

**CONTRACT  
CITY OF BROKEN ARROW  
TRAFFIC DATA COLLECTION AND TRAFFIC SIGNAL VOLUME WARRANTS  
ANALYSIS AT THE INTERSECTION OF 9TH STREET AND DETROIT STREET  
PROFESSIONAL CONSULTANT CONTRACT  
PROJECT NUMBER ST1210A**

**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:** Traffic Data Collection and Traffic Signal Volume Warrants Analysis at the Intersection of 9th Street and Detroit Street.

**3. Contract for:** Professional traffic engineering services to collect new traffic count data and to conduct a traffic signal warrants analysis at the intersection of 9th Street and Detroit Street in Broken Arrow, Tulsa County, Oklahoma.

**4. Contract Data:**

- a. Contract Amount: One Thousand Five Hundred and No/100 Dollars (\$1,500.00).
- b. Liquidated Damages: N/A.
- c. The total time allowed for contract completion is 21 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 Director of Engineering and Construction on:** 4/7/17

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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 6000 South Western Avenue, Suite 300, Oklahoma City, OK 73139, 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 for Traffic Data Collection and to Conduct a Traffic Signal Volume Warrants Analysis at the Intersection of 9th Street and Detroit 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 Twenty-One (21) calendar days.

It is agreed that the Consultant shall be compensated at the sum of One Thousand Five Hundred and No/100 Dollars (\$1,500.00) 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


  
\_\_\_\_\_  
Kim Slinkard, Assistant City Attorney

By:   
\_\_\_\_\_  
Alex M. Mills, P.E., CFM, Director of  
Engineering and Construction

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

Date: 4/7/17  
  
Traffic Engineering Consultants, Inc.



By:   
\_\_\_\_\_  
Jon Eshelman, P.E., PTOE  
Traffic Engineering Consultants, Inc.  
Tulsa Manager

Attest:  
  
\_\_\_\_\_  
Corporate Secretary (Seal)



Date: 4/5/17

**VERIFICATIONS**


State of Oklahoma    )  
                                  ) ss.  
County of Tulsa      )

Before me, a Notary Public, on this 5th day of April 2017, personally appeared Jon Eshelman, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: Tulsa Manager (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



  
\_\_\_\_\_  
Notary Public

**CITY OF BROKEN ARROW  
TRAFFIC DATA COLLECTION AND TRAFFIC SIGNAL VOLUME WARRANTS  
ANALYSIS AT THE INTERSECTION OF 9TH STREET AND DETROIT STREET  
PROFESSIONAL CONSULTANT CONTRACT  
PROJECT NUMBER ST1210A  
SPECIAL PROVISIONS ATTACHMENT**

**SPECIAL PROVISIONS**

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

1.1 Project Name Traffic Data Collection and Traffic Signal Volume Warrants Analysis at the Intersection of 9<sup>th</sup> Street and Detroit 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.

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 As outlined in the attached Consultant Proposal and below.

3.1.1 Collect 24-hour traffic counts on all three approaches to the intersection.

3.1.2 Evaluate the *Manual on Uniform Traffic Control Devices* (MUTCD) traffic signal volume warrants.

3.1.3 Prepare a letter report to be submitted to the City including copies of the traffic count data and the traffic signal warrant worksheets.

3.2 Schedule.

3.2.1 Traffic counts, traffic signal volume warrants analysis, and letter report complete 21 days after Notice to Proceed.



March 28, 2017

Roger Hughes, PE  
Engineering Division Manager  
Engineering and Construction Department  
City of Broken Arrow  
485 N. Poplar Ave.  
Broken Arrow, OK 74012

**Subject: Signal Warrant Study Proposal  
Detroit Street & 9th Street  
Broken Arrow, Oklahoma**

Please accept this letter as a proposal for Traffic Engineering Consultants, Inc. (TEC) to provide professional traffic engineering services to the City of Broken Arrow to collect new traffic count data and to conduct a traffic signal warrant study for the intersection listed above.

The signal warrant analysis will consist of collecting 24-hour traffic counts on all three approaches to the intersection and evaluating the *Manual on Uniform Traffic Control Devices* traffic signal volume warrants. The results will be presented in a letter report which will include copies of the traffic counts and the signal warrant worksheets.

This task would be completed within 21 calendar days of notice to proceed for a fixed lump sum fee of \$1,500.00.

If you are in agreement with the terms as described, please execute this letter and return a copy to us. We will consider the returned copy as our notice to proceed. Thank you for considering TEC for these traffic engineering services. Please call me in the Tulsa office if you have questions about the proposal.

Sincerely,

Jon Eshelman, PE, PTOE  
Tulsa Manager

**Traffic Engineering Consultants, Inc.**

6000 S. Western Avenue, Ste. 300 | Oklahoma City, Oklahoma | Ph. 405-720-7721  
6931 S. 66<sup>th</sup> E. Avenue, Ste. 100, | Tulsa, Oklahoma 74133 | Ph. 918-481-8484  
Website: [www.tecok.com](http://www.tecok.com)



APPROVED

\_\_\_\_\_  
City of Broken Arrow

\_\_\_\_\_  
Date

**Traffic Engineering Consultants, Inc.**

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