

**CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request**

Agenda Date: June 16, 2020

Agenda Item No: IV

Subject/Proceeding: Police Commissioner's Report

Exhibits: Chief's Monthly Reports:

- Chief's May Monthly Report
- May 2020 VFD Assists
- ALPR Hit Locations
- 2020 Burglary Map
- 2020 Auto Burglary Map
- 2020 Total Incidents
- 2020 Officer Committed Time to Service Report

Clearance: Karen Glynn, City Administrator

Executive Summary

The Police Commission Report will include the following items:

- A. Update on Activities

The City's Police Commissioner and Chief will be presenting these items at the meeting.



Memorial Villages Police Department
11981 Memorial Drive
Houston, Texas 77024
Tel. (713) 365-3701

Raymond Schultz
Chief of Police

June 8, 2020

TO: MVPD Police Commissioners

FROM: R. Schultz, Chief of Police

REF: May Monthly Report

During the month of May MVPD responded/handled a total of 7,354 calls/incidents. 6,352 House watch checks were conducted. 70 traffic stops were initiated with 80 citations being issued for 127 violations. (Note: 8 Assists in Hedwig, 20 in Houston, 2 in Spring Valley and 0 in Hillshire)

Calls/Events by Village were:

Village	Calls/YTD	House Watches/YTD	Accidents	Citations	Response Time
Bunker Hill:	2187/12247	1919/10522	1	5	5@4:06
Piney Point:	2208/9654	1931/7898	1	35	3@1:58
Hunters Creek:	2912/12193	2500/10111	3	40	9@3:44
					17@3:30

Type and frequency of calls for service/citations include:

Call Type	#	Call Type	#	Citations	#
False Alarms:	164	Ord. Violations:	33	Speeding:	18
Accidents:	2	Info Reports:	5	Exp. Registration:	5
ALPR Hits:	35	Suspicious Situations:	173	No Ins:	9
Assist Fire:	44	Welfare Checks:	10	Equipment	30
Assist EMS:	33			Red Light	4

This month the department generated a total of 68 police reports.

Crimes Against of Persons (4)

Assault - Domestic	3	Intoxication Manslaughter	1
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Crimes Against Property (25)

Burglary of a Building	1	Misd Theft	7
Burglary of a Habitation	3	Credit Card Abuse	1
Forgery	1	Motor Vehicle Theft	1
Fraud/ID	11		

Petty/Quality of Life Crimes/Events (39)

ALPR Hits (valid)	8	DWI	2
Poss. of a Controlled Sub/Para.	2	Misc. Reports	18
Warrants	3	Recovered Stolen Vehicle	6

Arrest Summary: Individuals Arrested (9)

Warrants	3	DWI	2
Class 3 Arrests	3	Felony	1

Budget YTD:	Expense	Budget	%
• Personnel Expense:	1,879,111	4,815,125	39.0%
• Operating Expense:	435,783	896,837	48.6%
• Total M&O Expenditures:	2,314,894	5,711,962	40.5%
• Capital Expenses:	9,357	138,000	6.8%
• Net Expenses:	2,324,251	5,849,962	40%

Follow-up on Previous Month Items/Requests from Commission

- FY21 Budget has been presented and approved by all 3 Village Councils.

Personnel Changes/Issues/Updates

- All administrative personnel have returned to station work duties and assignments.
- Recruit Officer Vasquez completed her FTO Phase 2 assignment and is now in Ghost Phase.

Major/Significant Events

- 5/9/20 officers responded to suspicious person call on Pifer. Officers located the suspect on the property of a resident. The male was found to be in possession of ID's and credit cards of other people who were the victims of an aggravated armed robbery in Houston by a subject who matched the description of this subject. Officers convinced the DA's Office to accept charges and the Harris County Jail to accept the suspect for booking.
- 5/20/20 Officers responded to an Injury Accident at Voss and Memorial. Upon arrival officers located a deceased passenger inside one of the vehicles. The driver of that vehicle was found to be intoxicated and had ran a red light. HPD was requested to assist with accident scene reconstruction and responded. MVPD officers charged the female driver with Intoxication Manslaughter.
- 4 residential burglaries all occurred on May 25, 2020 in the area of Greenbay and Hedwig Road within an hour of each other. Only one home had property taken and it was the only home without an alarm. It is believed the suspects were on foot, bicycle or skateboards. Several of the homes had muddy footprints left behind by suspects. A video camera did locate 2 subjects who used a bike to climb over a rear fence. Detectives are following several leads.

Status Update on any Major Projects

- Installed additional ALPR systems.
 - 4 on Voss Road, all lanes now covered
 - Hedwig at Beinhorn
 - San Felipe at Village Limit
 - Bunker Hill Rd at Memorial
 - Blalock at Memorial
- Conducted a survey and inventory of emergency response equipment in response to nationwide protests, pending storms and other events. Resupplied as needed.
- Completed needs assessment of server upgrade and obtained quote to complete necessary hardware and software upgrades in order to remain CJIS compliant.

V-LINC new registrations in May: +45

BH – 1230/1250 (+12)

PP – 873/1160 (+7)

HC – 1286/1514 (+17)

Out of Area – 425 (+9)

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05/06/2020

May 2020 VFD Assists

Calls received directly by MVPD via 911/3700

<u>Priority Events</u>	<u>Average Response Times</u>
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Total – 7	4:12
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Fire – 0	3:19
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EMS – 7	4:12
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By Village

BH Fire – 0	0
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BH EMS – 2	5:17
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PP Fire – 0	0
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PP EMS – 1	1:46
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HC Fire -0	0
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HC EMS -4	4:17
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Combined VFD Events (Priority + Radio)

