

**RESOLUTION NO. 994**

**AUTHORIZING THE SUBMITTAL OF A SOUTHWEST OKLAHOMA REGIONAL TRANSPORTATION PLANNING ORGANIZATION (SORTPO) MINI PLANNING GRANT APPLICATION WITH THE COMMITMENT OF A \$5,980.00 CASH MATCH FOR RELATED ENGINEERING SERVICES.**

**WHEREAS**, the SORTPO has recently advertised the availability of mini planning grants due by February 7, 2025, of up to \$25,000.00 for transportation related planning projects, including the development of a Citywide Sidewalk Improvement Master Plan; and

**WHEREAS**, the City of Clinton has obtained a written proposal from BKL Engineers/Architects, a firm with considerable experience in ODOT and other grant funded projects, to provide the engineering report which must be included with the grant application; and

**WHEREAS**, obtaining this grant would be a valuable component in the City's ongoing efforts to identify and complete frequent, incremental improvements to its various infrastructure components funded by other grants, public and private funding as they are available; and

**WHEREAS**, this grant application requires a Resolution by the City Council specifically committing the required 20 percent local cash match.

**NOW, THEREFORE, BE IT RESOLVED** by the Clinton City Council to approve this Resolution hereby:

1. Authorizing the submittal of the above-referenced grant application
2. Authorizing the execution of the "Letter of Agreement" with BKL Engineers/Architects for improvements at McLain Rogers Park; and
3. Commit \$5,980.00 (twenty percent) of the \$29,900.00 in professional fees for BKL's professional services with the balance to come from the grant award.

**APPROVED** by the Clinton City Council this 21st day of January 2025.

\_\_\_\_\_  
David D. Berrong, Mayor

ATTEST: \_\_\_\_\_  
Amy E. Jones, City Clerk

## Robert Johnston

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**From:** Julie Sanders <Julie@swoda.org>  
**Sent:** Monday, December 30, 2024 12:20 PM  
**Subject:** GRANT PERIOD OPENING - TODAY - 2025 SORTPO SPR Transportation Mini Grant Application program -  
**Attachments:** 2025 SORTPO's SPR Transportation Mini Grant Application.pdf

We are pleased to announce that the **2025 SORTPO SPR Transportation Mini Grant Application program** <https://forms.office.com/r/bBttJfn023> is now open! This program is designed to assist municipalities in addressing transportation planning needs and creating actionable steps for future improvements. Projects may include planning for street signs, sidewalks, street inventory, maintenance, safety analysis, active living plans, bicycle, sidewalk, trail plans, or other transportation planning initiatives. This grant is for planning purposes only - no construction or purchase of equipment is permitted.

### Key Dates:

- **Application Opens:** December 30, 2024
- **Application Deadline:** February 7, 2025, at 5:00 PM CST

### Important Details:

1. Applications will be reviewed within 30 working days after the deadline and forwarded to the SORTPO Transportation Technical Committee and SORTPO Transportation Policy Board for consideration at their March 27, 2025, meeting.
2. Applicants will be notified in writing within 5 days of the Policy Board's decision.
3. Awardees will enter into a funding agreement with the South Western Oklahoma Development Authority (SWODA). Work cannot begin until agreements are signed, and the W-9 form is submitted.

### Grant Highlights:

- The grant covers 80% of project costs (up to \$25,000). Awardees must provide a **20% cash match**.
- This is a reimbursement grant, meaning you will submit invoices to SWODA for reimbursement within 90 days.

### Application Requirements:

To ensure your application is complete, please submit the following by email:

- Engineering cost estimate, scope of work, location map, and signed engineering contract.
- Funding commitment letter or council resolution.
- Up to three letters of support for the planning grant.
- Copy of your most recent audit or financial statement.

