

Office of the City Manager

City of Richland Hills, Texas

Memorandum

To: Honorable Mayor Bill Agan and members of the Richland Hills City Council
From: Curtis E. Hawk, City Manager
Date: September 3, 2013
Subject: Professional Services Agreement with Teague Nall & Perkins for Traffic Control Plan at Richland Middle School

City Council Action Requested:

Approve professional services agreement with Teague Nall & Perkins in the amount of \$3,600 to prepare recommendations for a traffic control plan at Richland Middle School, and authorize additional services as set out in the agreement and as may be requested by RHPD for Binion Elementary School.

Background Information:

With the beginning of the new BISD school year on August 26th, immediate problems surfaced at Richland Middle School (RMS) that adversely impacted not only school traffic but residents in the surrounding neighborhood as well. Officials with RMS requested assistance from the Richland Hills Police Department (RHPD) in resolving the issue. For liability reasons any modifications affecting traffic patterns should be based on standard traffic engineering analysis of the situation. Police Chief Barbara Childress brought the issue to my attention and recommended that we engage Teague Nall & Perkins (TNP) to perform an engineering analysis of the traffic patterns around RMS in order to develop a viable traffic control plan to ameliorate the situation. I concur with the recommendation.

Robert Jenkins, Traffic Engineering Manager for TNP, has performed these types of services for the City in the past to the satisfaction of RHPD. The scope of services set out in the agreement attached to this agenda item page has been prepared by TNP and

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is agreeable with the City. The agreement specifies a fixed fee of \$3,600 for basic engineering services with additional services to be compensated at TNP hourly rates. There have also been traffic issues around Binion Elementary School which may require some assistance from TNP in order to resolve. Any assistance at Binion will be expensed at the hourly rate.

Board/Citizen Input:

RHPD staff and the representative of TNP are working with RMS to develop the plan.

Financial Impact:

Funds are available in the Traffic Safety Fund; the project is an eligible expenditure.

Staff Contacts:

Curtis E. Hawk, City Manager
817-616-3806
chawk@richlandhills.com

Barbara Childress, Police Chief
817-616-3780
bchildress@richlandhills.com



AUTHORIZATION FOR PROFESSIONAL SERVICES

PROJECT NAME: Traffic Plan for Middle School Dismissal

TNP PROJECT NUMBER:

CLIENT: City of Richland Hills

ADDRESS: 3200 Diana Drive, Richland Hills, TX 76118

The City of Richland Hills (the CLIENT) hereby requests and authorizes Teague Nall and Perkins, Inc., (the CONSULTANT) to perform the following services:

Article I

SCOPE:

1. Meet with Police Department and School Assistant Principal to understand concerns and intended traffic operations during dismissal period.
2. Develop conceptual illustration of suggested traffic control plan with aerial background.
3. Review illustration with Police Department and School Assistant Principal.
4. Address review comments and modify plan.
5. Observe dismissal traffic operations during the first or second week of school.
6. Suggest and discuss modifications.
7. Finalize conceptual drawing of control plan.

Article II

COMPENSATION to be on a basis of the following:

1. **BASIC SERVICES:** The CLIENT agrees to pay the CONSULTANT a fixed fee of **\$3,600** for **BASIC ENGINEERING SERVICES** as outlined above. **BASIC SERVICES** shall be billed monthly based on the percentage of work complete.
2. **ADDITIONAL SERVICES:** **ADDITIONAL SERVICES** shall be any service provided by the CONSULTANT which is not specifically included in **BASIC SERVICES** as defined above. **ADDITIONAL SERVICES** shall include, but shall not be limited to:
 - a. Collection of traffic counts
 - b. Preparation of construction plans
 - c. Surveying
 - d. Formal Presentations
 - e. Cost estimates
 - f. Drawings of alternative traffic control plans in addition to above

ADDITIONAL SERVICES shall be considered additional work and shall be reimbursed at standard TNP hourly rates or TNP standard rates for items provided in-house, or direct expenses times a multiplier of 1.10 for non-labor, subcontract or mileage items.



- 3. **PAYMENT TERMS:** CLIENT shall be billed monthly for services rendered and pay promptly upon receipt of invoice. Delays of transmitting payments to **CONSULTANT** more than 30 days from invoice date may result in cessation of services until payment is received.

Article III

SCHEDULE: Engineering work on this project shall be completed according to the following schedule:

Tasks 1 – 4 will be completed within 1week from authorization. Tasks 5 - 7 will be completed by within two weeks after implementation of the Traffic Control plan).

Article IV

CONTRACT PROVISIONS: Contract provisions are attached hereto and made a part hereof.

