

**CONTRACT
CITY OF BROKEN ARROW
SIGNAL WARRANT STUDY
PROFESSIONAL SERVICES CONTRACT NUMBER: 146020A**

1. Architect/Engineer Firm:

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

2. Project Title and Location: Signal Warrant Study at the intersection of New Orleans & 1st Pl.

3. Contract for: Providing Professional Traffic Engineering Services to collect new traffic count data and to conduct a traffic signal warrant study for the City of Broken Arrow. Work performed under the contract shall be performed as a lump sum fee.

4. Contract Data:

- a. Contract Amount: Fifteen Hundred and No/100 (**\$1500.00**)
- b. Liquidated Damages: N/A.
- c. The total time allowed for contract completion is twenty-one (21) calendar days from Notice to Proceed.

5. The City of Broken Arrow, represented by the Assistant City Manager, and the Professional Service Provider, 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 Change Orders arising out of this Contract
- c. Special Provisions set out in this Contract
- d. General Provisions set out in this Contract
- e. A/E's Proposal for this Contract

6. Contract approved by the Assistant City Manager on: 05-17-17

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The City of Broken Arrow and Traffic Engineering Consultants, Inc., with its principal place of business located at 6931 S. 66th E. Ave, Suite 100, Tulsa, OK 74133, hereby enters into the following Contract:

The Assistant City Manager, representing the City of Broken Arrow, is contracting to acquire the professional services of the Consultant to provide Professional Traffic Engineering Services to collect new traffic count data and to conduct a traffic signal warrant study for the City of Broken Arrow.

These duties, responsibilities and requirements shall begin upon the execution of this Contract and shall be completed within twenty-one (21) calendar days from Notice to Proceed.

It is agreed that the Consultant shall be compensated a lump sum fee under of Fifteen Hundred and No/100 (\$1,500.00) for the entire Scope of the Professional Services rendered. The City Engineer will issue a Notice to Proceed for the work identified under this agreement. The Consultant shall submit invoices requesting payment for services rendered to the City Engineer monthly in accordance with actual 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.

OWNER:

City of Broken Arrow

Approved as to form:

By: [Signature]
Assistant City Attorney

By: Kenneth D. Schwab
Kenneth D. Schwab
Assistant City Manager-Operations

Date 05-17-17

Attest: [Signature]
City Clerk



CONSULTANT:

Traffic Engineering Consultants, Inc.

By: Todd E. Butler

Title: President

Attest:

[Signature]
Corporate Secretary (Seal)

Date: 5/12/17



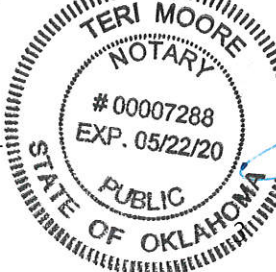
VERIFICATIONS

State of Oklahoma)
County of Oklahoma) §.

Before me, a Notary Public, on this 12th day of May, 2017,
personally appeared Todd E. Butler, known to me to be the (President,
Vice-President, Corporate Officer, Member, Partner or Other: _____
(Please circle or specify)) of Traffic Engineering Consultants, Inc. 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