Total – 44	3:54
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Fire – 24	3:27
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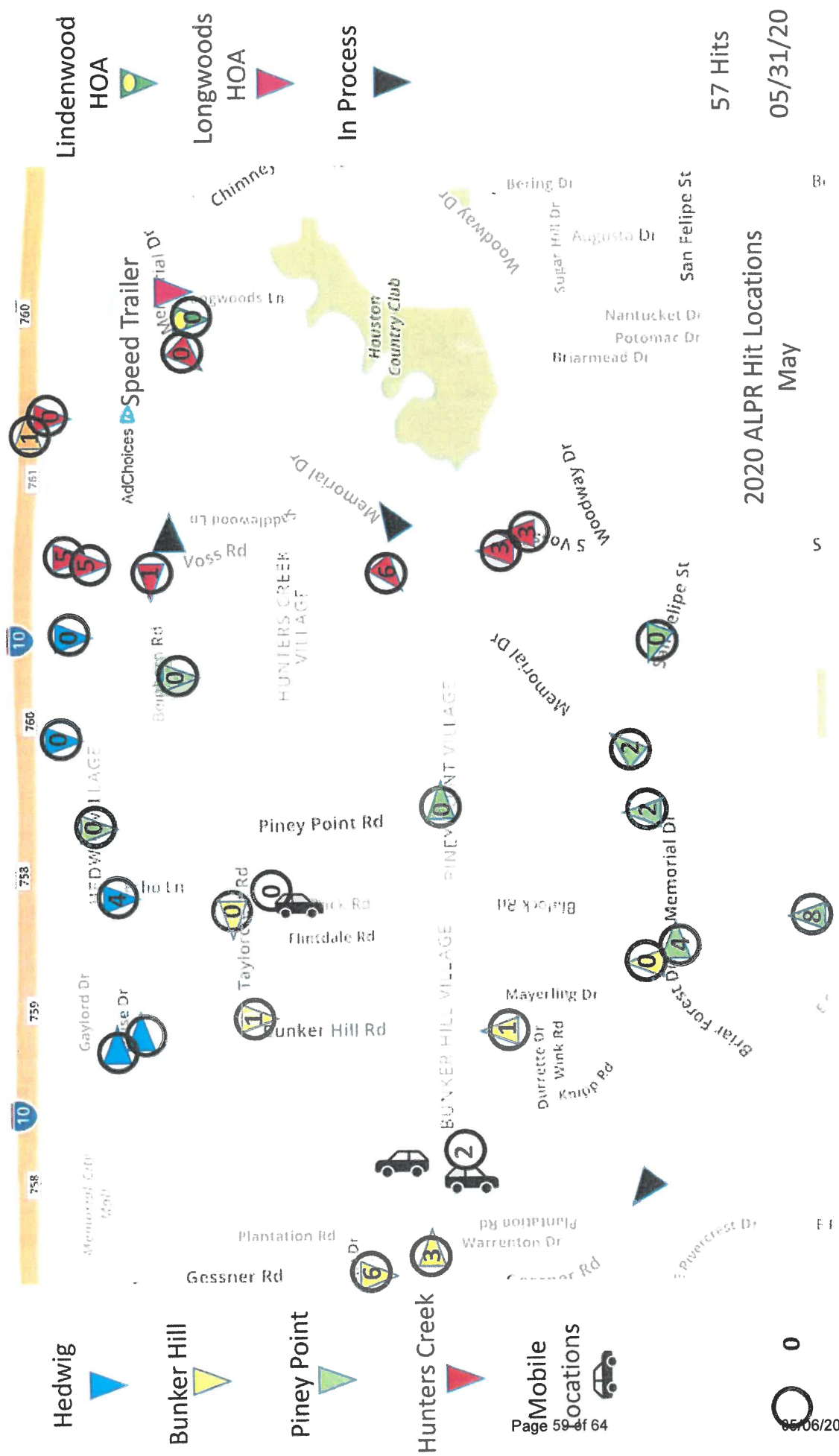
EMS – 20	4:26
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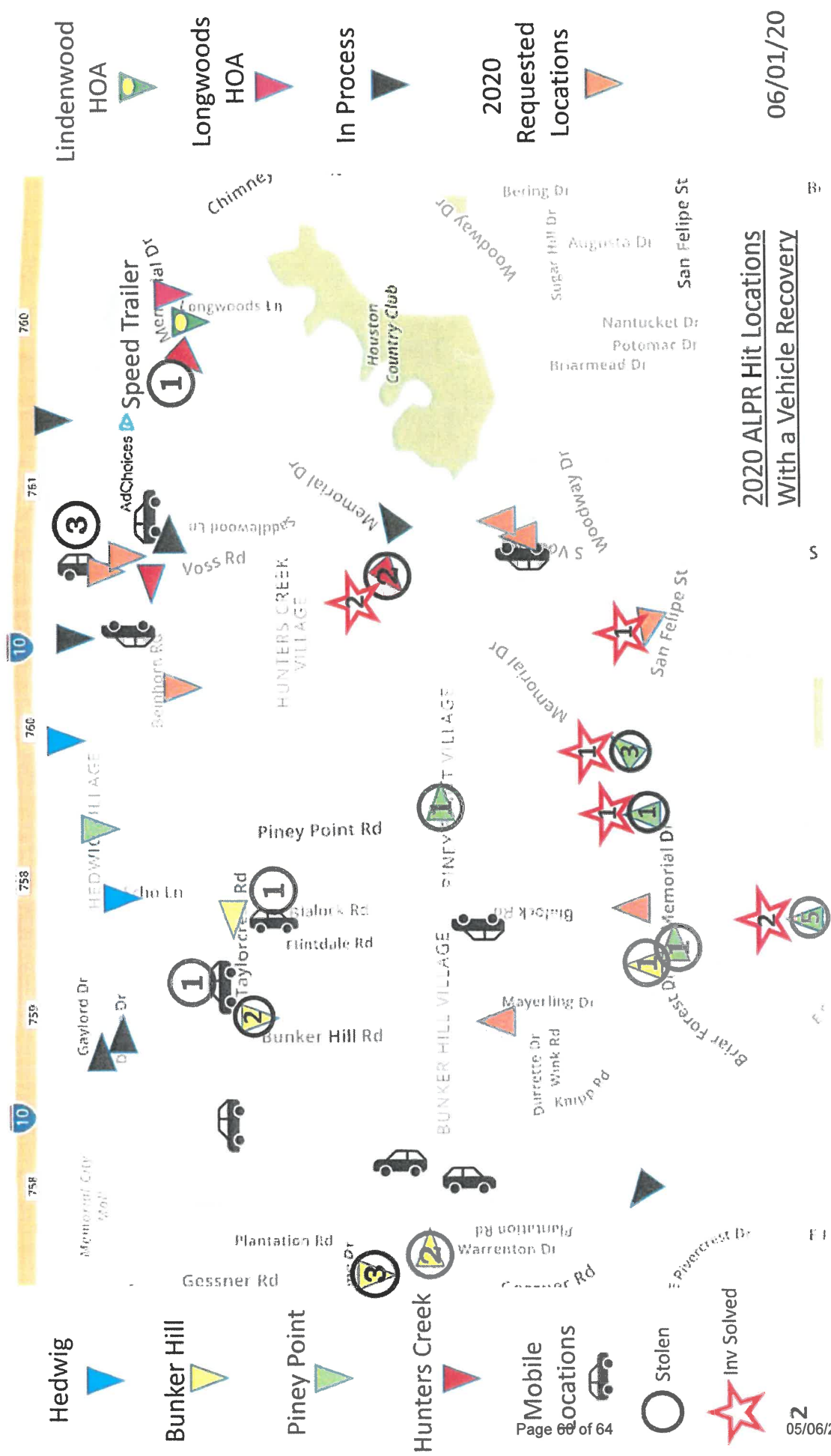
Radio Call Events

Total – 37	4:16
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Fire- 24	3:22
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EMS- 13	4:23
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**2020 ALPR Hit Locations
With a Vehicle Recovery**

06/01/20

B

S

E

F

Mobile Locations
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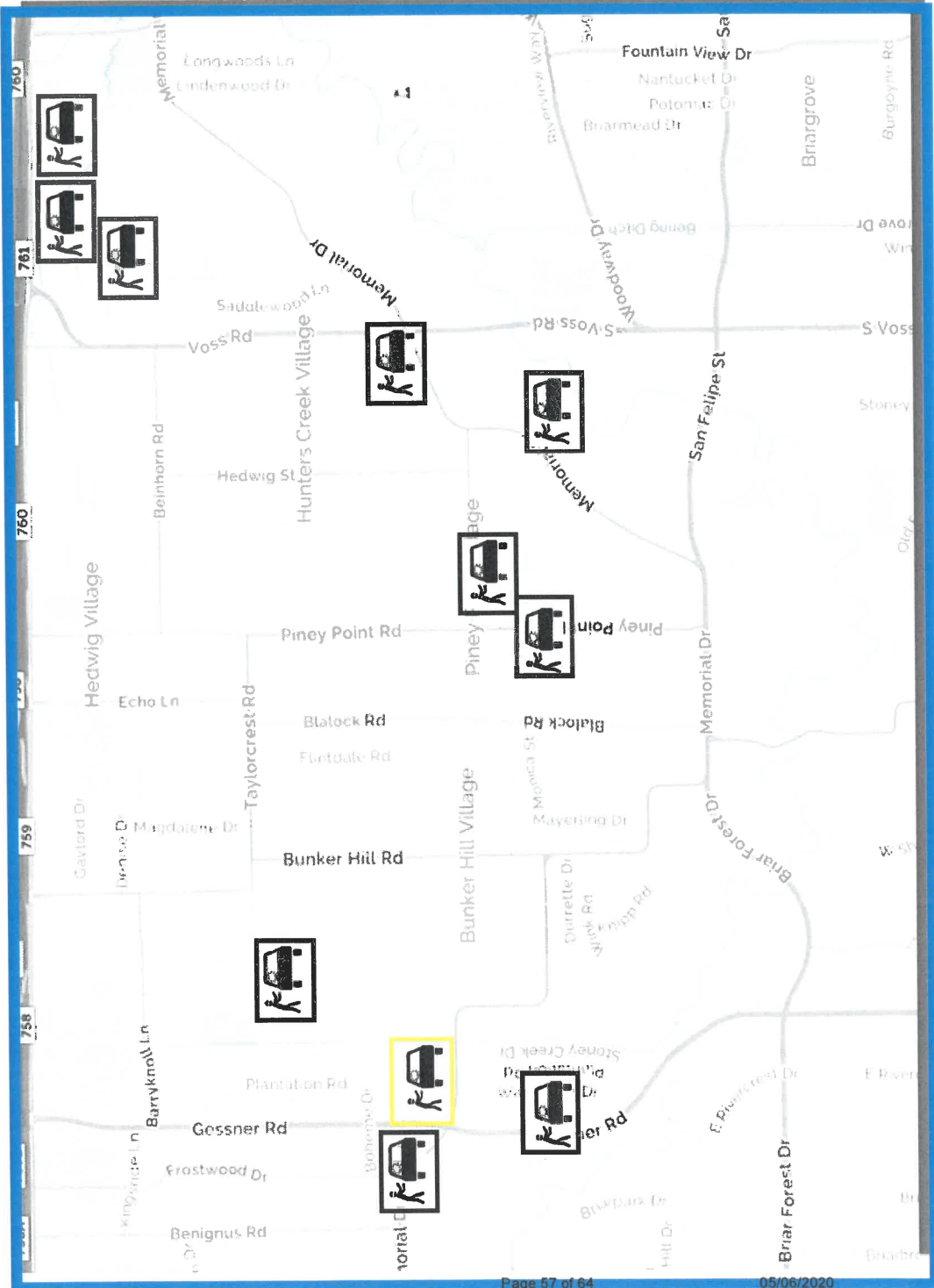
Stolen

