

**AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
KIMLEY-HORN AND ASSOCIATES, INC.
FOR
TRANSPORTATION PLANNING SUPPORT
PROJECT 2552170**

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

W I T N E S S E T H:

WHEREAS, OWNER intends to prioritize upcoming Bond planning as well as develop the next generation of transportation and ITS infrastructure (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. CONSULTANT and OWNER agree CONSULTANT'S work performed under this AGREEMENT are performed as an independent contractor. 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 he:

- 24.1.1 Has 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 Has 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 Has 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 Has 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 (l), 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 City 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, Consultants 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 - 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: Mr. Charlie Bright, P.E.
Engineering Department Manager

CONSULTANT: Kimley-Horn and Associates, Inc.
4727 Gaillardia Parkway, Suite 250
Oklahoma City, OK 73142
405.241.5447

Contact Name: Luke Schmidt, P.E., PTOE
Project Manager, Oklahoma City

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

REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF, the City Manager of the City of Broken Arrow, Oklahoma has hereunto set his hand, for and on behalf of the City of Broken Arrow and the CONSULTANT has signed, or caused his name to be signed, and seal affixed by proper authority, the day and year first above written and these presents have been executed in triplicate counterparts.

OWNER:

City of Broken Arrow, a Municipal Corporation

By: _____
Michael L. Spurgeon, City Manager

Date: _____

CONSULTANT:

Kimley-Horn and Associates, Inc.

By: _____
Douglas Arnold, Contract Specialist

Date: 01/28/2025

(CORPORATE SEAL, IF APPLICABLE)

Attest:

City Clerk [Seal]

Date: _____

Attest:

Monica Powell
Monica Powell, Assistant Secretary

Date: 1/28/2025

Approved as to form:

D. Graham Parker
Assistant City Attorney

VERIFICATION

State of Texas)

) §

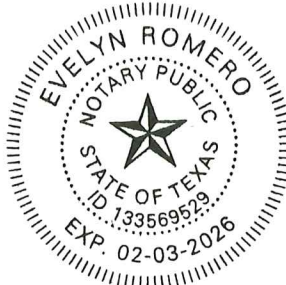
County of Tarrant)

Before me, a Notary Public, on this 28th day of January 2025, personally appeared Douglas Arnold, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: Contract Specialist) of Kimley Horn and Associates, Inc., and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

02-03-2026

Evelyn Romero
Notary Public



**ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
KIMLEY-HORN AND ASSOCIATES, INC.
FOR
TRANSPORTATION PLANNING SUPPORT
PROJECT 2552170**

SCOPE OF SERVICES

The following scope of services shall be made a part of the AGREEMENT dated the ____ day of _____, 2025.

1.0 PROJECT UNDERSTANDING

- 1.1 CONSULTANT understands that the OWNER has retained their professional services in order to assist the OWNER to prioritize the upcoming Bond planning as well as continue to develop the next generation of transportation and ITS infrastructure in the City of Broken Arrow.
- 1.2 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.
- 1.3 Furthermore, the CONSULTANT understands that the OWNER has (\$259,200) budgeted for this PROJECT that includes all professional consultant fees.

2.0 PROJECT SCOPE

- 2.1 Transportation Planning – CONSULTANT will prepare for and lead discussions around transportation best practices using industry examples and communities of both similar and aspirational sizes. See details in Appendix 1.
- 2.2 Transportation Bond Project Assessment and Prioritization - CONSULTANT will support the OWNER bond programming project prioritization. See details in Appendix 1.
- 2.3 Additional Transportation Bond Project Assessment and Prioritization - In addition to the corridor screening, CONSULTANT will perform additional project review, assessments, and screenings. See details in Appendix 1.
- 2.4 Transportation Policy Review and Recommendations - CONSULTANT will review existing policies, procedures, and standards pertaining to transportation decision making related to infrastructure and private development. This task will include the review and recommendations of the standards, procedures, and policies. See details in Appendix 1.

3.0 SCOPE OF SERVICES

3.1 See attached Appendix 1.

**ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
KIMLEY-HORN AND ASSOCIATES, INC.
FOR
TRANSPORTATION PLANNING SUPPORT
PROJECT 2552170**

ORGANIZATION OF SUBMITTAL DOCUMENTS/DISCUSSIONS

The CONSULTANT shall prepare the following documents and discussions as described as a part of the AGREEMENT dated the ____ day of _____, 2025.

