meetings with the OWNER/stakeholders to review the Conceptual Design Phase submittal and provide comments. Meetings may include
 - OWNER kickoff meeting
 - OWNER coordination meeting
 - OWNER comment review meeting

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**ATTACHMENT B
TO
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FOR
20TH STREET - HILLSIDE DRIVE INTERSECTION & CORRIDOR STUDY
PROJECT ST25340**

ORGANIZATION OF SUBMITTAL DOCUMENTS

The following constitutes a list of project deliverables, as required, and shall be part of an amendment to the AGREEMENT dated the 7th of April, 2026.

- 1.0 PLANNING AND CONCEPTUAL DESIGN PHASE:** The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:
- 1.1 Planning Level Corridor Traffic Study Memo;
 - 1.2 Conceptual Intersection Concepts;
 - 1.3 Conceptual Alternative Routing Plans for Additional Connectivity to Intersection Congestion;
 - 1.4 Opinion of Probable Construction Cost;

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**ATTACHMENT C
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20TH STREET - HILLSIDE DRIVE INTERSECTION & CORRIDOR STUDY
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COMPENSATION AND ADDITIONAL SERVICES

The following compensation and hourly rates shall apply as described in Attachment C and shall be made a part of the AGREEMENT dated the 7th of April 2026.

1.0 BASIC COMPENSATION

The basic compensation for the Professional Consultant to perform all duties and responsibilities associated with the Scope of Services as described in Attachment A shall be in accordance with the following payment breakdown:

- 1.1 Task 3.1. Data Collection and Analysis Phase
 - 1.1.1 The OWNER shall pay the CONSULTANT a lump sum amount of **\$3,500.00** for the completion of the Traffic Count Services. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
 - 1.1.2 The OWNER shall pay the CONSULTANT a lump sum amount of **\$21,000.00** for the Traffic Data Analysis Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.2 Task 3.2. Topographic Land Survey and Geotechnical Services
 - 1.2.1 The OWNER shall pay the CONSULTANT a lump sum amount of **\$12,600.00** for the completion of the Land Survey. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
 - 1.2.2 The OWNER shall pay the CONSULTANT a lump sum amount of **\$6,600.00** for the completion of the Geotechnical Services. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.3 Task 3.3. Planning and Conceptual Design Phase
 - 1.3.1 The OWNER shall pay the CONSULTANT a lump sum amount of **\$44,300.00** for the completion of the Planning And Conceptual Design Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

2.0 ADDITIONAL SERVICES BASED ON TIME

The hourly rates set forth below include all salaries, benefits, overhead and other indirect costs including federal, state, and local taxes, plus profit and effective through June 30, 2026.

Analyst	\$145 - \$230
Professional	\$230 - \$260
Senior Professional I	\$270 - \$345
Senior Professional II	\$360 - \$430
Senior Technical Support	\$130 - \$310
Support Staff	\$95 - \$160
Technical Support	\$110 - \$180

3.0 REPRODUCTION

All charges for reproduction shall be included in Basic Compensation Fee of the Professional Consultant. No separate payment will be made for these expenses.

4.0 MILEAGE

All direct costs shall be included in the Basic Compensation of the Professional Consultant. No separate payment will be made for these expenses.

5.0 DIRECT COSTS

All direct costs shall be included in the Basic Compensation of the Professional Consultant. No separate payment will be made for these expenses.

6.0 ADJUSTMENT CLAUSE

The rates and costs described in this AGREEMENT shall not be revised annually, unless mutually agreed upon by both parties.

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**ATTACHMENT D
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OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS

The following list of special OWNER'S responsibilities and contract special conditions shall be made a part of this AGREEMENT dated the 7th of April 2026.

1.0 OWNER'S RESPONSIBILITIES

- 1.1 OWNER shall furnish to CONSULTANT all available information pertinent to the PROJECT including previous reports and any other data relative to design and construction of the PROJECT;
- 1.2 OWNER shall furnish to CONSULTANT all public utility information available relative to the design and construction of the PROJECT. Consultant topographical survey shall locate all utilities above and below ground for exact location;
- 1.3 OWNER shall furnish to CONSULTANT list of codes adopted by the municipality as well as subdivision regulations, design criteria and construction standards and specifications that may be pertinent to the design and construction of the PROJECT;
- 1.4 OWNER shall be responsible for all permit fees, including USACOE, DEQ and FEMA fees, and for all reproduction costs associated with the bidding of the final approved construction documents required for the construction of this PROJECT;
- 1.5 OWNER shall be responsible for all land/easement acquisition costs and filing of the required legal documents, if necessary; and
- 1.6 OWNER shall examine all studies, reports, sketches, estimates, specifications, plan drawings, proposals, and other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the SERVICES of the CONSULTANT.

2.0 SPECIAL CONDITIONS

- 2.1 None

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**ATTACHMENT E
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PROJECT SCHEDULE

The following schedule shall be made a part of the AGREEMENT dated the 7th of April 2026.

1.0 PLANNING AND CONCEPTUAL DESIGN PHASE:

- 1.1 Notice to Proceed:
- 1.1a Collection of Traffic Data: 14 calendar days
- 1.1b Collection of Topographic Survey and Geotechnical Services: 28 calendar days
- 1.2 Preparation of Planning Level Corridor Traffic Study Memo from Receipt of Traffic Counts: 21 calendar days
- 1.3 Owner Review: 7 calendar days
- 1.4 Based on the Preferred Alternative Selected, Develop the Conceptual Intersection Concept: 21 calendar days
- 1.5 Owner Review: 14 calendar days
- 1.6 Preparation of Final Corridor Traffic Study Memo and Conceptual Intersection Concepts: 14 calendar days
- 1.7 Total: 91 calendar days

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