Please use the link in the email (above) for grant application submission. Attached is a .pdf of the grant application for informational purposes information. For more details or questions, feel free to contact me at [julie@swoda.org](mailto:julie@swoda.org) or call **580-562-5010**

1. Municipality and County:

Clinton, Custer County

2. Point of Contact Name, Title:

Robert Johnston, City Manager

3. Mailing Address:

415 W. Gary Blvd. (City Hall)  
Clinton, OK 73601

4. Primary Phone:

(580)-323-0261

5. Email:

robert.johnston@clintonok.gov

6. Applicant's Unique Entity Identifier (UEI) with sam.gov :

V4NURBN678Q1

7. Provide a brief description of proposed project (250 words or less):

The project will include an overall evaluation and assessment of the existing sidewalks throughout Clinton, OK. Following the assessment and evaluation a technical memorandum will be created that will detail available options for construction and where proposed improvements can be completed to improve accessibility and connectivity across the city. The evaluation will be completed using the ADA Guidelines (ADAG) and Public Right-of-Way Accessibility Guidelines (PROWAG). The transportation planning services included in this project will provide a masterplan that details proposed sidewalk improvements and additions to arterial streets to connect schools, parks, Route 66, and other attractions throughout the city as a technical report.

8. Total Project Costs:

Total Project Cost (100%) = \$29,900.00  
SPR Funding Request (80%) = \$23,920.00  
Local Match (20%) = \$5,980.00

9. Describe how the planning grant aligns with and supports your municipality's transportation priorities. If your municipality had identified specific transportation needs for the future, please explain in the description below:

The transportation planning services from this grant will provide a report that details how to make connections all throughout the city with safe and accessible sidewalk routes. The proposed improvements from this report will also include appropriate pedestrian crossings and signage in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) in conjunction with the ADA Guidelines and PROWAG.

10. Describe how the municipality will involve the public (individuals, stakeholders, organizations, businesses, etc.) in the development of the project?

Via public hearings of the Planning Commission and/or City Council as the CIP is administered and updated, as specific projects' funding is sought via grant applications and as projects move towards completion.

11. How will the municipality fund improvements that will be identified this SPR mini grant project?

ODOT- TAP and other grants, CDBG grants, OWRB grants/loans

12. Has your municipality identified community development needs for the future? If so, please list below. (parks, fire, sewer, water, housing)

Our most recent CIP, completed by SWODA in 2023, totals almost \$42 million in identified community development needs.

13. If your municipality is NOT awarded this mini grant, would you have the funds to do a similar plan/study?

No.

From: Jayde Dzierba [dzierba@bklinc.com](mailto:dzierba@bklinc.com)  
Subject: SORTPO's SPR Transportation Mini Grant Application - Citywide Sidewalk Improvements Masterplan - Letter of Agreement  
Date: Jan 14, 2025 at 15:42:17  
To: Robert Johnston [robert.johnston@clintonok.gov](mailto:robert.johnston@clintonok.gov)  
Cc: Ryan J. Mahaffey [mahaffey@bklinc.com](mailto:mahaffey@bklinc.com), Tyler Bridges [tyler.bridges@clintonokschools.org](mailto:tyler.bridges@clintonokschools.org), Gene McCullough [gene.mccullough@clintonok.gov](mailto:gene.mccullough@clintonok.gov)

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Good afternoon Robert,

Thank you again for reaching out to us regarding this project. We really appreciate the opportunity to work with you all. Attached is the letter of agreement and proposal for the City of Clinton Citywide Sidewalk Improvements Masterplan. I've also included a word document with the questions from the Mini Grant Application and with as much information filled out as we could. This should give you a good starting point to answer most of those questions. Please let us know if there's anything else we can do!

Thank you,



**Jayde Dzierba, PE**

Associate Principal

O: [918-835-9588](tel:918-835-9588) C: 817-995-7097

1623 E 6<sup>th</sup> Street | Tulsa, OK 74120

[bklinc.com](http://bklinc.com)



**250114 - Letter of Agreement - City of Clinton -**  
413 KB



**2025 SORTPO's SPR Transportation Mini Grant**  
18 KB



BKL  
1623 E 6<sup>th</sup> St  
Tulsa, OK 74120  
918-835-9588  
[bklinc.com](http://bklinc.com)

Mr. Robert B. Johnston  
415 Gary Freeway,  
PO Box 1177  
Clinton, OK 73061

RE: Letter of Agreement  
Civil Services for Citywide Sidewalk Improvements Masterplan for Clinton, OK

Dear Mr. Johnston:

We appreciate your consideration for engineering services for the above referenced project. This is a Letter of Agreement and Notice to Proceed for the Citywide Sidewalk Improvements Masterplan for Clinton, OK.

