

CONTRACT
CITY OF BROKEN ARROW
NEW SIGNAL DESIGN AT E. KENOSHA STREET AND N. 33rd STREET
PROFESSIONAL CONSULTANT CONTRACT

1. Architect/Engineer Firm:

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

2. Project Title and Location: New Traffic Signal at the Intersection of E. Kenosha Street and N. 33rd Street

3. Contract for: Professional traffic engineering services for design and preparation of bid documents for a new traffic signal at the intersection of E. Kenosha Street and N. 33rd Street in Wagoner County, Oklahoma.

4. Contract Data:

- a. Contract Amount: Seventeen Thousand and No/100 Dollars (\$17,000.00).
- b. Liquidated Damages: N/A.
- c. The total time allowed for contract completion is 75 calendar days.

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

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

6. Contract approved by the Assistant City Manager on: 11/3/16

CITY OF BROKEN ARROW
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The City of Broken Arrow, an Oklahoma Municipal Corporation (City) and Traffic Engineering Consultants, Inc. (Consultant) with his principal place of business located at 6000 S. Western, Suite 300, Oklahoma City, Oklahoma 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 for the design of a new traffic signal as outlined in the work plan.

The Consultant shall perform all duties, responsibilities and requirements set out in the Professional Services Contract for New Traffic Signal at the Intersection of E. Kenosha Street and N. 33rd Street, attached hereto and made a part hereof.

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

It is agreed that the Consultant shall be compensated at the rate of Seventeen Thousand and No/100 Dollars (\$17,000.00) for the entire Scope of the Professional Services rendered. The Consultant shall submit invoices, requesting payment for services rendered, monthly to the City Engineer in accordance with the progress of the work. The invoices shall be in a format satisfactory to the City 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:

[Signature]
Assistant City Attorney

City of Broken Arrow, Oklahoma
A Municipal Corporation

By: Kenneth D. Schwab
Kenneth D. Schwab, PE Assistant City Manager

Attest:

Date 11-03-16

City Clerk [Seal]

Traffic Engineering Consultants, Inc.

By: Todd E. Butler
6000 S. Western, Suite 300
Oklahoma City, OK 73139

Attest:

[Signature]
Corporate Secretary (Seal)

Date: 11/1/16



VERIFICATIONS

State of Oklahoma)
) ss.
County of OKla Tulsa)

Before me, a Notary Public, on this 1st day of November 2016, personally appeared Todd E. Butler, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: president (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

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SPECIAL PROVISIONS ATTACHMENT

SPECIAL PROVISIONS

SP - 1.0 SCOPE OF THE PROJECT:

1.1 Project Name. New Traffic Signal at the Intersection of E. Kenosha Street and N. 33rd 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.

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

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

SP -3.0 SCOPE OF SERVICES: THE CONSULTANT SHALL:

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

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

3.1.2 Design traffic signal with pole layout based on expected future intersection footprint. Attempt will be made to locate controller, poles, and pull boxes outside future curb lines but within existing right-of-way. It is expected that this intersection will be a 4-way intersection in the future.

3.1.3 It is anticipated that pedestrian signals will not be included in this project since there are no sidewalks on Kenosha Street.

3.1.4 No roadway improvements are expected to occur in conjunction with this project.

3.2 Schedule.

3.2.1 Survey complete 35 days after Notice to Proceed.

3.2.2 Preliminary plans complete 55 days after Notice to Proceed.

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