

**CONTRACT**  
**CITY OF BROKEN ARROW**  
**TRAFFIC SIGNAL MODIFICATIONS – 9<sup>TH</sup> STREET & SH-51**  
**PROFESSIONAL SERVICES CONTRACT NUMBER TS1801**

**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 SIGNAL MODIFICATIONS – 9<sup>TH</sup> STREET & SH-51  
9<sup>TH</sup> Street & SH-51 Interchange

**3. Contract for:** Providing professional traffic engineering services to design modifications to the traffic signals at the 9<sup>th</sup> Street & SH-51 interchange. Work will include the design of modifications to the existing signals with the re-use of the existing mast arm poles, vehicle heads and cabinet/controller. All underground conduits, pull boxes and wiring will be replaced including the elimination of loop detection and adding video detection with infrared cameras. Pedestrian signals with N/S push buttons will be added and the cabinet/controller will be relocated to a new foundation with protection guard. SB left turn at the north intersection will be changed to flashing yellow arrow operation. All striping necessary to complete the project.

**4. Contract Data:**

- a. Contract Amount: \$15,500.00.
- b. Liquidated Damages: N/A.
- c. The total time allowed for contract completion is 120 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 Change Orders arising out of this Contract
- c. Special Provisions set out in this Contract
- d. General Provisions set out in this Contract
- e. Consultant's Proposal for this Contract

**6. Contract approved by the City Manager on:** 10/17/17

**CITY OF BROKEN ARROW  
TRAFFIC SIGNAL MODIFICATIONS – 9<sup>TH</sup> STREET & SH-51  
PROFESSIONAL SERVICES CONTRACT NUMBER TS1801**

The City of Broken Arrow, an Oklahoma Municipal Corporation (City) and Traffic Engineering Consultants, Inc. (Consultant) with his principal place of business located at 6931 South 66<sup>th</sup> East Avenue, Suite 100, Tulsa, OK 74133, hereby enter into the following Contract:

The City Manager representing the City desires to employ the professional services of the Consultant to conduct a Traffic Signal Modification design as outlined in the work plan.

The Consultant shall perform all duties, responsibilities and requirements set out in the Professional Services Contract TS1801, TRAFFIC SIGNAL MODIFICATIONS – 9<sup>TH</sup> STREET & SH-51 Special Provisions Attachment, 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 one hundred twenty (120) calendar days.

It is agreed that the Consultant shall be compensated at the rate of Fifteen Thousand Five hundred dollars (\$15,500.00) for the entire Scope of the Professional Services rendered. The Consultant shall submit invoices, requesting payment for services rendered, to the Project Manager on a monthly basis for the percentage completed that month. The invoices shall be in a format satisfactory to the Project Manager. 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:

Lesli Myers  
Assistant City Attorney



Attest:

Lisa Blackford  
City Clerk [Seal]

City of Broken Arrow, Oklahoma  
A Municipal Corporation

By: Michael D. Spurgeon  
Michael D. Spurgeon, City Manager

Date

10/6/17

Traffic Engineering Consultants, Inc.

By: Todd E. Butler  
6931 South 66<sup>th</sup> East Avenue, Suite 100  
Tulsa, OK 74133

Attest:

[Signature]  
Corporate Secretary (Seal)

Date

10/3/17



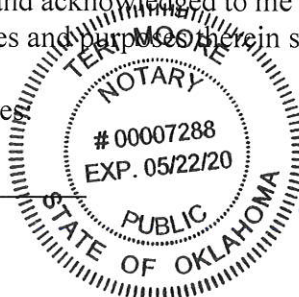
### VERIFICATIONS

State of Oklahoma )  
                                  OKlahoma ss.  
County of Tulsa )

Before me, a Notary Public, on this 3<sup>rd</sup> day of oct, 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. 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 herein set forth.

My Commission Expires

5-22-20



[Signature]  
Notary Public

**CITY OF BROKEN ARROW  
PROFESSIONAL SERVICES CONTRACT  
TRAFFIC SIGNAL MODIFICATIONS – 9<sup>TH</sup> STREET & SH-51  
SPECIAL PROVISIONS ATTACHMENT**

**SPECIAL PROVISIONS  
PROJECT NUMBER TS1801**

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

1.1. Design modifications to the traffic signals at the 9<sup>th</sup> Street & SH-51 interchange.

**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 Design modifications to the existing traffic signal system which will include:

- Reuse the existing mast arm pole, vehicle heads, and cabinet/controller,
- Change the SB left turn at the north intersection to flashing left turn yellow arrow operation,
- Replace all underground conduits, pull boxes, and wiring,
- Eliminate loop detection and add video detection with infrared cameras,
- Add pedestrian signals and push button for N/S crossings,
- Re-stripe the EB exit ramp to provide two left turn lanes and one right turn lane (if possible), and
- Relocate the cabinet/controller to a new foundation with protective guard.

3.2 Sub-contract to a licensed surveyor the services to prepare a topographic survey of the two intersections for our use as a base map for the signal plan.

3.3 Will complete the preliminary plans for the signal modifications within 60 calendar days of receiving a notice to proceed.

3.4 Will complete the final plans for the signal modifications within 15 calendar days of receiving the preliminary review comments from the City of Broken Arrow.