



CITY OF WEST LAKE HILLS, TEXAS
NOTICE OF CITY COUNCIL REGULAR MEETING
Wednesday, February 28, 2024 at 7:00 PM

Notice is hereby given that the City Council of the City of West Lake Hills, Texas, will hold a Regular Meeting on the 28th day of February 2024 at 7:00 p.m., in the Council Chambers, Municipal Building, 911 Westlake Drive, West Lake Hills, Texas, at which time the following items will be discussed, to-wit:

REMOTE ACCESS - Join Zoom Meeting at <https://us02web.zoom.us/j/3499549035>
Or via telephone: Dial (346) 248-7799
Meeting ID: 349 954 9035

If you wish to speak during the meeting or provide written comments, please email your name, phone number, comments, and the item number you wish to speak/comment on to citysec@westlakehills.gov by 1:00 P.M. on February 28, 2024.

1. Call to Order
2. Citizen Communications The City Council welcomes public comments at this point on any issue. If the issue is listed on the agenda, the speaker may choose to comment during the Public Comment period or when the specific agenda item is taken up by the Council later in the meeting. The Council cannot respond to or discuss matters not listed on the agenda. The Council may provide factual information, refer the item to a staff member, or request the item be added to a future meeting agenda. Speakers shall limit their comments to five (5) minutes each.
3. Consent Agenda All Consent Agenda items listed are considered to be routine by the City Council and will be enacted by one (1) motion. No separate discussion or action on any of the items is necessary unless requested by a Council Member.
 - a. Approval of the February 14, 2024 Regular Meeting Minutes.
 - b. Approval of a resolution suspending the April 9, 2024 effective date of the proposal by Texas Gas Service Company to implement interim GRIP rate adjustments for gas utility investment in 2023.
 - c. Approval of the Trinity Episcopal School monument sign at 950 Westbank Drive.
 - d. Approval of an amendment to the Villages at Westlake Uniform Sign Agreement for the UPS Store at 701 S. Capital of Texas Highway, Suite D-420 and a new comprehensive Uniform Sign Agreement to eliminate future amendments for individual signs.

4. Administration Discuss and consider action on the approval of an ordinance canceling the May 4, 2024 General and Special Elections and declaring the unopposed candidates for the offices of Mayor, Council Member Place 2, Council Member Place 4, and Council Member Place 1 (for an unexpired term) as elected.
5. Administration Discussion and possible action on direction regarding policy on Building Permit and Application Expirations.
6. Administration Discuss and consider approving Amendment #3 to the professional services agreement with Brinkley Sargent Wiginton, Inc.
7. Police Discuss and consider the implementation of license plate reader cameras.
8. Administration Discussion and possible action to authorize the City Administrator to execute an amendment to the CMaR Contract with SpawGlass for the new municipal complex amending the insurance requirements and formalizing the previous City Council action regarding the Guaranteed Maximum Price (GMP) proposal.
9. Executive Session In accordance with Texas Government Code, Section 551.001, et seq, the City Council will recess into Executive Session (closed meeting) to discuss the following:
 - a. Section 551.071 - Consultation with the attorney regarding pending or contemplated litigation, or settlement offer; or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act, re: City of West Lake Hills v. the following:
 1. Jaffe - 1405 Wildcat Hollow;
 2. Alvarez - 1505 Wildcat Hollow;
 3. Lambert - 1600 Westlake Drive; and
 4. 1836 Real Estate, LLC - 707 Butler Cove.
10. Executive Session Reconvene into Open Session and take action if and as deemed appropriate in the City Councils' discretion regarding consultation with attorney.
11. Adjournment

Approved by: Linda Anthony, Mayor

Certificate

I certify that the above Notice of the February 28, 2024 City Council Regular Meeting was posted on the bulletin board at the Municipal Building, 911 Westlake Drive, West Lake Hills, Texas on Friday, February 23, 2024 by 5:00 pm. and will remain posted continuously until said meeting is convened.

Signed by: Terry Blanchard, City Secretary

The City of West Lake Hills is committed to compliance with the Americans with Disabilities Act. Reasonable accommodation and equal access to communications will be provided upon request.

All items on the agenda are for discussion and/or action. City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.086 (Economic Development).

CITY OF WEST LAKE HILLS, TEXAS
MINUTES OF A CITY COUNCIL REGULAR MEETING
Wednesday, February 14, 2024 at 7:00 PM

1. Call to Order

With a quorum present, Mayor Anthony called the meeting to order at 7:20 p.m.

CITY COUNCIL PRESENT:

Mayor Linda Anthony
Jim O'Connor
Brian Plunkett
Beth South
Darin Walker

CITY STAFF PRESENT:

City Administrator Trey Fletcher
City Secretary Terry Blanchard
Director of BDS Jennifer Bills
Chief of Police Scott Gerdes
City Attorney Josh Brockman-Weber

Mayor Anthony suspended the meeting at 7:21 p.m.

Mayor Anthony reconvened the meeting at 7:35 p.m.

4. Land Use 3421 Bee Cave Road - Discuss and consider action on a variance request for the removal of three (3) trees with diameters of 14 inches or greater (Section 22.03.304(a)(4) of the West Lake Hills Code). Applicant: Ramon Aguirre, Director of Operations for Clear Terra Group.