**PROJECT DESCRIPTION:**

The project will include an overall evaluation and assessment of the existing sidewalks throughout Clinton, OK. Following the assessment and evaluation a technical memorandum will be created that will detail available options for construction and where proposed improvements can be completed to improve accessibility and connectivity across the city. The evaluation will be completed using the ADA Guidelines (ADAG) and Public Right-of-Way Accessibility Guidelines (PROWAG). The transportation planning services included in this project will provide a masterplan that details proposed sidewalk improvements and additions to arterial streets to connect schools, parks, Route 66, and other attractions throughout the city as a technical report. The proposed improvements from this report will also include appropriate pedestrian crossings and signage in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) in conjunction with the ADAG and PROWAG.

**SCOPE OF SERVICES:**

BKL will provide the Civil Design and Transportation Planning Services for the City evaluation and masterplan.

**ASSESSMENT AND FEASIBILITY STUDY SCOPE:**

BKL will provide the services for the project defined above. BKL will provide a technical memorandum, masterplan, and estimates for the potential projects. BKL shall provide final report and estimates for the masterplan, including:

- Accessible routes
  - Masterplan Layout
  - Conceptual Construction Cost Estimates
  - Estimate Utility Impacts
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**PROJECT SITE VISITS:**

The scope of this project will include a total of two (2) site visits from BKL personnel. One site visit will occur during the assessment and feasibility phase of the project, and one will be at the conclusion of the assessment phase. Any additional site visits will be considered additional expenses at a rate of \$2,000 per site visit.

**ADDITIONAL SERVICES:**

Other services that are not associated with the Scope of Services shall be considered as additional services. Additional services would include Owner directed work that is clearly outside of the base contract. Additional services may include the following, but not limited to:

- Report or Plan Revisions: Report or Plan revisions (minor alterations) are expected and therefore are included as part of our services in the base contract. Although, if plan adjustments exceed normal revisions or if a complete redesign is required then additional services shall be negotiated to meet an adjusted scope of services.
- Traffic study, counts or warrants
- Utility coordination, relocation design, or construction drawings related to Project
- Environmental study and clearance
- Right of way or easement acquisitions
- ROW/Easement survey staking
- Permit fees for City, County or State
- Construction material testing
- Resident Project Representation for the Project
- USACE 404 Permit Process
- Construction plans
- Topographic survey
- Geotechnical investigations
- Evaluation and planning outside of the limits described in this proposal
- Additional printed documents
- Construction Administration Services not mentioned above, including but not limited to:
  - Attending progress meetings
  - Construction Site Visits
  - Project administration
  - Field inspections
  - Project Closeout Document
  - Submittal Review



**FEES**

For the project described above the total lump sum fee for the assessment and masterplan design efforts of \$29,900. Should additional items be identified that warrant additional engineering design and require additional fees, we will contact you prior to initiating this work. Unless otherwise instructed, invoices will be submitted to the address listed above.

**DELIVERABLES**

The project is expected to be done in two stages of completion: 75% Draft Memorandum and Masterplan and a Final Memorandum and Masterplan. Items to be delivered at each completion stage of the project include:

- One electronic PDF (Sealed Report for Final).

**PERFORMANCE SCHEDULE**

We anticipate starting the engineering design within 1 days of written Notice to Proceed (NTP). The Draft Memorandum and Masterplan are expected within 90 days of NTP and Final Memorandum and Masterplan are expected within 60 days after receiving any comments from the Draft submittal.

**INVOICING METHODS**

Invoices are generated monthly based on percentage of design work completed.

**AUTHORIZATION TO PROCEED**

An authorization to proceed is understood upon signing of this document. If authorization to proceed is not received within 30 days from the date of the receipt of this agreement, the agreement and the conditions stated herein will become void.

\_\_\_\_\_  
Date

  
Jayde Dzierba, PE      01/14/25  
Date

Thank you for the opportunity to provide our services. If you have any questions, or if we can be of further service, please do not hesitate to contact us.





**ADDITIONAL SERVICES**

Additional services outside of the original scope, including construction phase services, can be billed at an hourly rate. These services shall be provided only upon authorization of the Client/Owner.