Involved

Lindenwood HOA
Longwoods HOA
In Process
2020 Requested Locations

2020 Auto Burglary Map

Address	POE
12210 Valley Star	Side Window
11910 Broken Bough	UNL Door
933 Hickory Hollow	UNL Door
12126 Tara	Side Window
12330 Tealwood North	UNL Door
8435 Katy FWY	UNL Door
906 Flint River	UNL Door
422 Piney Point	UNL Door
11230 Hermosa	UNL Door
11106 Wickway	UNL Door
206 Caruthers	UNL Door



Daytime Burglary

Nighttime Burglary

6/1/20

2 3 4

2020 Total Incidents

2020	Crimes Against Persons	Crimes Against Property	Quality of Life Incidents	Total	Arrests	Incidents	House Checks	YTD BH INC	YTD BH HC	YTD PP INC	YTD PP HC	YTD HC INC	YTD HC HC
January	1	10	96	107	51	7824	6112	3248	2733	2166	1690	2117	1614
February	3	16	82	101	42	6182	4519	2148	1690	1578	1135	2201	1672
March	1	21	40	62	6	7095	6188	2767	2511	1635	1371	2607	2300
April	1	19	41	61	11	6390	5470	1897	1669	2067	1771	2356	2025
May	4	25	39	68	9	7354	6352	2187	1919	2208	1931	2912	2500
June													
July													
August													
September													
October													
November													
December													
Total	10	91	298	399	119	34845	28641	12247	10522	9654	7898	12193	10111

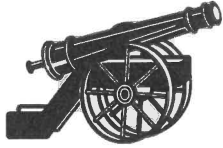
2019 Totals	19	159	1001	1179	580	113459	91672	40711	34541	28785	22638	40905	34223
Difference													
% Change													

2020 Officer Committed Time to Service Report

Employee Name	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Reports	Cites
BAKER, BRIAN C	7:46:27	4:07:52	7:15:21	10:53:17	6:14:25								1	1
BIEHUNKO, JOHN	13:02:04	14:54:33	9:01:13	16:30:24	10:16:57								5	0
BOGGUS, LARRY	20:23:44	15:24:33	16:44:41	10:13:20	16:13:24								3	6
BRACHT, DANIEL	14:03:18	15:34:43	12:36:45	9:17:50	6:59:14								1	1
BURLESON, Jason	7:45:56	13:35:03	7:16:26	7:33:38	13:44:01								0	0
CADENA, VANESSA	20:57:17	17:39:42	18:40:55	16:47:33	19:28:19								4	0
CANALES, RALPH EDWARD	14:39:35	13:47:14	9:58:28	9:29:05	14:47:51								4	0
CERNY, BLAIR C.	4:49:50	19:25:49	11:58:56	17:43:42	18:09:37								3	1
HARWOOD, NICHOLAS	13:39:36	14:10:55	2:17:22	10:59:38	12:04:32								6	1
JARVIS, RICHARD	38:52:26	22:25:37	10:04:09	8:52:25	20:29:48								6	3
JOLIVET, CHARLES	17:12:39	18:35:09	6:19:11	6:59:44	16:10:15								1	4
JONES, ERIC	* 1:40:48	0:00:00	2:52:11	1:29:07	2:27:34								0	0
KELSO JR, RONALD K	* 2:44:33	6:12:45	0:24:12	16:20:06	8:23:13								1	0
LERMA, FRANK	* 5:38:37	15:52:34	1:54:02	9:32:00	3:47:07								0	0
MCELVANY, ROBERT	* 8:18:04	14:18:27	12:47:52	10:23:58	1:51:46								0	0
MILLER, OSCAR	* 2:42:40	2:51:20	8:34:23	13:29:32	10:14:55								3	1
NASH, CHRISTOPHER	28:31:10	15:29:03	19:13:08	18:20:54	18:53:26								9	1
NOWLIN, DONALD L	11:12:43	28:35:23	9:17:31	11:29:15	15:24:28								1	26
OWENS, LANE	* 0:14:42	1:30:29	0:00:00	0:00:00	1:08:53								1	0
PAVLOCK, JAMES ADAM	6:22:26	11:48:32	8:48:47	7:55:45	10:51:53								0	0
RODRIGUEZ, CHRISTOPHER	* 5:12:41	4:39:42	5:55:59	18:10:13	10:57:33								0	0
SCHANMEIR, CHRISTIAN	12:06:22	14:35:02	12:46:49	14:00:33	9:29:01								1	0
SCHULTZ, RAYMOND	* 1:23:48	0:44:16	0:20:02	4:02:00	2:32:10								0	0
SILLIMAN, ERIC	7:52:27	17:00:02	10:25:56	17:10:04	13:35:54								2	0
SSION, KYLE J	* 0:00:00	0:00:00	1:23:31	0:43:24	0:41:47								0	0
SPRINKLE, MICHAEL	4:11:54	10:11:38	6:25:27	2:50:16	2:47:07								0	0
TAYLOR, CRAIG	15:47:28	18:58:41	20:05:55	10:23:31	9:10:29								0	0
TORRES, PATRICK	* 1:01:08	1:02:53	12:25:13	13:19:18	9:18:02								2	0
TUGGLE, JAMES	13:39:46	14:26:44	12:53:29	10:32:32	10:09:11								0	1
VALDEZ, JUAN	19:48:46	16:17:39	19:37:12	15:04:39	15:20:13								1	0
VASQUEZ, MONICA				15:45:17	22:35:41								10	34
WHITE, TERRY	16:06:36	28:42:38	14:37:43	14:27:56	16:39:05								3	0
* = Admin Asmt.														68
														80

Dispatch Committed Time													Totals
911 Phone Calls	422	548	395	299	262								1926
3700 Phone Calls	2612	2306	2341	2395	2452								12106
DP General Phone Calls*	62:09:26	63:05:30	40:09:43	40:19:19	44:50:50								

* This is the minimal time as all internal calls route through the 3700 number.



CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request

Agenda Date: June 16, 2020

Agenda Item No: V

Subject/Proceeding: Fire Commission Liaison's Report

Exhibits: Monthly Report

Clearance: Karen Glynn, City Administrator

Executive Summary


The Fire Commission Report will include the following items:

A. Update on Activities

The Fire Chief submitted the monthly incident report.

The City's Fire Commission Liaison will provide this report.