MOTION: Upon a motion made by Councilmember Plunkett and a second by Councilmember O'Connor, the Council voted four (4) for and none (0) opposed to deny variance request for tree removal in the context that the SUP and other variance requests were denied. Motion carried.

Mayor Anthony suspended the meeting at 7:37 p.m.

Mayor Anthony reconvened the meeting at 7:46 p.m.

3. Consent Agenda All Consent Agenda items listed are considered to be routine by the City Council and will be enacted by one (1) motion. No separate discussion or action on any of the items is necessary unless requested by a Council Member.
- a. Approval of the January 24, 2024 Regular Meeting Minutes.
 - b. Approval of the Annual Racial Profiling Report for 2023.
 - c. Approval of Resolution 2024-02-01 adopting an election voting system for the City of West Lake Hills.
 - d. Approval of contracts with Travis County for an Election Services Agreement and a Joint Election Agreement for the May 4, 2024 General and Special Elections.
 - e. Approval of Resolution 2024-02-02 ratifying the appointment of James (Jim) O'Connor as City Council Member Place 1.
 - f. Approval of a Drainage Waiver Report for 4 Little Bend Road.

MOTION: Upon a motion made by Councilmember Plunkett and a second by Councilmember Walker, the Council voted four (4) for and none (0) opposed to approve the Consent Agenda as presented. Motion carried.

2. Citizen Communications The City Council welcomes public comments at this point on any issue. If the issue is listed on the agenda, the speaker may choose to comment during the Public Comment period or when the specific agenda item is taken up by the Council later in the meeting. The Council cannot respond to or discuss matters not listed on the agenda. The Council may provide factual information, refer the item to a staff member, or request the item be added to a future meeting agenda. Speakers shall limit their comments to five (5) minutes each.

Mayor Anthony opened the meeting for public comments. Hearing none, the public comment section was closed.

5. Administration Discuss and consider action on bid award of the Harbor View Retaining Wall/Guard Rail Improvements and Roadrunner Road Culvert Replacement/Paving Improvements projects to Myers Concrete Construction, L.P. in the amount of \$359,535.00 and authorize the City Administrator to execute all required documents.

Mayor Anthony and Director Bills provided a brief summary. Three (3) bids were received. An additional \$5,000 will be added to the final contract amount to allow for repairs of the irrigation system on the adjacent property that was damaged by the previous contractor. The total contract amount will be \$364,535.

MOTION: Upon a motion made by Councilmember Walker and a second by Councilmember O'Connor, the Council voted four (4) for and none (0) opposed to approve the bid award to Myers Concrete Construction, L.P. and authorize the City Administrator to execute all required documents. Motion carried.

6. Administration Discuss and consider action on bid award for the West Lake Hills Bond Program (Proposition B) for roadway and drainage improvements to Smith Contracting Co., Inc. in the amount of \$7,934,736.93 and authorize the City Administrator to execute all required documents.

Mayor Anthony, City Administrator Fletcher, and Director Bills provided a brief summary. Three (3) bids were received.

MOTION: Upon a motion made by Councilmember South and a second by Councilmember O'Connor, the Council voted four (4) for and none (0) opposed to approve the bid award to Smith Contracting Co., Inc. in the amount of \$7,934,736.93 and authorize the City Administrator to execute all required documents. Motion carried.

7. Administration Discuss and consider action on bid award for the West Lake Hills Gateway Sign located at the northwest corner of Bee Cave Road and Rollingwood Drive.

Mayor Anthony gave a brief summary. Staff recommends rejecting bids, scale back project, remove lighting elements, and rebid the project.

MOTION: Upon a motion made by Councilmember Plunkett and a second by Councilmember O'Connor, the Council voted four (4) for and none (0) opposed to reject the bids and request bids for scaled back designs as presented. Motion carried.

8. Executive Session In accordance with Texas Government Code, Section 551.001, et seq, the City Council will recess into Executive Session (closed meeting) to discuss the following:
 - a. Section 551.071 - Consultation with the attorney regarding pending or contemplated litigation, or settlement offer; or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act, re: City of West Lake Hills v. the following:
 - i. Jaffe - 1405 Wildcat Hollow;
 - ii. Alvarez - 1505 Wildcat Hollow;
 - iii. Lambert - 1600 Westlake Drive; and
 - iv. 1836 Real Estate, LLC - 707 Butler Cove.

Council convened into Executive Session at 8:06 p.m.

9. Executive Session Reconvene into Open Session and take action if and as deemed appropriate in the City Councils' discretion regarding consultation with attorney.

Council reconvened in Open Session at 8:10 p.m. No action was taken.

10. Adjournment

MOTION: Upon a motion made by Councilmember Walker and a second by Councilmember Plunkett, the Council voted four (4) for and none (0) opposed to adjourn the meeting at 8:12 p.m. Motion carried.

Respectfully submitted,

LINDA ANTHONY, MAYOR

ATTEST:

Terry Blanchard, TRMC
City Secretary

These minutes were approved on February 28, 2024.



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	<u>February 28, 2024</u>	Item Number:	<u>3b</u>
Department:	<u>Administration</u> Trey Fletcher.		
Prepared By:	<u>City Administrator</u> Texas Gas Service GRIP Request & Exhibit 1	Cost / Budget:	<u>n/a</u>
Exhibits:	<u>Resolution</u>	Source of Funds:	<u>n/a</u>

Subject

Approval of a Resolution suspending the April 9, 2024 effective date of the proposal by Texas Gas Service Company, to implement interim GRIP rate adjustments for gas utility investment in 2023.

