

**CONTRACT  
CITY OF BROKEN ARROW  
2017 UPDATE OF TRANSPORTATION SYSTEM OPERATIONAL ANALYSIS  
PROFESSIONAL CONSULTANT CONTRACT  
PROJECT NUMBER 175210**

**1. Architect/Engineer Firm:**

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

**2. Project Title and Location:** 2017 Update of Transportation System Operational Analysis, City-Wide

**3. Contract for:** Professional traffic engineering services to conduct a 2017 update of the 2014 City of Broken Arrow Transportation system Operational Analysis for Section-Line Arterial Roadways and Section-Line Arterial Intersections.

**4. Contract Data:**

- a. Contract Amount: Fifty-Seven Thousand Three Hundred and No/100 Dollars (\$57,300.00).
- b. Liquidated Damages: N/A.
- c. The total time allowed for contract completion is 180 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 Council on:** \_\_\_\_\_

**CITY OF BROKEN ARROW**  
**2017 UPDATE OF TRANSPORTATION SYSTEM OPERATIONAL ANALYSIS**  
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The City of Broken Arrow, an Oklahoma Municipal Corporation (City) and Traffic Engineering Consultants, Inc. (Consultant) with its principal place of business located at 6931 South 66<sup>th</sup> East Avenue, 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 to collect new traffic count data and to conduct a traffic signal warrants analysis as detailed in the attached Consultant Proposal.

The Consultant shall perform all duties, responsibilities and requirements set out in the Professional Services Contract to conduct a 2017 update of the 2014 City of Broken Arrow Transportation System Operational Analysis for Section-Line Arterial Roadways and Section-Line Arterial Intersections.

These duties, responsibilities and requirements shall begin upon the execution of this Contract and shall be completed within One Hundred Eighty (180) calendar days.

It is agreed that the Consultant shall be compensated at the sum of Fifty-Seven Thousand Three Hundred and No/100 Dollars (\$57,300.00) for the entire Scope of the Professional Services rendered. The Consultant shall submit an invoice requesting payment for services rendered, to the City's Project Engineer in accordance with the progress of the work. The invoices shall be in a format satisfactory to the City's Project Engineer. 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

[Signature]  
Kim Slinkard, Assistant City Attorney

By: \_\_\_\_\_  
Michael L. Spurgeon  
City Manager

Attest: \_\_\_\_\_  
City Clerk [Seal]

Date \_\_\_\_\_  
Traffic Engineering Consultants, Inc.

By: [Signature]  
Wayne Russell, P.E., PTOE Sr. Vice  
President

Attest: [Signature]  
Corporate Secretary (Seal)

Date: 6/1/17



**VERIFICATIONS**

State of Oklahoma )  
                          ) ss.  
County of Tulsa    ) *Okla*

Before me, a Notary Public, on this 1st day of June 2017, personally appeared Wayne Russell, 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



[Signature]  
Notary Public

**CITY OF BROKEN ARROW  
2017 UPDATE OF TRANSPORTATION SYSTEM OPERATIONAL ANALYSIS  
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**SPECIAL PROVISIONS ATTACHMENT**

**SPECIAL PROVISIONS**

**SP - 1.0 SCOPE OF THE PROJECT:**

1.1 Project Name: 2017 update of the 2014 City of Broken Arrow Transportation system Operational Analysis

**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.

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 Update Inventory.

3.1.1 Update the inventory of intersection traffic control. This inventory will include all signalized intersections, whether or not they are at section-line arterial intersections.

3.1.2 This inventory will also identify funded intersection projects which are not yet constructed.

3.2 Collect Peak Hour Intersection Turning Movement Data.

3.2.1 Collect new peak hour turning movement counts at all section-line arterial intersections between 7:00 and 9:00 a.m. and between 4:00 and 6:00 p.m. This is estimated to be 70 intersections.

3.3 Review the City's Published 2015 Arterial Roadway Traffic Counts.

3.3.1 Review the City's 2015 counts to identify suspicious volumes that would appear to be possibly inaccurate.

3.3.2 Consultant will recount all locations identified with suspicious volumes (assumed to be 20 to 30 locations based on a preliminary review).

