

CONTRACT
CITY OF BROKEN ARROW
TRAFFIC STUDY FOR THE TUCSON STREET (121st ST. SO.) AND OLIVE AVENUE
(129th E. AVE.) INTERSECTION
PROFESSIONAL CONSULTANT CONTRACT (ST1937)

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: Traffic Study for the Tucson Street (121st St. So.) and Olive Avenue (129th E. Ave.) intersection.

3. Contract for: Professional traffic engineering services for the evaluation of design alternatives related to improvements of the level of service at the Tucson Street (121st St. So.) and Olive Avenue (129th E. Ave.) intersection in the City of Broken Arrow.

4. Contract Data:

- a. Contract Amount: Four Thousand Eight Hundred and No/100 Dollars (\$4,800.00).
- b. Liquidated Damages: N/A.
- c. The total time allowed for contract completion is 45 calendar days.

5. The City of Broken Arrow ("City"), represented by the Director of Engineering & Construction, 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 & Construction on: 12/17/18

CITY OF BROKEN ARROW
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PROFESSIONAL CONSULTANT CONTRACT

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 S. 66th E. Ave., Suite 100, Tulsa, Oklahoma 74133, hereby enter into the following Contract:

The Director of Engineering & Construction representing the City desires to employ the professional services of the Consultant to provide traffic engineering services for evaluation of the intersection as outlined in the work plan.

The Consultant shall perform all duties, responsibilities and requirements set out in the Professional Services Contract for the evaluation of design alternatives related to improvements of the level of service at the Tucson Street (121st St. So.) and Olive Avenue (129th E. Ave.) intersection, 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 Forty-Five (45) calendar days.

It is agreed that the Consultant shall be compensated at the rate of Four Thousand Eight Hundred and No/100 Dollars (\$4,800.00) for the entire Scope of the Professional Services rendered. The Consultant shall submit invoices, requesting payment for services rendered, monthly to the Engineering Division Manager in accordance with the progress of the work. The invoices shall be in a format satisfactory to the Engineering Division 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:

Gesli Myers
Assistant City Attorney

City of Broken Arrow, Oklahoma

A Municipal Corporation

By: Alex Mills
Alex Mills, Director of Engineering &
Construction

Date 12/17/19

Attest:

Curtis Allen
City Clerk [Seal]



Traffic Engineering Consultants, Inc.

By: Todd E. Butler
6931 S. 66th E. Ave., Suite 100
Tulsa, OK 74133

Attest:

[Signature]
Corporate Secretary (Seal)

Date: 12-7-18



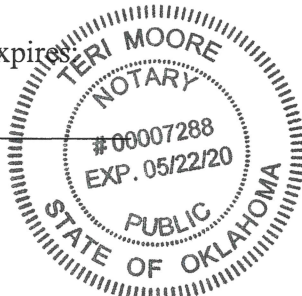
VERIFICATIONS

State of Oklahoma)
) ss.
County of Oklahoma)

Before me, a Notary Public, on this 7th day of December 2018, 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 therein set forth.

My Commission Expires

5-22-20



[Signature]
Notary Public

**CITY OF BROKEN ARROW
TRAFFIC STUDY FOR THE TUCSON STREET (121st ST. SO.) AND OLIVE AVENUE
(129th E. AVE.) INTERSECTION
PROFESSIONAL CONSULTANT CONTRACT (ST1937)
SPECIAL PROVISIONS ATTACHMENT**

**SPECIAL PROVISIONS
PROJECT NUMBER ST1937**

SP - 1.0 SCOPE OF THE PROJECT:

1.1 Project Name. Professional traffic engineering services for the evaluation of design alternatives related to improvements of the level of service at the Tucson Street (121st St. So.) and Olive Avenue (129th E. Ave.) intersection in the City of Broken Arrow.

SP - 2.0 SERVICES OF THE CITY: THE CITY WILL:

2.1. Furnish to Consultant all data in its possession, and needed engineering guidance as 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 The Consultant will gather data, evaluate five (5) design scenarios for improvement of the levels-of-service of the intersection, and provide a report for the City's information.

3.1.1 The Consultant will collect AM and PM peak hour turning movements for the intersection in question.

3.1.2 The Consultant will project the collected traffic volumes 10-years into the future using an assumed 2% annual growth rate (unless the City advises differently).

3.1.3 The Consultant will perform capacity analyses for five (5) design scenarios for both current and projected traffic volumes. The five (5) design scenarios include:

- No-Build (2-lane intersection with 4-way stop)
- 3-lane intersection with signal
- 5-lane intersection with signal
- Single lane roundabout
- 2-lane roundabout

3.1.4 The Consultant will prepare and submit a draft report summarizing all data collection, analyses and design scenario evaluation. One (1) hard copy and a PDF copy for draft submittal.

3.1.5 The Consultant will revise and submit a final report incorporating comments from City review of draft report. One (1) hard copy and a PDF copy for final submittal.

[END OF CONTRACT SPECIAL PROVISIONS]