Recommendation

Staff recommend approval of the Resolution.

Discussion

Approving this resolution will suspend the rate increase by 45 days as shown in Exhibit 1. For residential customers, the rate increase is a 4.97% increase in the average bill, or \$2.64 increase. The impact on other customer classes is also reflected in Exhibit 1.

A summary of the GRIP adjustment process is provided in the attached request. In summary, the Gas Reliability Infrastructure Program, or GRIP, is to “encourage the timely investment in needed system improvements and to reduce the frequency of traditional rate cases by providing a streamlined process for utilities to recover the cost of those investments on an interim basis between rate cases.”

Per TGS, customer types inside city limits:

Residential.....680
Commercial.....93
Industrial.....0
Public Authority.....6

RESOLUTION NO. 2024-02-03

A RESOLUTION BY THE CITY OF WEST LAKE HILLS, TEXAS SUSPENDING THE APRIL 9, 2024 EFFECTIVE DATE OF THE PROPOSAL BY TEXAS GAS SERVICE COMPANY, A DIVISION OF ONE GAS, INC. – CENTRAL-GULF SERVICE AREA, TO IMPLEMENT INTERIM GRIP RATE ADJUSTMENTS FOR GAS UTILITY INVESTMENT IN 2023 AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of West Lake Hills, Texas (“City”) is a gas utility customer of Texas Gas Service Company, a Division of ONE Gas, Inc. – Central-Gulf Service Area, (“TGS” or “the Company”) and a regulatory authority with an interest in the rates and charges of TGS; and

WHEREAS, TGS made filings with the City and the Railroad Commission of Texas (“Railroad Commission”) on February 7, 2024, proposing to implement interim rate adjustments (“GRIP Rate Increases”) pursuant to Texas Utilities Code § 104.301 on all customers served by TGS, effective April 9, 2024; and

WHEREAS, it is incumbent upon the City, as a regulatory authority, to examine the GRIP Rate Increases to determine its compliance with the Texas Utilities Code.

THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST LAKE HILLS, TEXAS, THAT:

1. The April 9, 2024 effective date of the GRIP Rate Increases proposed by TGS is hereby suspended for the maximum period allowed by Texas Utilities Code § 104.301(a) to permit adequate time to review the proposed increases, analyze all necessary information, and take appropriate action related to the proposed increases.

2. A copy of this Resolution shall be sent to TGS, care of Stephanie G. Houle at 1301 S. Mopac, Suite 400, Austin, Texas 78746, and to Thomas Brocato, legal counsel to the City, at Lloyd Gosselink, 816 Congress Ave., Suite 1900, Austin, Texas 78701.

Signed this 28th day of February, 2024.

Linda Anthony
MAYOR

ATTEST:

Terry Blanchard
City Secretary



**Texas
Gas Service.**

A Division of ONE Gas

Judy J. Hitchye
1301 S. Mopac, Suite 400
Austin, TX 78746
Office: 512-370-8229
Judy.Hitchye@onegas.com

February 9, 2024

Honorable Mayors and Members of the City Councils of the following Texas cities:

Austin, Bayou Vista, Beaumont, Bee Cave, Cedar Park, Cuero, Dripping Springs, Galveston, Gonzales, Groves, Jamaica Beach, Kyle, Lakeway, Lockhart, Luling, Marble Falls, Mustang Ridge, Nederland, Nixon, Pflugerville, Port Arthur, Port Neches, Rollingwood, Shiner, Sunset Valley, West Lake Hills and Yoakum, Texas.

Re: Texas Gas Service Company, a Division of ONE Gas, Inc.'s Test Year 2023 Gas Reliability Infrastructure Program Interim Rate Adjustment for the Incorporated Areas of the Central-Gulf Service Area

Dear Mayors and Members of the City Councils:

Texas Gas Service Company ("TGS" or the "Company"), a Division of ONE Gas, Inc., hereby files the attached tariffs to implement an Interim Rate Adjustment applicable to gas utility service provided to customers within the incorporated areas of the Central-Gulf Service Area ("CGSA") which includes the cities of: Austin, Bayou Vista, Beaumont, Bee Cave, Cedar Park, Cuero, Dripping Springs, Galveston, Groves, Gonzales, Jamaica Beach, Kyle, Lakeway, Lockhart, Luling, Marble Falls, Mustang Ridge, Nederland, Nixon, Pflugerville, Port Arthur, Port Neches, Rollingwood, Shiner, Sunset Valley, West Lake Hills and Yoakum, Texas (collectively, the "Cities"), which together with their environs and the environs of Bastrop, Buda and Hutto, Texas comprise the Company's CGSA. TGS proposes that the tariffs (Rate Schedules 10, 20, 30, 40, 48, C-1, CNG-1 and T-1) become effective in sixty (60) days and be applied to meters read on and after April 9, 2024. This filing is made pursuant to Section 104.301 (Interim Adjustment for Changes in Investment) of the Texas Utilities Code and is the Company's fourth interim rate adjustment filing with the Cities following its rate case filed in 2019.