Please execute and return a signed copy for our files. Receipt of an executed copy of this contract will serve as notice to proceed. No work shall commence on the project until an executed copy of this contract is received by CONSULTANT. By signing below, the signer warrants that he or she is authorized to execute binding contracts for the CLIENT.

Approved by CLIENT:

Accepted by CONSULTANT:

By: _____

By: Robert W. Jenkins, P.E.

Title: _____

Title: Traffic Engineering Manager

Date: _____

Date: 8/16/13



PROVISIONS

- 1. AUTHORIZATION TO PROCEED**

Signing this agreement shall be construed as authorization by CLIENT for TNP, Inc. to proceed with the work, unless otherwise provided for in this agreement.
- 2. LABOR COSTS**

TNP, Inc.'s Labor Costs shall be the amount of salaries paid TNP, Inc.'s employees for work performed on CLIENTS Project plus a stipulated percentage of such salaries to cover all payroll-related taxes, payments, premiums, and benefits.
- 3. DIRECT EXPENSES**

TNP, Inc.'s Direct Expenses shall be those costs incurred on or directly for the CLIENT's Project, including but not limited to necessary transportation costs including mileage at TNP, Inc.'s current rate when its, or its employee's, automobiles are used, meals and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing and binding charges. Reimbursement for these expenses shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by TNP, Inc.
- 4. OUTSIDE SERVICES**

When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for TNP, Inc.'s administrative costs, as provided herein.
- 5. OPINION OF PROBABLE COST**

In providing opinions of probable cost, the CLIENT understands that TNP, Inc. has no control over costs or the price of labor, equipment, or materials, or over the Contractor's method of pricing, and that the opinions of probable cost provided to CLIENT are to be made on the basis of the design professional's qualifications and experience. TNP, Inc. makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.
- 6. PROFESSIONAL STANDARDS**

TNP, Inc. shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work in the State of Texas, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Authorization. TNP, Inc. makes no other warranty, expressed or implied.
- 7. TERMINATION**

Either CLIENT or TNP, Inc. may terminate this authorization by giving 10 days written notice to the other party. In such event CLIENT shall forthwith pay TNP, Inc. in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.
- 8. MEDIATION**

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and the CONSULTANT agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbonding mediation unless the parties mutually agree otherwise.

The CLIENT and the CONSULTANT further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants retained also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.
- 9. LEGAL EXPENSES**

In the event legal action is brought by CLIENT or TNP, Inc. against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.
- 10. PAYMENT TO TNP, INC.**

Monthly invoices will be issued by TNP, Inc. for all work performed under the terms of this agreement. Invoices are due and payable on receipt. If payment is not received within 30 days of invoice date, all work on CLIENT's project shall cease and all work products and documents shall be withheld until payment is received by TNP. Time shall be added to the project schedule for any work stoppages resulting from CLIENT's failure to render payment within 30 days of invoice date. Interest at the rate of 1½% per month will be charged on all past-due amounts, unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law.
- 11. LIMITATION OF LIABILITY**

TNP, Inc.'s liability to the CLIENT for any cause or combination of causes is in the aggregate, limited to an amount no greater than the fee earned under this agreement.
- 12. ADDITIONAL SERVICES**

Services not specified as Basic Services in Scope and Attachment 'A' will be provided by TNP, Inc. as Additional Services when required. The CLIENT agrees upon execution of this contract that no additional authorization is required. Additional services will be paid for by CLIENT as indicated in Article II, Compensation.
- 13. SALES TAX**

In accordance with the State Sales Tax Codes, certain surveying services are taxable. Applicable sales tax is not included in the fee set forth and will be added on and collected when required by state law. Sales tax at the applicable rate will be indicated on invoice statements.
- 14. SURVEYING SERVICES**

In accordance with the Professional Land Surveying Practices Act of 1989, the CLIENT is informed that any complaints about surveying services may be forwarded to the Texas Board of Professional Land Surveying, 12100 Park 35 Circle, Building A, Suite 156, MC-230, Austin, Texas 78753, (512) 239-5263.
- 15. LANDSCAPE ARCHITECT SERVICES**

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as landscape architects in Texas. The CLIENT is informed that any complaints about landscape architecture services be forwarded to the Texas Board of Architectural Examiners, Hobby Building: 333 Guadalupe, Suite 2-350, Austin, Texas 78701, Telephone (512) 305-9000, Fax (512) 305-8900.
- 16. INVALIDITY CLAUSE**

In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.
- 17. PROJECT SITE SAFETY**

TNP, Inc. has no duty or responsibility for project site safety.
- 18. CONSTRUCTION MEANS AND METHODS AND JOBSITE SAFETY**

Means and methods of construction and jobsite safety are the sole responsibility of the contractor.