3.4 Develop Forecast Traffic Volumes.

3.4.1 Increase City's 2015 volumes to 2018 volumes using 1.5% annual growth rate.

3.4.2 Develop forecast volumes for each arterial roadway segment and each section-line arterial intersection for the target years of 2023 (5-year) and 2028 (10-year) using a 1.5% annual growth rate.

3.5 Evaluate Levels of Service.

3.5.1 Identify operational levels-of-service for all section-line arterial roadway segments and for all section-line arterial intersections for 2018, 2023, and 2028.

3.6 Develop List of Highest Priority Roadway and Intersection Projects.

3.6.1 Develop list of highest priority roadway and intersection projects with documented justification.

3.7 Evaluate Indian Springs Sports Complex Special Event Weekend Traffic.

3.7.1 Collect traffic count data on Aspen Avenue between the Creek Turnpike and the Indian Springs Sports Complex and Jasper Street on both sides of the Aspen-Jasper intersection, on a weekend when a large special event is scheduled. City will provide possible dates for the traffic counts.

3.7.2 Identify the level-of-service provided by the 2-lane segment of Aspen Avenue between Tucson and Jasper Streets, compared to the 4-lane divided segment south of Jasper Street and the 5-lane segment north of Tucson Street. Also identify the level-of-service provided by the 2-lane segment of Jasper Street on both sides of the Aspen-Jasper intersection.

3.8 Prepare Report.

3.8.1 Prepare draft report to document and summarize all findings and recommendations.

3.8.2 Following City review, make revisions required and prepare final report.

**SP - 4.0 CONSULTANT FEE:** The lump sum fee to conduct the study as described in paragraph 3 is \$57,300.00. Any additional services added during the course of the study will be billed on an hourly basis according to the attached rate schedule (Exhibit A). No additional work will be undertaken without prior approval of the City. The project will be billed monthly based on the percent complete.

**SP - 5.0 CONTRACT TIME:** The estimated time required to complete the study and provide a draft report is 120 calendar days. The total time required to provide a final report is 180 calendar days. Traffic counts will be conducted after school is in session in September 2017. Notice to Proceed will be issued to the Consultant upon approval of this Contract. However, time may be suspended to allow the data collection to accommodate the school schedule.

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**EXHIBIT A  
CONSULTANT'S HOURLY RATES**



## TRAFFIC ENGINEERING CONSULTANTS, INC.

### Hourly Rate Schedule

<b>Classification</b>	<b>Hourly Rate</b>
Principal	\$ 165.00
Project Engineer	\$ 110.00
Senior CADD Technician	\$ 85.00
CADD Technician	\$ 61.00
Data Collector	\$ 58.00
Clerical	\$ 50.00





TRAFF-1

OP ID: L2

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

05/30/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> RICH & CARTMILL - OKC 9401 Cedar Lake Avenue Oklahoma City, OK 73114 Mark Nowell	<b>CONTACT NAME:</b> Michelle Lunski <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> mlunski@rcins.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Ohio Security Ins Co</td> <td>24082</td> </tr> <tr> <td>INSURER B : Peerless Indemnity Ins Co</td> <td></td> </tr> <tr> <td>INSURER C : Peerless Ins Co</td> <td></td> </tr> <tr> <td>INSURER D : Continental Casualty Co</td> <td>20443</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Ohio Security Ins Co	24082	INSURER B : Peerless Indemnity Ins Co		INSURER C : Peerless Ins Co		INSURER D : Continental Casualty Co	20443	INSURER E :		INSURER F :
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<b>INSURED</b> Traffic Engineering Consultants, Inc. Signal Systems Management Inc. 6000 S. Western Ste 300 Oklahoma City, OK 73139														

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

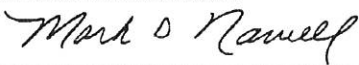
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BKS55769777	10/28/2016	10/28/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA4948378	10/28/2016	10/28/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC4948380	10/28/2016	10/28/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Prof Liability			AEH113754118	01/01/2017	01/01/2018	per Claim 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: 2017 Update of Transportation System Operational Analysis, City-Wide

**CERTIFICATE HOLDER****CANCELLATION**

CITY000  City of Broken Arrow 485 N. Poplar Ave. Broken Arrow, OK 74012	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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