Section 104.301 establishes the state's Gas Reliability Infrastructure Program and is commonly referred to as the "GRIP" statute. Its purposes are to encourage the timely investment in needed system improvements and to reduce the frequency of traditional rate cases by providing a streamlined process for utilities to recover the cost of those investments on an interim basis between rate cases. The GRIP statute complements the traditional ratemaking and regulatory process by allowing for an annual interim adjustment of rates to reflect changes in the value of capital invested each year. The Cities have an initial period of not more than sixty (60) days to review the proposed rate adjustment, and may act to suspend the implementation of the Interim Rate Adjustment for an additional forty-five (45) days, as provided by subsection (a) of the GRIP statute.

GRIP adjustments are not intended to eliminate the need for a full and complete rate review in a rate case. All GRIP rates are interim rate adjustments subject to refund and a complete review in the Company's next full rate case when the adjustment is subject to review in the same

manner as other changes to the utility's invested capital that have occurred since the last rate case.

In this filing, the Company has determined the net increase in capital invested in the CGSA from January 1, 2023 through December 31, 2023 to be \$94,774,123. The Interim Rate Adjustment necessary to recover this incremental investment is \$12,314,033 on a system-wide basis, of which, \$11,202,437 is attributable to customers in the incorporated areas of the CGSA, and would increase the average residential bill by \$2.64 per month - excluding taxes.

In accordance with the Texas Utilities Code, the proposed Interim Rate Adjustment is allocated among the various customer classes in the same manner as the cost of service was allocated in the Company's current rates for the CGSA as decided in the most recent rate case. The GRIP rates will be recovered through an increase in the monthly customer charge applicable to each customer class.

Exhibit 1, attached hereto shows the impact the Interim Rate Adjustment will have on the average bill for each class of customers served in the CGSA. The Interim Rate Adjustment is detailed on Rate Schedules 10, 20, 30, 40, 48, C-1, CNG-1 and T-1, filed herewith. The Company will provide notice of the proposed Interim Rate Adjustment to all affected customers, by bill insert or direct mail, not later than the 45th day after the date of this filing, as required by subsection (a) of the GRIP statute.

The Company is available to discuss or answer any questions you may have about this filing. TGS appreciates your consideration of the proposed IRA filing.

Respectfully Submitted,



Judy J. Hitchye
Managing Attorney
Texas Gas Service Company
Barton Skyway IV
1301 S. Mopac, Suite 400
Austin, Texas 78746
(512) 370-8229
Judy.Hitchye@onegas.com

Exhibit 1

Customer Class	Current Customer Charge	Proposed Customer Charge	Current Average Bill*	Proposed Average Bill*	Change in Average Bill*	% Change in Average Bill*
Gas Sales						
Residential (Rate Sch. 10) Average Usage of @ 3.1 Mcf*	\$22.85	\$25.49	\$53.11	\$55.75	\$2.64	4.97%
Commercial (Rate Sch. 20) Average Usage of 26.3 Mcf*	\$83.92	\$96.18	\$284.69	\$296.95	\$12.26	4.31%
Industrial (Rate Sch. 30) Average Usage of 256.9 Mcf*	\$790.20	\$1,007.27	\$2,752.01	\$2,969.08	\$217.07	7.89%
Public Authority (Rate Sch. 40) Average Usage of 44.2 Mcf*	\$138.49	\$160.89	\$475.32	\$497.73	\$22.40	4.71%
Public School Space Heating (Rate Sch. 48) Average Usage of 203.8 Mcf*	\$191.49	\$213.89	\$1,692.88	\$1,715.28	\$22.40	1.32%
Electrical Cogeneration (Rate Sch. C-1)	\$161.49	\$183.89	No Customers			
Compressed Natural Gas (Rate Sch. CNG-1) Average Usage of 1.7 Mcf*	\$583.80	\$814.69	\$595.76	\$826.65	\$230.89	38.76%
Standard Transportation (Rate Sch. T-1)						
Commercial Average Usage of 461.6 Mcf*	\$295.92	\$308.18	\$881.18	\$893.45	\$12.26	1.39%
Industrial Average Usage of 1,468.1 Mcf*	\$990.20	\$1,207.27	\$2,855.71	\$3,072.78	\$217.07	7.60%
Public Authority Average Usage of 3,592.6 Mcf*	\$161.49	\$183.89	\$359.76	\$382.17	\$22.40	6.23%
Public School Space Heating Average Usage of 122.5 Mcf*	\$291.49	\$313.89	\$414.14	\$436.54	\$22.40	5.41%
Electrical Cogeneration Average Usage of 33,978.5 Mcf*	\$161.49	\$183.89	\$15,889.16	\$15,911.56	\$22.40	0.14%
Compressed Natural Gas Average Usage of 2,816.8 Mcf*	\$608.80	\$839.69	\$2,491.55	\$2,722.44	\$230.89	9.27%

*Average bill usage per GUD No. 10928. Average bills exclude revenue-related taxes and includes cost of gas (except transportation). The 2023 cost of gas 12-month average is \$6.37 per Mcf.



AGENDA REPORT

Meeting Date:	February 28, 2024	Item Number:	3c
Department:	Building & Development Services		
Prepared By:	Jennifer C. Bills	Cost / Budget:	None
Exhibits:	See Attached	Source of Funds:	N/A

Subject

950 Westbank Dr.: Consider action to approve a Trinity Episcopal School Monument Sign at 950 Westbank Dr.

Applicant: Ross Eikenberry, Building Image Group

Recommendation

Staff recommends approval of the monument sign permit as submitted.