Village Fire Department - Response Data YTD - May 2020

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
	Total Number of Incidents 2020			Life Threatening (LT) EMS Incidents					Life Threatening (LT) Fire Incidents		% of 2019 Calls are:		% of fire type = fire alarm		
	Fire	EMS	Total	# LT EMS	Natl Stand. 6:30 1st Resp. Time	of 90%	Natl. Stand 10:30 ALS Resp Time	of 90%	# LT Fire	Natl Stand. 6:50 Response Time	of 90%	Fire	EMS	Fire Alarms	% of Fire Calls
Bunker Hill Village	77	68	145	26	3:01	100%	8:15	100%	5	5:16	100%	53%	47%	35	45%
Hedwig Village	80	92	172	51	2:46	100%	3:22	100%	4	4:38	100%	47%	53%	38	48%
Hilshire Village	11	17	28	4	3:29	100%	6:11	100%	2	6:19	100%	39%	61%	3	27%
Hunters Creek Village	140	65	205	23	3:02	100%	5:52	100%	6	3:43	100%	68%	32%	40	29%
Piney Point Village	88	51	139	20	2:16	100%	5:22	100%	9	4:50	100%	63%	37%	35	40%
Spring Valley Village	78	82	160	29	1:43	100%	4:48	100%	5	3:43	100%	49%	51%	24	31%
Houston	119	0	119												
Totals	593	375	968	153	2:42	100%	5:18	100%	31	4:57	100%	61%	39%	175	37%

Notes: ALL Response Time categories include from the receipt of the call at the Primary Dispatch to arrival on location of the responding units.

Column 1: Reflects the cities listed within the chart.

Column 2: Reflects the year to date number of "fire" type calls within each jurisdiction. Includes: fires, vehicle collisions, gas leaks, rescues, tree in roadways, and others.

Column 3: Reflects the year to date number of "EMS" calls within each jurisdiction.

Column 4: Reflects the year to date, total number of all calls within each jurisdiction.

Column 5: Reflects the year to date, number of "life threatening EMS" calls within each jurisdiction. Includes: heart attacks, strokes, seizures, cardiac arrest, seizures and others.

Column 6, Row A: Reflects the "National Standard for total response time for life threatening EMS Calls of 6 minutes 30 seconds.

Column 7: Reflects the year to date, first responder's response times for each jurisdiction.

Column 8, Row A: Reflects the National Standard of the percentage of calls which the national standard should be met: 90%

Column 9: Reflects the year to date, percentage of calls which the national standard is met during life threatening EMS calls.

Column 10: Reflects the National Standard for total response time for life threatening EMS calls for arrival of Advanced Life Support Equipment and Personnel: 10 minutes 30 seconds.

Column 11: Reflects the year to date, Advanced Life Support equipment and personnel response time for life threatening calls within each jurisdiction.

Column 12: Reflects the National Standard of the percentage of calls which the ALS standard should be met: 90%

Column 13: Reflects the year to date, percentage of calls, which the national standards is met of ALS response for each jurisdiction.

Column 14: Reflects the year to date, number of life threatening "Fire Type" calls within each jurisdiction.

Column 15: Reflects the year to date, average total response time to fire type calls within each jurisdiction.

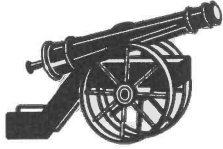
Column 16: Reflects the year to date, percentage of life threatening fire type calls which meet or exceed the National Standard.

Column 17: Reflects the year to date, percentage of calls which our "fire type" calls.

Column 18: Reflects the year to date, percentage of calls which our "EMS" calls.

Column 19: Reflects the year to date number of Fire Alarms within each jurisdiction.

Column 20: Reflects the percentage of fire type calls which are fire alarms.



CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request

Agenda Date:	June 16, 2020
Agenda Item No:	VIII
Subject/Proceeding:	CONSIDERATION AND POSSIBLE ACTION ON EMERGENCY EXTENSION
Exhibits:	Ordinance Extending an Emergency
Clearance:	Karen Glynn, City Administrator

Executive Summary

The Mayor, Public Safety Officials and City Administrator have been working with the various agencies in monitoring the impact of the COVID-19 Virus and the impact to the City of Bunker Hill Village. An Ordinance Declaring an Emergency was approved by the City Council on March 24, 2020 for a 30 day period and extended for 30 days by an Ordinance approved on April 21, 2020 and on May 19, 2020.

The City will continue to follow the Governor's direction regarding this emergency declaration.

It is recommended that this Declaration of Emergency be extended another 63 days since the Council will not be meeting in July and the August meeting is August 18, 2020.

ORDINANCE NO. 20-526

**AN ORDINANCE OF THE CITY OF BUNKER HILL VILLAGE,
TEXAS EXTENDING A PUBLIC HEALTH EMERGENCY AND
EXTENDING A STATE OF DISASTER DUE TO THE OUTBREAK
OF COVID-19; PROVIDING FOR SEVERABILITY; AND
PROVIDING AN EFFECTIVE DATE.**

* * * * *

WHEREAS, Greg Abbott, Governor of the State of Texas, entered a declaration of disaster on March 13, 2020 as a result of the outbreak of the COVID-19 virus; and

WHEREAS, Harris County Judge, Lina Hidalgo, entered a stay home, work safe order for all of Harris County on March 24, 2020 to last until April 3, 2020, due to the outbreak of the COVID-19 virus; and

WHEREAS, on March 31, 2020, Judge Hidalgo extended the stay home, work safe order until April 30, 2020 and has continued orders to date; and

WHEREAS, the Mayor and City Council of the City of Bunker Hill Village, Texas issued a disaster declaration on March 24, 2020 and approved on April 21, 2020 and May 19, 2020, an extension of 30 days to the order; and

WHEREAS, the Mayor and City Council of the City of Bunker Hill Village, Texas will continue to follow the Governor's direction for the extension of this emergency; and

WHEREAS, the Mayor and City Council of the City of Bunker Hill Village, Texas find it to be in the best interest of the health, safety and welfare of its citizens to extend this declaration of disaster for an additional sixty three (63) days; and

WHEREAS, by this Declaration, the City Council declares all rules and regulations that may inhibit or prevent prompt response to this threat suspended for the duration of the incident; and

WHEREAS, pursuant to the authority granted to the Mayor under the Texas Disaster Act, the Mayor, with the consent of Council authorizes the use of all available resources of state government and political subdivisions to assist in the City's response to this situation; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BUNKER HILL VILLAGE, TEXAS:

Section 1. The facts and matters contained in the preamble to this ordinance are hereby found to be true and correct.

Section 2. **Extension of Local State of Disaster.** That the local state of disaster and

public health emergency previously declared for the City of Bunker Hill Village pursuant to §418.108 of the Texas Disaster Act is hereby extended for 63 days from the date of this ordinance or unless terminated or modified by earlier ordinance of the City.

Section 3. **Publicity and Filing.** Pursuant to §418.108(c) of the Texas Disaster Act, this declaration of a local state of disaster due to this public health emergency shall be given prompt and general publicity and shall be filed promptly with the City Secretary.

Section 4. **Activation of the City Emergency Management Plan.** Pursuant to §418.108(d) of the Texas Disaster Act, this declaration of a local state of disaster due to this public health emergency activates the City of Bunker Hill Village Emergency Management Plan.

Section 5. **Temporary Housing and Emergency Shelter.** Pursuant to §418.020(d) of the Texas Disaster Act, this declaration authorizes the City to: (1) temporarily or permanently acquire by lease, purchase, or other means sites required for temporary housing units or emergency shelters for disaster victims; and (2) enter into arrangements necessary to prepare or equip the sites for installation and use of temporary housing units or emergency shelters, including arrangements necessary for the transportation and purchase of temporary housing units or emergency shelters.

Section 6. In the event any clause phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Bunker Hill Village, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

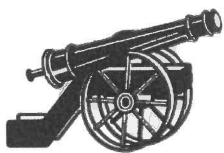
Section 7. This ordinance shall take effect immediately upon its approval.

PASSED, APPROVED AND ORDAINED on this 16th day of June, 2020.