1.0 TRANSPORTATION TECHNOLOGY KNOWLEDGE EXCHANGE DISCUSSION: The CONSULTANT shall prepare and lead discussions around Transportation best practices. These discussions will follow the content and format presented in Appendix 1, Task 1. The CONSULTANT shall submit a technical memorandum that includes summaries of each workshop including goals and objectives.

2.0 TRANSPORTATION BOND PROJECT ASSESSMENT AND PRIORITIZATION: The CONSULTANT shall support the OWNER bond programming project prioritization as it relates to:

- Historic traffic data and growth trends;
- Travel time and travel reliability;
- Crash data as part of the INCOG Safety Action Plan;
- Current and future land use plan;
- ODOT/OTA 8-year plan
- INCOG bike/trail plan
- Pavement condition assessment report (PCI)

From this evaluation, CONSULTANT will provide a report of recommendations about project prioritization into funding packages.

3.0 ADDITIONAL TRANSPORTATION BOND PROJECT ASSESSMENT AND PRIORITIZATION: The CONSULTANT shall submit a technical memorandum documenting the methodology, analysis, and recommendations from the screening presented in Appendix 1, Task 3.

4.0 TRANSPORTATION POLICY REVIEW AND RECOMMENDATIONS: The CONSULTANT shall review existing policies, procedures, and standards pertaining to transportation evaluations of infrastructure and private development that the CITY has in place. Based on this review, CONSULTANT shall include recommendations of next steps.

**ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
KIMLEY-HORN AND ASSOCIATES, INC.
FOR
TRANSPORTATION PLANNING SUPPORT
PROJECT 2552170**

COMPENSATION AND ADDITIONAL SERVICES

The following compensation and hourly rates shall apply as described in Attachment D and shall be made a part of the AGREEMENT dated the ____ day of _____, 2025.

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 1 – Transportation Technology Knowledge Exchange Discussion: The OWNER shall pay the CONSULTANT a lump sum amount of \$ 38,200.00 for the completion of the Transportation Technology Knowledge Exchange Discussion. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.2 Task 2 – Transportation Bond Project Assessment and Prioritization: The OWNER shall pay the CONSULTANT a lump sum amount of \$97,400.00 for the completion of the Transportation Bond Project Assessment and Prioritization Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.3 Task 3 – Additional Transportation Bond Project Assessment and Prioritization: The OWNER shall pay the CONSULTANT a lump sum amount of \$56,400.00 for the completion of the Additional Transportation Bond Project Assessment and Prioritization Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.4 Task 4 – Transportation Policy Review and Recommendations: The OWNER shall pay the CONSULTANT a lump sum amount of \$ 67,200.00 for review of existing CITY standards and recommendations of next steps pertaining to transportation review of infrastructure and private development projects.

2.0 ADDITIONAL SERVICES BASED ON TIME

The hourly rates set forth in Appendix 2 include all salaries, benefits, overhead and other indirect costs including federal, state, and local taxes, plus profit and effective as of January 1, 2013 for architectural / engineering services.

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.

**ATTACHMENT D
TO
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
KIMLEY-HORN AND ASSOCIATES, INC.
FOR
TRANSPORTATION PLANNING SUPPORT
PROJECT 2552170**

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 ____ day of _____, 2025.

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 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

**ATTACHMENT E
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
KIMLEY-HORN AND ASSOCIATES, INC.
FOR
TRANSPORTATION PLANNING SUPPORT
PROJECT 2552170**

PROJECT SCHEDULE

The following schedule shall be made a part of the AGREEMENT dated the ____ day of _____, 2025.