Discussion

Owner: Austin Trinity School

Legal Description: Lot 1B Barton Springs Estates Amended

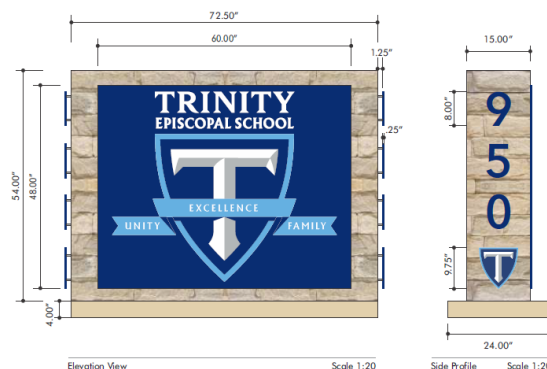
Lot Size: 20.9910 acres

Zoning: Planned Development District #2 with a base district of GUI, Government, Utility and Institutional

The properties surrounding the subject property are zoned O, Office; B-1 Business, B-2 Business and R-1 One Family.

Background & Analysis:

The applicant is requesting a new monument sign (Attachment 1) at the driveway located at 950 Westbank Drive, which is one of the entrances for Trinity Episcopal School. The sign would match the existing sign at Bee Cave Road and Westlake Drive, except there will not be any lighting.



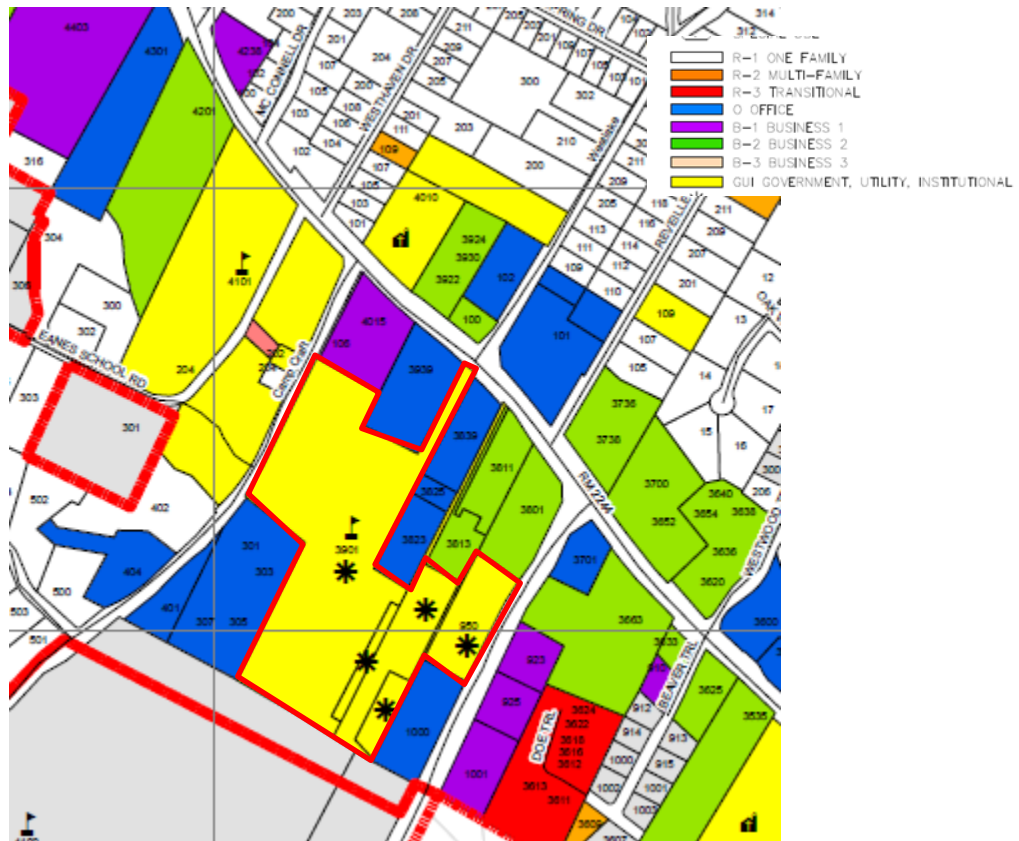
Section 32.01.013 Design Review Guidelines has a list of “favored” colors of black and earth tones. The applicant is requesting a sign face with blue and white as the primary colors. The applicant has provided a justification for deviating from the guidelines, as the color is consistent with the school’s branding and the other monument sign on Bee Cave.

Otherwise, the sign meets all of the requirements in Chapter 32: Signs for size, materials and landscaping (Attachment 2).