Robert P. Lord, Mayor

ATTEST:

Karen Glynn, Acting City Secretary



CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request

Agenda Date: June 16, 2020

Agenda Item No: IX

Subject/Proceeding: CONSIDERATION AND POSSIBLE ACTION TO AWARD A CONTRACT WITH LANGFORD ENGINEERING UNDER THE CITY'S ON CALL CONTRACT TO PROVIDE FINAL DESIGN SERVICES AND DOCUMENTS FOR SITEWORK AND THE DESIGN AND INSTALLATION OF A NEW WATER WELL (NO. 5 - REPLACEMENT FOR WELL NO. 2)

Exhibits: PROPOSAL from Langford Engineering

Clearance: Steve Smith, Director of Public Works/Building Official
Karen Glynn, City Administrator

Budget: \$700,000 – ** See Table for Project funded in the Utility Fund Capital Improvements Plan

Executive Summary

Since March 2018, staff has shared information with the Mayor and City Council regarding Water Well No. 2 located at City Hall. The well had failed and it was not recommended to be repaired. This well was drilled in 1961.

The Consulting Team and staff developed an overall rehab and replacement plan for the City's Water Production System. This was discussed with the City Council during the 2020 budget process and has been incorporated into the City's 10 year plan.

The plan includes drilling a new well and constructing a transmission main to the water plant. Langford Engineering provided Preliminary Engineering Services for this work. The scope included a site plan and schematic as well as renderings. In addition, the outline of costs and timeline for construction was included.

Staff is working with Spring Branch Independent School District (SBISD) on the location of the well site. The site could be finalized over the next few months.

Working with the SBISD, the City developed a phased approach for design and construction and has been working with the City's Financial Advisor on financing options.

The following outlines the project schedule:

Phase:	Description:	Design:	Bid:	Construction:
I	Well Prep Site work	May 2020 – Nov 2020	Sept-Nov 2020	Nov 2020 – Jan 2021
II	Drill Well/ Construction	May 2020 – Jan 2021	Oct-Dec 2020	Dec 2020 - Nov 2021
<i>Critical Path Summer (June-August) 2021 - Well Drilling/Construction</i>				
III	Well Site Work Restoration	Oct 2020 – Oct 2021	Sept - Nov 2021	Nov 2021 – Jan 2022
IV	Transmission Line to Taylorcrest	Mar 2021 – Dec 2021	Nov - Dec 2021	Dec 2021 – Apr 2022

This agenda item includes the authorization for the final design for the preparation of the contract documents to bid preparation of the site to drill the well. In addition, it includes the design plans and construction documents to drill/construct the well. Approval of this agreement will result in two bid packets which are planned to go out for bid in the fall timeframe as outlined in the table above. Working with the proposed site and SBISD, the summer months are the critical path for construction coordinating with the school schedule and reconstruction.

The agreement also includes fees for the construction phase services once awarded.

The proposal attached includes the details of the project design.

Based on the critical path schedule for the site, staff is proposing authorization for the Mayor to sign these contracts based on the acquisition of the site.

The Proposed Budget and Funding are shown below:

**** City of Bunker Hill Village**

Water Well No. 5

05/01/2020

Schedule

Phase	Description	Days	Engineer's Cost Estimate	2020 Dollars Needed	2021-2022 Budgets
2020 Budget				\$700,000.00	
	Langford Engineering - PER		\$50,000.00	\$50,000.00	
I	Well Prep Design and Sitework Construction	90	\$150,000.00	\$150,000.00	\$0.00
II	Well Drilling Design and Construction	365	\$2,700,000.00	\$360,000.00	\$2,340,000.00
III	Well Sitework Restoration Design and Construction	90	\$1,000,000.00	\$120,000.00	\$880,000.00
IV	Transmission Line to Taylorcrest Design and Construction	150	\$1,900,000.00		\$1,900,000.00
	Subtotal Costs		\$5,800,000.00	\$680,000.00	\$5,120,000.00
	Lloyd Smitha		\$150,000.00		\$150,000.00
	Langford Engineering		\$20,000.00	\$20,000.00	
	Subtotal Extra Costs		\$170,000.00	\$20,000.00	\$150,000.00
	Total Costs		\$5,970,000.00	\$700,000.00	\$5,270,000.00

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between

City of Bunker Hill Village ("Owner")

and Langford Engineering, Inc. ("Engineer")

Engineer agrees to provide the services described below to Owner for Remote Water Well No. 5 ("Project").

Description of Engineer's Services: In accordance with the attached "Scope of Proposed Work and Scope of Engineer's

Services", basic engineering services related to the Construction of Water Well No. 5

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional;

or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become

due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.01 Payment (Lump Sum Basis)

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. A Lump Sum amount of \$248,000.00 ,
2. Plus reimbursable expenses and pre-approved additional services or Engineer's sub-consultants' charges, if any.

B. The Engineer's compensation is conditioned on the time to complete construction not exceeding 15 months. Should the time to complete construction be extended beyond this period, total compensation to Engineer shall be appropriately adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

By: _____

Title: _____

Date Signed: _____

Address for giving notices:

City of Bunker Hill Village

11977 Memorial Drive

Houston, TX 77024

ENGINEER:

By: 

Title: President

Date Signed: _____

License or Certificate No. and State _____

TBPE F#449

Address for giving notices:

Langford Engineering, Inc. (TBPE F-449)

1080 W Sam Houston Pkwy N, Suite 200

Houston, TX 77043

LANGFORD ENGINEERING, INC.

City of Bunker Hill Village – Remote Water Well No. 5

Scope of Proposed Work and Scope of Engineer's Services

Scope of Proposed Construction Work

Water Well #5 Site Improvements (Taylorcrest at Bunker Hill Elementary School) – Clearing, demolition and relocation of existing water & sewer utilities, installation of site drainage, temporary paved access & temporary power.

Water Well #5 – Construction of temporary well “test hole” to an approximate depth of 1,400 feet for water sample analysis, followed by construction of a 24 x 18” gravel pack water well to an estimated depth of 1,250 feet in depth. Permanent well will to be equipped with a 1,500 gallons per minute submersible pump, associated pump column assembly, discharge head, etc.

Engineering services for the transfer water main (necessary to deliver water from Well #5 to the Taylorcrest Water Plant) are not a part of this engineering assignment and are beyond the scope of services under this agreement.

The work described above will be completed under two (2) construction contracts.

Scope of Engineer's Services

BASIC SERVICES

Preliminary Design Phase

A. Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
2. Coordinate with Owner to obtain necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.
3. Advise Owner if additional reports, data, information, or services are necessary and assist Owner in obtaining such reports, data, information, or services.
4. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost.

5. Furnish review copies of the Preliminary Design Phase documents and any other deliverables to Owner within sixty (60) calendar days of authorization to proceed with this phase and review them with Owner.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.

Final Design Phase

- C. After acceptance by Owner of the Preliminary Design Phase documents, Opinion of Probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.
 3. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.
 4. Prepare and furnish Bidding Documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents.
 5. Revise the Bidding Documents in accordance with comments and instructions from the Owner, as appropriate, and submit final copies of the Bidding Documents, a revised opinion of probable Construction Cost.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is two (2). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

Bidding or Negotiating Phase

- E. After acceptance by Owner of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom

Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process contractor deposits or charges for the Bidding Documents.

2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
 3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
 4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents.
 5. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
- F. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

Construction Phase

- G. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract.* Consult with Owner and act as Owner's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing.
 2. *Selecting Independent Testing Laboratory.* Assist Owner in the selection of an independent testing laboratory to perform construction materials testing, if necessary.
 3. *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
 4. *Schedules.* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

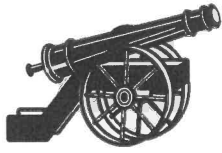
5. *Baselines and Benchmarks.* As appropriate, assist the Owner in establishing baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
6. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
7. *Defective Work.* Recommend to Owner that Contractor's Work be rejected while it is in progress if, on the basis of Engineer's observations, Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

8. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents.
9. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
10. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
11. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
12. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
13. *Disagreements between Owner and Contractor.* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
14. *Applications for Payment.* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

- a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
15. *Contractor's Completion Documents.* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.
16. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer

may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a "Notice of Acceptability of Work", stating, generally, that the Work is acceptable to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

- H. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, Construction Phase services may be rendered at different times in respect to the separate contracts.



CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request

Agenda Date: June 16, 2020

Agenda Item No: X

Subject/Proceeding: **CONSIDERATION AND POSSIBLE ACTION TO PROCEED WITH PREPARING A CONTRACT BETWEEN THE CITY OF BUNKER HILL VILLAGE AND LANGFORD ENGINEERING INC. TO DEVELOP THE FINAL DESIGN PLANS FOR THE RECOATING FOR THE CITY HALL WATER STORAGE TANK**

Exhibits: Proposal

Clearance: Steve Smith, Director of Public Works
Budget: \$45,000 – Utility Fund Capital Improvements Plan

Executive Summary

The coating on the Ground Storage Tank at Water Plant No. 2 behind City Hall has deteriorated over time and is in need of recoating. The optimal time for performing tank maintenance such as this is typically fall and winter when water consumption is lower.

This agenda item is to authorize our utility engineer, Langford Engineering, to begin development of the bid documents for possible solicitation of bids later this year. Staff is requesting the authorization of an amount not to exceed \$45,000 for preparation of the specifications and bid documents for this project. Construction funding is proposed for and will be further discussed with the 2021 Budget.

Project Description	Phase	Budget Breakdown	Funding 2020	Proposed Funding 2021	Schedule
<i>City Hall Ground Storage Tank Recoating</i>	Engineering – Bid Document Preparation	\$45,000	\$45,000		June -August
	Bid and Award				November 2020
	Construction	\$250,000		\$250,000	December – February 2021
	Contingency	\$25,000		\$25,000	
Project Total		\$320,000	\$45,000	\$275,000	

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between

City of Bunker Hill Village (“Owner”)

and Langford Engineering, Inc. (“Engineer”)

Engineer agrees to provide the services described below to Owner for GST Recoating – Water Plant 2 (“Project”).

Description of Engineer’s Services: In accordance with the attached “Scope of Proposed Work and Scope of Engineer’s

Services”, engineering services related to surface preparation, minor repairs and application of interior and exterior protective

coatings to Ground Storage Tank and associated piping located at Water Plant No. 2.

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer’s standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer’s invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer’s employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer’s employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer’s consultants’ charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause, .

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement’s terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer’s responsibilities as a licensed professional;

or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but

without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.01 Payment (Lump Sum Basis)

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. A Lump Sum amount of \$ 45,000.00

B. The Engineer's compensation is conditioned on the time to complete construction not exceeding 4 months. Should the time to complete construction be extended beyond this period, total compensation to Engineer shall be appropriately adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

ENGINEER:

By: _____

By: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

License or Certificate No. and State _____

Address for giving notices:

Address for giving notices:

Langford Engineering, Inc. (TBPE F-449)
1080 W Sam Houston Pkwy N, Suite 200
Houston, TX 77043

LANGFORD ENGINEERING, INC.

City of Bunker Hill Village – Water Plant No. 2 - GST Recoating

Scope of Proposed Work and Scope of Engineer's Services

Scope of Proposed Work

Water Plant No. 2 (City Hall) – Application of protective coatings to existing welded steel ground storage tank (interior and exterior and associated yard piping), including surface preparation, minor repairs and floor patches.

This Work will be completed under one (1) construction contract.

Scope of Engineer's Services

BASIC SERVICES

Preliminary Design Phase

A. Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
2. Coordinate with Owner to obtain necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.
3. Advise Owner if additional reports, data, information, or services are necessary and assist Owner in obtaining such reports, data, information, or services.
4. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost.
5. Furnish review copies of the Preliminary Design Phase documents and any other deliverables to Owner within sixty (60) calendar days of authorization to proceed with this phase, and review them with Owner.

- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.**

Final Design Phase

- C. After acceptance by Owner of the Preliminary Design Phase documents, Opinion of Probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
 - 1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 - 2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.
 - 3. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.
 - 4. Prepare and furnish Bidding Documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents.
 - 5. Revise the Bidding Documents in accordance with comments and instructions from the Owner, as appropriate, and submit final copies of the Bidding Documents, a revised opinion of probable Construction Cost.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one (1). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

Bidding or Negotiating Phase

- E. After acceptance by Owner of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
 - 1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process contractor deposits or charges for the Bidding Documents.
 - 2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
 - 3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.

4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents.
 5. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
- F. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

Construction Phase

- G. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract.* Consult with Owner and act as Owner's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing.
 2. *Selecting Independent Testing Laboratory.* Assist Owner in the selection of an independent testing laboratory to perform construction materials testing, if necessary.
 3. *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
 4. *Schedules.* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
 5. *Baselines and Benchmarks.* As appropriate, assist the Owner in establishing baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
 6. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer are not intended

to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

- b. The purpose of Engineer's visits to the Site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- 7. *Defective Work.* Recommend to Owner that Contractor's Work be rejected while it is in progress if, on the basis of Engineer's observations, Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- 8. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents.
- 9. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

10. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
11. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
12. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.

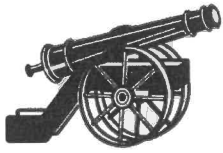
(ADDED) In addition to requirements as applicable in item 12 (above), Engineer shall furnish the services of a NACE Certified inspector to observe environmental conditions, coating substrate preparation, application of critical coatings and to observe and measure coating applications upon completion by the Contractor for conformance with the project plans and specifications.

13. *Disagreements between Owner and Contractor.* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
14. *Applications for Payment.* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief,

Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).

- b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
- 15. *Contractor's Completion Documents.* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.
 - 16. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a "Notice of Acceptability of Work", stating, generally, that the Work is acceptable to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

- H. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, Construction Phase services may be rendered at different times in respect to the separate contracts.



CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request

Agenda Date: June 16, 2020

Agenda Item No: XI

Subject/Proceeding: **CONSIDERATION, DIRECTION AND POSSIBLE ACTION TO PROCEED WITH AN INTERLOCAL AGREEMENT WITH THE CITY OF HEDWIG VILLAGE, TEXAS FOR A JOINT PROJECT FOR THE INSTALLATION OF A CROSSWALK ON TAYLORCREST**

Exhibits: **INTERLOCAL AGREEMENT**

Clearance: Steve Smith, Director of Public Works/Building Official
Karen Glynn, City Administrator

Budget: \$10,000 – Funding in the General Fund Capital Improvements Plan

Executive Summary

As presented at the April City Council Meeting, Staff has been working with the City of Hedwig Village to install a Pedestrian Crosswalk for Taylorcrest Road at Magdalen Street similar to the crosswalk recently installed on Blalock Road. This crosswalk is entirely within the City of Bunker Hill but serves residents in Hedwig Village. Hedwig is proposing to include pavement lighting for this location. The cost of the installation would be \$36,000.00. The design of the pavement lighting would avoid placement of any lights in the wheel path of vehicles to reduce tire noise at the location.

It was the consensus of Council to proceed with discussions with Hedwig Village indicating that Bunker Hill would be willing to construction and fund the same system and amount as was installed for the Blalock Crosswalk (Budget - \$10,000). Hedwig would be responsible for the remaining costs. In addition, Hedwig should participate in a pro-rata share of the maintenance costs.

Staff has worked with the City Administrator of Hedwig Village to discuss these issues and Hedwig Village City Council has approved the Interlocal Agreement with these provisions.

Staff is seeking Council's approval to fully execute the agreement and move forward with the project. Funding is available in the General Fund Capital Projects Budget since the two projects (Memorial Landscaping and Blalock Crosswalk) with Piney Point have been constructed, paid and were both under budget.