**1.0 TRANSPORTATION TECHNOLOGY KNOWLEDGE EXCHANGE DISCUSSION:
360 DAYS**

- 1.1 Notice to Proceed:
- 1.2 Prepare Workshop Discussion:
- 1.3 Hold Technical Workshop:
- 1.4 Submit Technical Memorandum:
- 1.5 Owner Review:

**2.0 TRANSPORTATION BOND PROJECT ASSESSMENT AND PRIORITIZATION:
60 DAYS**

- 2.1 Notice to Proceed:
- 2.2 Evaluate Owner Bond Program:
- 2.3 Submit Bond Program Funding Packages:
- 2.4 Owner Review:

**3.0 ADDITIONAL TRANSPORTATION BOND PROJECT ASSESSMENT AND
PRIORITIZATION:
60 DAYS**

- 3.1 Notice to Proceed:
- 3.2 Evaluate and Submit Owner Projects for Additional Screening:
- 3.3 Owner Review:
- 3.4 Screen Projects for Recommendations:
- 3.5 Submit Project Evaluation Recommendations
- 3.6 Owner Review:

**4.0 TRANSPORTATION POLICY REVIEW AND RECOMMENDATIONS:
360 DAYS**

- 4.1 Notice to Proceed:
- 4.2 Evaluate Owner Standards and Policies:
- 4.3 Submit Recommendations for Policy Revisions and/or Additions:
- 4.4 Owner Review

01/28/2025

Mr. Travis Small, P.E., CFM
City of Broken Arrow
485 N. Poplar Avenue
Broken Arrow, OK 74012

Re: Letter Agreement for Professional Services for Transportation Planning for Bond Support and System Development – Project 2552170

Dear Mr. Small:

Kimley-Horn and Associates, Inc. ("Kimley-Horn", "Consultant", "KH") submits this Letter Agreement ("Agreement") to the City of Broken Arrow ("Client") for providing Transportation Planning support for multiple City programs ("Project").

Project Understanding

This scope of work includes multiple tasks to support the Client for prioritizing the upcoming Bond planning as well as continue to develop the next generation of transportation and ITS infrastructure in the City of Broken Arrow.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1: Transportation Technology Knowledge Exchange Discussion

KH will prepare for and lead discussions around transportation best practices using industry examples and communities of both similar and aspirational size. This will consist of:

- A discussion on the state of the practice
- Discussion of traffic technology solutions
- Transportation Systems Management and Operations (TSM&O)
 - o Internal City collaboration
 - o What a Traffic Management Center could look like
 - o Workforce environment (e.g. trainings, staffing, etc.)
 - o Compatibility of the City's technology assets
- Future trends and opportunities
- Attendance of up to four (4) people from KH to discuss key elements of the goals and objectives workshop, including discussions with the Police/Fire departments and Information Technologies (IT) department.
- Summary memorandum documenting goals and objectives and meeting summaries

Task 2: Transportation Bond Project Assessment and Prioritization

KH will support the Client bond programming project prioritization. This will consist of:

- a. Review the Client's collected transportation survey
- b. Review historic traffic data and growth trends collected by the Client, available through ODOT and INCOG
- c. Review travel time and travel time reliability data across the section line roads, utilizing probe data through INRIX. This includes up to 25 corridors based on the identified projects. This data will be used for project prioritization.

- d. Evaluate crash data collected and evaluated as part of the INCOG Safety Action Plan as well as the High Injury Network, and how it relates to the Bond projects
- e. Review the current and the future land use plan for growth/generators in the City that could impact corridor capacity
- f. Review City provided housing study with available demographic data
- g. Review ODOT/OTA 8-year plan for traffic disruptions that could impact long term traffic patterns
- h. Review INCOG bike/trail plan and how it relates to the proposed projects
- i. Review pavement condition assessment report (PCI), provided by Client

KH will use the previously identified metrics as a tool to provide recommendations about prioritized selected projects into funding packages consistent with the highest need and most significant impact. KH will develop a list of other corridor transportation projects that appeared in the analysis, if not already on the list of Bond projects, and provide to the Client.

Task 3: Additional Transportation Bond Project Assessment and Prioritization

In addition to the corridor screening, KH will perform additional project review, assessments, and screenings. These additional screenings will consist of:

- a. Review INCOG travel demand model outputs
- b. Review and evaluate up to five (5) intersections for consideration of different/alternative intersection design consisting of:
 - i. Utilize client provided traffic counts
 - ii. Client provided existing traffic signal timings
 - iii. Development Synchro analysis model
 - iv. Sensitivity testing of alternative intersection geometry and design (e.g. roundabout) using the FHWA Intersection Control Evaluation Stage 1 methodology paired with Synchro analysis
 - v. Develop planning level benefit/cost analysis using average vehicle delay and operations and maintenance costs of the facility. Operations and maintenance costs provided by the Client.