Principal	\$225.00	Design Tech	\$140.00
Project Manager	\$195.00	CAD Tech	\$125.00
Project Engineer	\$180.00	Office Manager	\$115.00
Design Engineer	\$150.00	Administrative	\$90.00

**OTHER CONDITIONS**

**HAZARDOUS OR TOXIC SUBSTANCES**

Unless otherwise provided in this agreement, the Engineer and the Engineers' consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. All hazardous/toxic substances will be removed from the project site or otherwise remedied according to applicable laws and regulations by Client/Owner prior to commencement of this project's construction.

**EXISTING CONDITIONS/DOCUMENTS**

As part of the services provided, the Engineer will investigate the existing facility and verify the accuracy of the original documents, drawings and specifications, if available. This investigation and verification will be done to the best of the Engineers' ability as professionals. As the project will include renovation of an existing facility, unforeseen conditions may arise during the course of the project, which may not be discovered during the investigation and verification by the Engineer. The Engineer will attempt to incorporate the resolution of these hidden conditions as part of the project. However, if these conditions necessitate extensive design services beyond what is initially contemplated, the Engineer will request additional services from the Owner and receive approval in writing prior to commencement of these services.

**CONSTRUCTION COST**

The Engineer cannot and does not warrant any estimated pricing or probable construction cost information developed for the project by the Engineer. The Client/Owner agrees and acknowledges that BKL, Inc shall not be held liable for any damages and/or claims arising out of, or relating to, such cost or budget estimates. Any review and/or evaluation by the Engineer of cost data and budget estimates made by others shall not be interpreted as BKL's approval and/or ramification of such cost, budgets or estimates.

**TERMINATION OF AGREEMENT**

Either party may terminate this agreement upon written notice, effective immediately. In such event, the Client shall pay BKL, Inc. compensation for professional services and reimbursable expenses to termination date, plus all expenses directly attributable to termination for which BKL, Inc. has not otherwise been compensated, in accordance with the terms of this agreement. If BKL, Inc. terminates the agreement, and provided BKL, Inc. is not in breach, the Client shall pay Engineer's compensation for actual services rendered and reimbursable expenses incurred prior and up to the termination date. If termination occurs, BKL, Inc. will provide the Client/Owner with copies of all design and research materials to date.

**IDEMNIFICATION**

The Client/Owner shall indemnify and hold harmless the Engineer from any and all liability, loss, or damage which the Engineer may incur in connection with any claims made against the Engineer regarding the project and/or any contract entered into between the Client and the Engineer, unless such claims arise solely from the negligence, malfeasance, breach or default of the Engineer in performing under this agreement. Should the Engineer incur any such liability, loss or damage as a result of such a claim, or in defense against any such claim, the amount thereof, including costs, expenses, and reasonable fees of the Engineers' attorney, together with interest thereon as provided by law, shall be paid by the Client or shall be reimbursed by the Client to the Engineer. The Engineer shall hold harmless and indemnify the Client against injury, loss or damage arising as the direct result of the sole negligence, malfeasance or breach of the Engineer in performing under this agreement.

**LIMITATIONS OF LIABILITY**

The Client/Owner and Engineer have discussed the risks, rewards and benefits of this project. The risks have been allocated such that The Client/Owner hereby agrees that, to the fullest extent permitted by law, the Engineer, and the Engineers' employees, consultants and agents, total maximum liability to the Client/Owner, and to all Construction Contractors and Subcontractors, in any way associated with the project, shall be limited to the total fees paid to the Engineer in effect at the time of any claim. Such causes include but are not limited to negligence, errors, omissions, strict liability, or breach of contract. Additional coverage may be obtained at the expense of the Owner. Failure to exercise the option for additional coverage waives any claim of liability beyond such limits. The Client/Owner agrees to require of the Contractor a similar limitation of the Engineers' liability to the Contractor and to the Contractor's Subcontractors due to the Engineers' allegedly negligent act, errors or omissions.

**PROMOTIONAL REFERENCES:**

The Client/Owner hereby releases BKL, Inc to depict complete project photography in promotional and marketing literature without restriction.