**INTERLOCAL AGREEMENT BETWEEN THE CITIES OF BUNKER
HILL VILLAGE, TEXAS AND HEDWIG VILLAGE, TEXAS FOR
IMPROVEMENTS TO CROSSWALK ON TAYLORCREST ROAD**

THE STATE OF TEXAS § KNOW ALL MEN BY THESE PRESENTS
 §
COUNTY OF HARRIS §

This Interlocal Agreement (“Agreement”) is made and entered into pursuant to the Interlocal Cooperation Act (TEX. GOV’T CODE ANN., Ch. §791) by and, between the **City of Hedwig Village, Texas** a municipal corporation under the laws of the State of Texas (hereinafter referred to as “Hedwig”) and the **City of Bunker Hill Village, Texas** a municipal corporation under the laws of the State of Texas (hereinafter referred to as “Bunker Hill”).

WITNESSETH, that

WHEREAS, Hedwig has proposed to participate in the installation of crosswalk improvements across Taylorcrest Road (the “Project”) west of the intersection of Taylorcrest Road and Magdalene Drive, which right-of-way is owned by Bunker Hill; and

WHEREAS, it is to the benefit of Hedwig and Bunker Hill to enter into this agreement and to undertake these improvements and enhance the safety of this area for both cities;

NOW THEREFORE, for and in consideration of the mutual covenants, agreements, and benefits to the parties herein named, the parties hereby agree as follows:

1. The improvements will consist of Lighted Signage and Roadway Embedded Lights.
2. All plans and specifications for the improvements, have been submitted and approved by the City of Hedwig Staff.

A. Bunker Hill shall be responsible for preparation of construction plans and

specifications, and will administer bidding, construction, and inspection of the Project; provided, however, that Hedwig shall reimburse Bunker Hill at 72% for costs associated with such improvements. Bunker Hill has budgeted an amount not to exceed \$10,000 for the project. Bunker Hill will have the responsibility to award the bid and authorize commencement of construction. The cost of any future maintenance of the improvements shall be borne by both Bunker Hill at 28% of such costs and 72% by Hedwig of such maintenance costs. Bunker Hill represents that all improvements constructed pursuant to this Agreement shall be constructed in a good and workmanlike manner and in accordance with generally accepted standards pertinent thereto, and that they shall fully conform with all applicable federal, state and local laws, ordinances, and the local permitting authorities. As owner of the right-of-way, the City of Bunker Hill has the right to remove the improvements if deemed necessary.

B. All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered by messenger to Hedwig at the following address:

City of Hedwig Village
955 Piney Point Rd
Hedwig, Texas 77024
Attention: Mayor

All notices and communications under this agreement shall be mailed by certified mail, return receipt requested, or delivered by messenger to Bunker Hill at the following address:

City of Bunker Hill Village
11977 Memorial Drive Houston,
Texas 77024
Attention: Mayor

C. Following the initial construction and installation of the improvements, Bunker Hill will maintain all improvements in accordance with this agreement. This Agreement will remain in effect for as long as the improvements are in place.

D. All parties to this agreement agree that all payments required hereunder shall be made from current revenues.

E. This Agreement is not intended to and shall not create a joint enterprise between Bunker Hill and Hedwig. The parties hereto are undertaking governmental functions or services under this Agreement and the purpose hereof is solely to further the public good, rather than any pecuniary purpose. The party undertaking work under this Agreement shall have responsibility for day-to-day management and control of the improvements acquired pursuant to this Agreement upon which such work is performed, except as may otherwise expressly be provided herein.

F. No party hereto shall make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other party hereto. This instrument contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any modification concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing signed by all parties hereto.

Executed in duplicate originals on this _____ day of _____ 2020.

City of Hedwig Village

By: 
Brian T. Muecke, Mayor

City of Bunker Hill Village

By: _____
Robert Lord, Mayor

ATTEST:

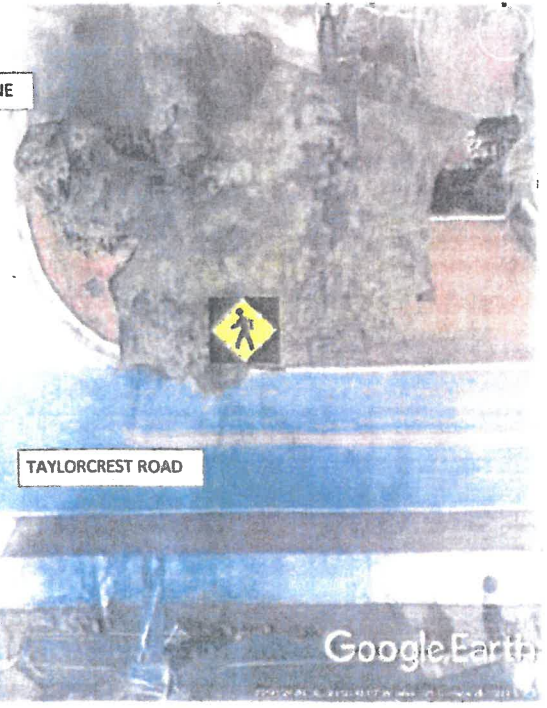
By: 
Kelly Johnson, City Secretary

ATTEST:

By: _____
Karen Glynn, City Secretary



MAGDALENE



TAYLORCREST ROAD

Google Earth



Traffic Safety Corporation
2708 47th Ave.
Sacramento, CA 95822-3806
Toll Free: 888.446.9255
Tel: 916.394.9884
Fax: 916.394.2809
Email: sales@xwalk.com
Web: www.xwalk.com

Pedestrian Push-Button Stations

General Description

Our push-button stations are designed for use at a pedestrian crosswalk to activate In-Roadway Warning Lights or Flashing LED Edge Lit Signs. All stations include an instructional sign plate and an ADA-compliant push-button.

BullDog III Push-Button Station

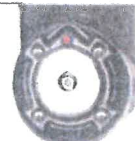
The BullDog III sets a higher standard for ADA-compliant pedestrian crossing push-buttons. The BullDog III is not only accessible, but it's also designed for very low maintenance and built on tested and proven technology. This button is highly vandal resistant with essentially no moving parts. It is pressure activated, but can withstand an impact from a baseball bat or hammer. When the switch activates, you will hear a beep and the LED will flash. The BullDog III Push-Button Station includes an instructional sign, a push-button for activating the flashing lights, and a push-button frame.

BullDog III Features

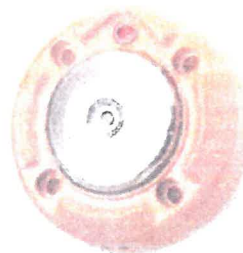
- BullDog III Push-Button Station includes: an instructional sign, a push-button, and push-button frame.
- Superior die-cast aluminum, powder-coated body - independently lab tested to NEMA 250 (6P) specifications.
- 316 Marine grade stainless steel button cap far exceeds the durability of competing products.
- 2" ADA compliant button withstands severe impact from baseball bats, skate boards, hockey sticks, etc.
- Button places a call with less than two pounds of force.
- Button requires push action to activate - cannot be jammed or stuck on.
- Wide operating temperature range of -30° to 165°F (-34° to 74°C).
- Ultra-durable, long-life - tested to 300 million operations.
- Wind, rain, hail, and vibration have no negative effects.
- Transient protection meets and exceeds NEMA specifications - independently lab tested and certified.
- Piezo-driven solid state switch sounds simultaneously with push-button.
- Provides two-tone audible confirmation as well as visual LED confirmation.
- Available in black or yellow (contact TSC for other colors).
- BullDog III push-buttons use power from existing switch wires.
- 5-year warranty.