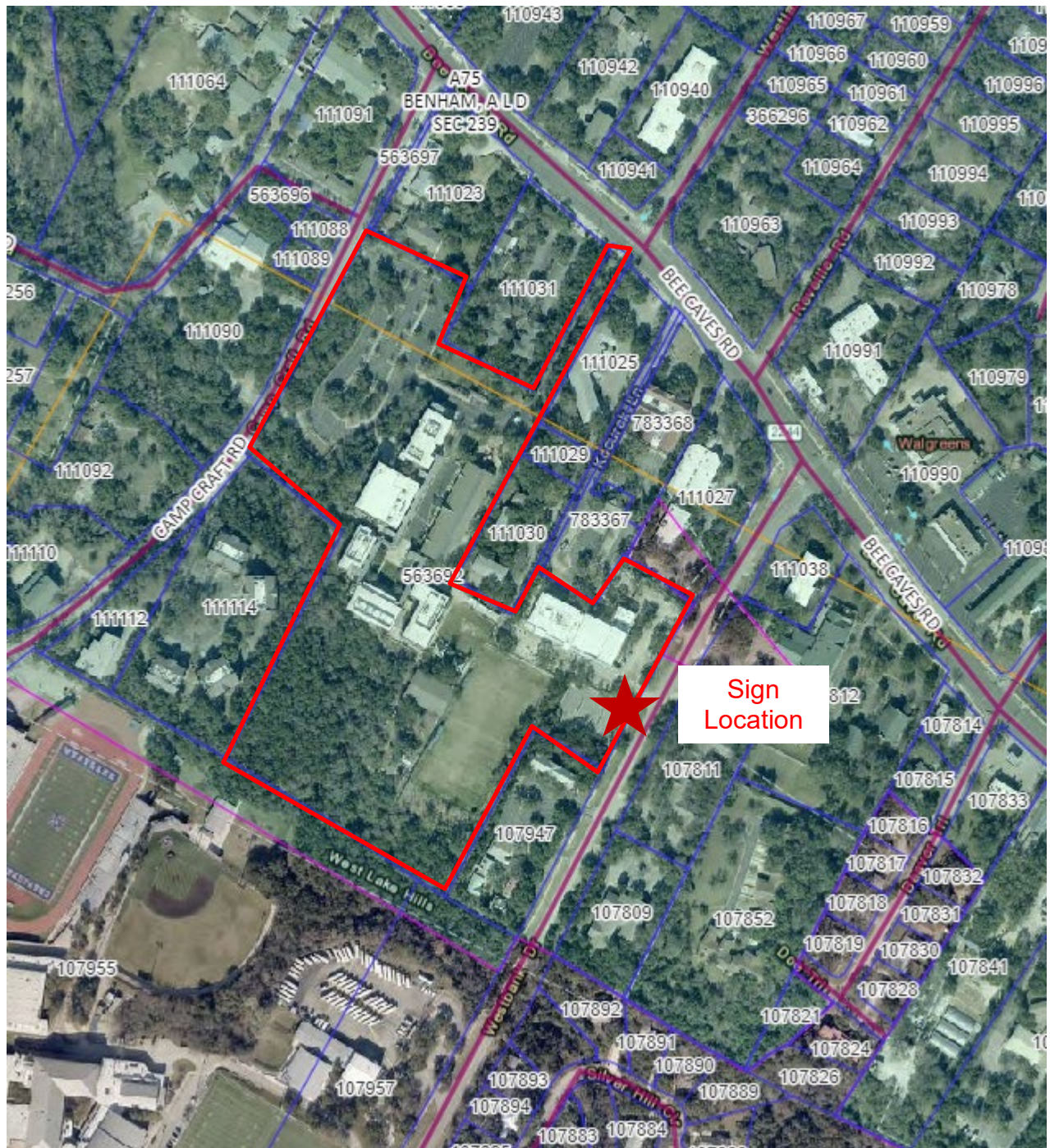
Links to Relevant Code:

- [Section 32.02.001 Sign Permits, certificates and approval required.](#)
- [Section 32.01.013: Design review guidelines.](#)
- [32.03.008: Freestanding commercial signs, single-business use.](#)

Zoning:



Aerial:



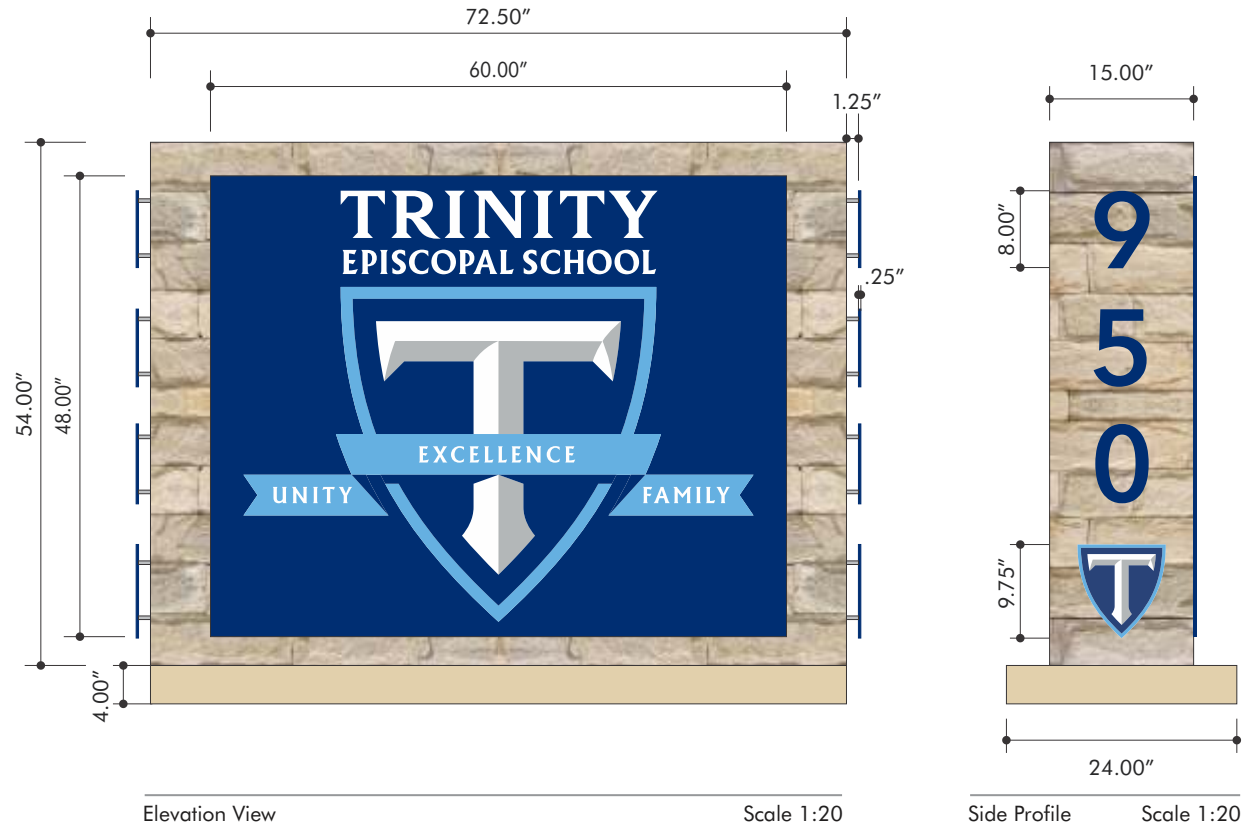
SPECIFICATIONS

Font: Avenir Next Medium

- A. CMU Monument with Limestone veneer
- B. Digitally printed ACM panel
- C. Aluminum FCO .25" address numbers, faces and returns painted, 1.25" stand-off mounted
- D. Aluminum FCO .25" shield logo, faces and returns painted, 1.5" stand-off mounted



To Match Existing Sign on Bee Caves Rd.



Finish Schedule

- P1: MAP To Match Pantone 288C With Satin Finish
- P2: MAP To Match Pantone 284C With Satin Finish
- P3: MAP To Match Pantone Cool Grey 4C With Satin Finish
- P4: MAP To Match White With Satin Finish



Building Image Group, Inc.
1200 E. Third St. | Studio One
Austin, TX 78702

TSCL 18350

© Building Image Group, Inc.