KH will provide a technical memorandum documenting the methodology, analysis and recommendations from the additional screening described above.

Task 4: Transportation Policy Review and Recommendations

KH will review existing policies, procedures, and standards pertaining to transportation decision making related to infrastructure and private development. This task will include the review and recommendations of the standards, procedures, and policies related to the following:

- a. Review traffic Impact Assessment (TIA) standards, triggers, and processes
- b. Review driveway access and spacing requirements
- c. Review complete streets design manual
- d. Review traffic signal and ITS standards
- e. Review multimodal planning and design of sidewalks, trails, and bike infrastructure
- f. Review traffic calming and safety

Recommendations will include review of the current standards/policies and recommendations related to the aforementioned items. If a standard, procedure, or policy does not exist, the recommendation will include items to consider, examples of similar communities, best practices, and recommendations of next steps.

Future Task Order Opportunities

Task 5: Communication Master Plan

KH will work with the Client to review and develop the following:

- Review the existing fiber optic infrastructure routing
- Discussion on cyber security and smart City approach to future communication
- Coordinate with other Client departments to leverage existing and future infrastructure
- Coordinate with the Client to identify traffic signals and other facilities for connectivity
- Discuss fiber optic cable bandwidth requirements
- Develop traffic signal cabinet, fiber optical cable, conduit, ground box, grounding, and tracing details
- Coordinate potential Client owned facility connections
- Develop proposed fiber optic cable routing, sizing, and connection mapping
- Develop potential partial/full funding opportunities
- Develop phasing plan and Opinion of Probable Construction Costs (OPCC)
- Discuss the development of a Traffic Management Center (TMC) and possible implementation into the Client's system

These discussions, data collection, analysis, and recommendations will be combined into a technical memorandum documenting the methodology, key findings, and next steps.

Task 6: Bicycle and Trail Master Plan

KH will work with the Client to review and develop the following:

- Review existing trails and on-street bicycle facilities
- Discuss future priorities and key City connectivity
- Review citywide collected ADT data to assess opportunities for on-street versus off-street/trail facilities
- Develop refined design standards and best practices for bicycle infrastructure

These discussions, data collection, analysis, and recommendations will be combined into a technical memorandum document the methodology, key findings, and next steps.

Task 7: ADA Assessment/ADA Transition Plan

KH will work with the Client to develop an ADA Transition plan consisting of the following:

- Inventory of the existing sidewalk infrastructure, crosswalks, and pedestrian push buttons/pedestrian signal heads
- Site review of the identified infrastructure for ADA compliance consistent with PROWAG
- Develop a database of the inventory and condition assessment
- Identify project costs and prioritization.

The data collection, condition assessment, and recommendations will be document in an ADA Transition Plan report.

Task 8: Grant/Funding Opportunities

KH will work with the Client to identify transportation related grant opportunities, technical support for grant applications, full grant development, and/or grant administration.

Information Provided By Client

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Record drawings
- Available data
- Meeting spaces

Schedule

Kimley-Horn will perform the services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 - 8 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task Number & Name		Fee	Type
1	Transportation Technology Knowledge Exchange Discussion	\$ 38,200	Lump Sum
2	Transportation Bond Project Assessment and Prioritization	\$ 97,400	Lump Sum
3	Additional Transportation Bond Project Assessment and Prioritization	\$ 56,400	Lump Sum
4	Transportation Policy Review and Recommendations	\$ 67,200	Lump Sum
5	Communication Master Plan	Potential Future Task Order	Lump Sum
6	Bicycle and Trail Master Plan		Lump Sum
7	ADA Assessment/ADA Transition Plan		Lump Sum
8	Grant/Funding Opportunities		Lump Sum
Total		\$ 259,200	

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Kimley-Horn" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to the City of Broken Arrow.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in a PDF. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

_____ Please email all invoices to _____

_____ Please copy _____

To proceed with the services, please have an authorized person sign this Agreement below. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.