BullDog III Push-Button Station with Left Arrow Button



BullDog III Push-Button Station with Stainless Steel Button



BullDog III Push-Button

Visit our web site: www.xwalk.com



Traffic Safety Corporation
2708 47th Ave.
Sacramento, CA 95822-3806
Toll Free: 888.446.9255
Tel: 916.394.9884
Fax: 916.394.2809
Email: sales@xwalk.com
Web: www.xwalk.com



TS30

**Pedestrian and School Crossing
Flashing LED Edge Lit Signs
MUTCD Compliant**

General Description

The TS30 conforms to the specifications of the Federal Highway Administration (FHWA) set forth in the Manual on Uniform Traffic Control Devices (MUTCD). Using the latest advances in LED technology, the TS30 employs a set of synchronized high-intensity LEDs to extend the range of visibility of the sign during the day or night. Furthermore, the LEDs are flashed, which increases driver awareness of the sign and allows drivers to act sooner in advance of the crosswalk. Drivers are given more time to respond appropriately; thus improving the safety of pedestrians.

TS30 signs are used in conjunction with Traffic Safety Corporation's In-roadway Warning Lighting Systems (IRWLS) as a pre-warning device. Pre-warning devices provide an early warning to drivers of situations that require special caution or a speed reduction. In addition, the use of low power LED technology makes the sign ideal to be powered by solar power as well as conventional AC sources.

Typical applications include: mid-block crosswalks, school zones, parks, playgrounds, retirement communities, shopping malls and hospitals.

Why Our Signs are Better

High Visibility

- Type IX reflective sheeting provides outstanding reflective brightness, day or night.
- High intensity LEDs extend the visibility of the sign under all weather conditions.

Superior Performance

- Low power LED technology reduces system power consumption and operating cost.

Outstanding Durability

- Highway grade .080 aluminum construction provides resistance to corrosion.
- The use of highway grade Type IX sheeting helps to maintain long term reflectivity.
- Stainless steel security fasteners and Tufnut mounting hardware included to keep the sign secure.
- Signs are weatherproof to prevent outside elements from entering the internal casing.

Features

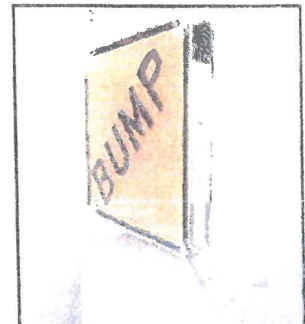
- MUTCD section 2A.07 and 2A.08 compliant.
- High visibility, low power consumption.
- Fast, easy installation, low maintenance.
- Easy integration with in-pavement lighting system.
- Vandal-resistant mounting hardware included.



Pedestrian Crossing (W11-2)



School Crossing (S1-1)



Double sided configuration

Optional Double Sided Configuration

Our double sided configuration is available with an attached 2-1/4" Telespar square tube sleeve. The Telespar sign support system allows for fast and easy installation. Just insert the sign's 2-1/4" square tube sleeve over a 2" Telespar pole, insert the bolts and tighten.



Visit our web site: www.xwalk.com



Traffic Safety Corporation
2708 47th Ave.
Sacramento, CA 95822-3806
Toll Free: 888.446.9255
Tel: 916.394.9884
Fax: 916.394.2809
Email: sales@xwalk.com
Web: www.xwalk.com

TS-SR-48 Bi-Directional, Stainless Steel LED Road Stud

General Description

Our TS-SR-48 stainless steel road stud features a durable, low maintenance design with outstanding visibility during the day and at night.

The TS-SR-48 is typically used in crosswalk applications, but it also can be used to mark school zones and rail-road crossings, lane control for bridges and tunnels, wrong way warning, and toll booth or toll way lead-on applications.

All In-Roadway Warning Lighting System components are available from TSC. A typical installation would include a set of road studs, a control system, one or more activation devices such as a pedestrian push button station, and flashing LED crossing signs.

Features

- Robust construction, suitable for harsh conditions.
- Snowplow resistant.
- Outstanding visibility during the day and at night.
- Suitable for applications in crosswalks, school zones, bridges and tunnels.
- Only .33" (8.5mm) above road surface.
- Connect multiple road studs in series circuit.
- Low maintenance, 100% waterproof.
- Easy replacement: base (fixed in the pavement), main body (removable).
- LEDs protected by polycarbonate window.
- Up to .62 mile (1 km) visibility distance due to high intensity LEDs.
- Optional: use different LED colors in each window.

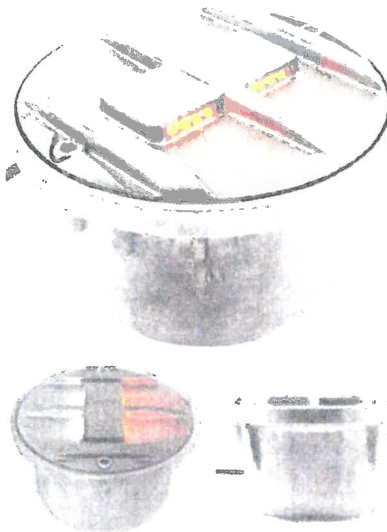
Specifications

Modes of Operation:

- Always On (other modes of operation like flashing or sequential are available with external controller)

LED Configuration:

- Bidirectional



Electrical:

Power Supply	12V DC or 24V DC	42V AC or 18V-72V DC	120V AC or 230V AC
Current Consumption	160 mA ¹	98 mA ¹	60 mA ¹
Power Cable	Brown Wire (+) Blue Wire (-)	Brown Wire (Line) Blue Wire (Neutral) Yellow/Green (Earth)	Brown Wire (Line) Blue Wire (Neutral) Yellow/Green (Earth)
Working Temperature	-13°F to +185°F (-25°C to +85°C)		

¹ Maximum power consumption.

Optical:

- LED Number: 16 LEDs
- LED Type: 5mm
- LED Colors: White, Red, Yellow, Green, Blue
- Viewing Angle: 15°

Mechanical:

- Main Body: Stainless Steel League
- Base: Aluminium
- Mechanical Resistance: 90 tons
- Weight: 5.95 lb. (2.7 kg)
- Protection Index: IP68, IK10
- Dimensions: 6.32" (160.5mm) diameter x 3.96" (100.5mm) height

Other Versions

TS-SR-48P:

- 4 high power LEDs (1W) for maximum brightness (day and night)
- Specially developed heat sink to increase LED lifetime.
- Viewing Angle: 16°
- Power Supply: 24V DC (200 mA max)

Visit our web site: www.xwalk.com



Traffic Safety Corp.

2708 47th Avenue
Sacramento, CA 95822, USA<https://www.xwalk.com>

US & Canada: +1 888 446 9255

Worldwide: +1 916 394 9884

Quote

Customer Number: 02-QUOTETX

Quote Number: 0104149

Quote Date: 3/25/2020

Expires On: 4/24/2020

Salesperson: Jennifer Kay

jennifer.kay@xwalk.com

Direct Line: 1-916-330-1081

Bill To:

City of Bunker Hill
Houston, TX 77024
United States
ssmith@bunkerhilltx.gov

Confirm To: Steve Smith

Ship To:

City of Bunker Hill
Houston, TX 77024
United States

Notes: 713-365-3773

Ship Via
BEST WAYTerms
Net 30 Days From Invoice Date

Item / Description	UOM	Qty Quoted	Price	Amount
TS-SR48-YY-2G Stainless Steel Bidirectional Yellow/Yellow Inset light. Snowplow resistant. Two Cable Gland. 5' per cable per side included. Advise if longer cable needed	EA	6	\$595.00	\$3,570.00
Includes Installation Accessories				
-TS1200SP1 System Controller TS1200 UL Listed Solar Power INPUT, 12VDC OUTPUT for Push Button Activation (Push Button sold separate)	EACH	1	\$1,700.00	\$1,700.00
AC-BDL3-B Bull Dog III ADA Push Button Pressure Activated IP 67	EA	2	\$159.50	\$319.00
SI-TS30W11230-DC LED Crossing Sign 30"x30" Pedestrian Crossing FYG DG3 Diamond Shape 12v DC	EA	2	\$1,085.00	\$2,170.00
SL-PANEL90-HPM Solar Panel 90 watts with Mounting Kit Included 0	EA	1	\$495.00	\$495.00
SL-8G31 Solar Gel Battery 97.6AH20h Rate 12Volts	EA	2	\$335.00	\$670.00

Continued