PROPOSAL #
26573

DATE
5.24.2023

DRAWN BY
RPH

PROJECT

TRINITY EPISCOPAL SCHOOL

INTELLECTUAL PROPERTY OF BUILDING IMAGE GROUP

Page 1

Qty: 1
Exterior Monument Sign **E.6**

APPROVED BY: _____ Page 16 of 172

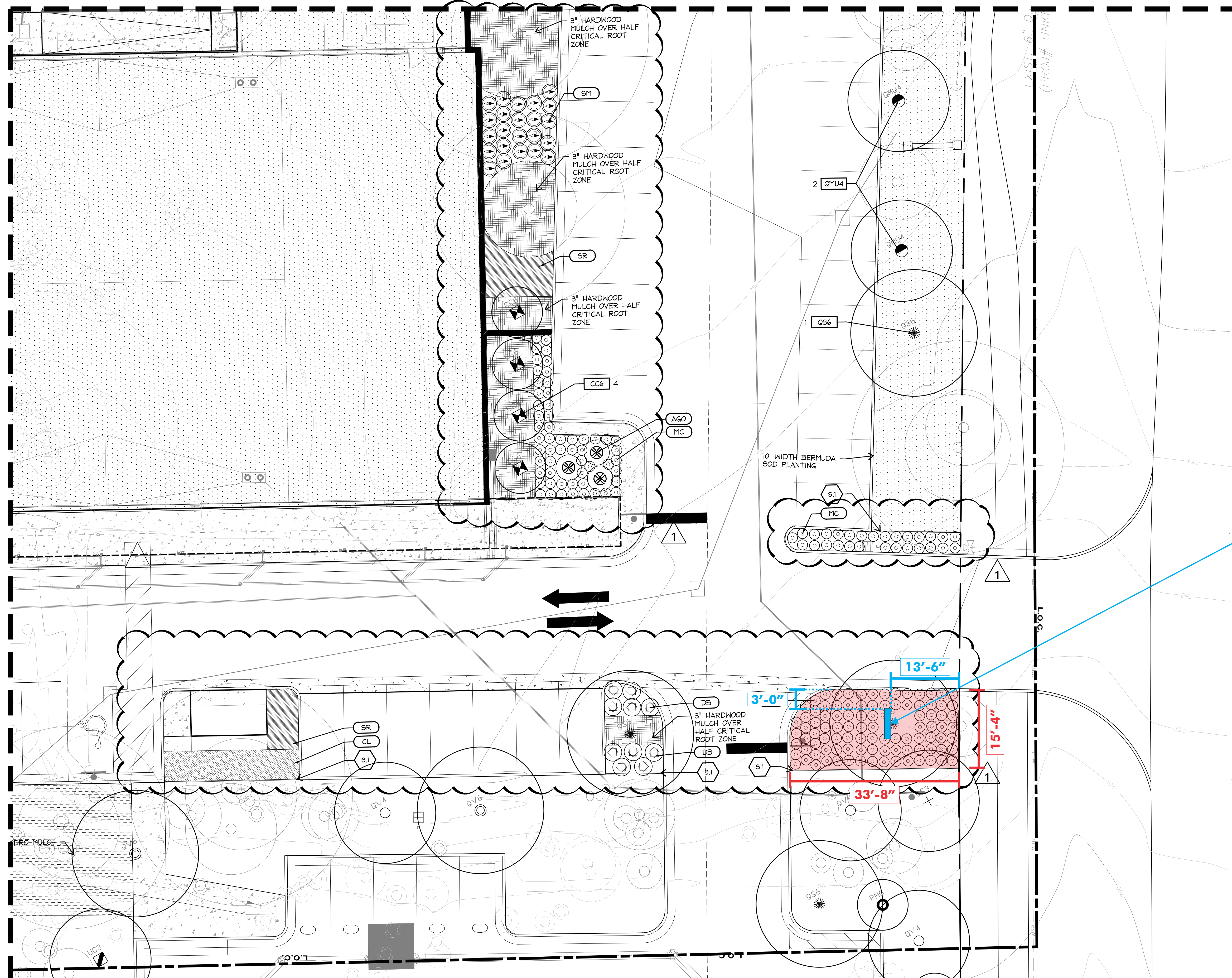
RENDERING



P:\A19216 - Trinity Episcopal School Community Bldg\03 Development\04 Contract Documents\Phase 1B\04 CAD\02 Sheets\04-LP-A19216-LP1-01.dwg

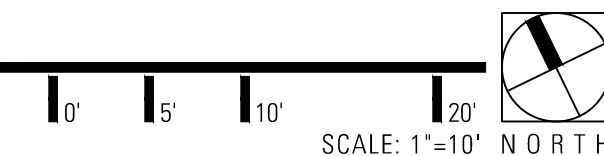
MATCHLINE: REFLP 1.03

MATCHLINE: REFLP 1.02



1 PLANTING PLAN

PLAN

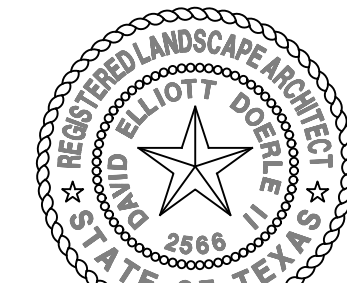


TBG

landscape architects, planners & designers

1705 guadalupe street
suite 500
austin, tx 78701

(512) 327-1011
tbgpartners.com



04/07/2021

project

trinity
episcopal
school

phase 1B

West Lake Hills, Texas

project number

A19216

issue date

February 22, 2021

designed: MD, NB

drawn: MM

reviewed: MD

04/07/2021 - Addendum #1

sheet title

planting plan

sheet

LP 1.01

Justification for Sign Color Choice:

Plan Review Letter Instruction:

Permit denied until all comments resolved and received City Council approval.

32.01.013 Design Review Guidelines

(d) Colors. Black and earth tones shall be favored, and bright colors shall be used only as accent colors. The colors in an earth tone scheme are muted and flat in an emulation of the natural colors found in dirt, moss, trees, and rocks. Many earth tones originate from clay earth pigments such as umber, ochre, and sienna.

Color does not meet black/earth tone guidelines.

Signs require approval from City Council. Either show compliance with the guidelines or provide justification for not using the favored colors.

Justification for Color Use:

- School colors are necessary for consistency in branding and on property
- Previous signage has been approved using the school's color scheme
 - 2 on Bee Caves Rd.
 - 1 on Camp Craft Rd.
- The school would like to be consistent and match the existing monument sign on Bee Caves
 - (see photos below)



Existing Sign on Bee Caves





City of West Lake Hills

City Council

AGENDA REPORT

Meeting Date:	February 28, 2024	Item Number:	3d
Department:	Building & Development Services		
Prepared By:	Jennifer C. Bills	Cost / Budget:	None
Exhibits:	See Attached	Source of Funds:	N/A

Subject

701 S. Capital of Texas Highway D-420: Consider action to approve an amendment to the Villages at Westlake Uniform Sign Agreement for the UPS Store at 701 S. Capital of Texas Highway, Suite D-420 and a new comprehensive Uniform Sign Agreement to eliminate future amendments for individual signs.

Applicant: Jennifer Garcia, Liberty Signs, Inc.

Recommendation

Staff recommends approval of the amendment with the requirement that a new comprehensive Uniform Sign Agreement be submitted to address the eliminate future amendments for signs that are not following the current USA.

Discussion

Owner: Westlake Retail LP
Legal Description: Loop 360/RM 2244 Center, Lot 1
Lot Size: 48.0955 acres
Zoning: B-3 – Business 3

The properties surrounding the subject property are zoned O, Office; R-1, One-Family, and GUI, Government, Utility and Institutional.

Background & Analysis:

The applicant is requesting an amendment (Attachment 1) to the Uniform Sign Agreement for wall signage on Building D (Attachment 3).

The approved USA (Attachment 2) has standards that apply to all signs, and then specific size and number allowances for different buildings. Under the general standards, a sign cannot exceed 24 sq. ft. in size and a logo size cannot exceed the size of a single letter, and specific color requirements. In the current agreement, there are no specific allowances for Building D. The amendment would add the following allowances for Building D:

“Building D. If a tenant leases 2,000 sq. ft. or more, the tenant may customize color and logo-to letter sizing ratio provided the overall sq.ft. of the sign does not exceed 25 sq.ft.”

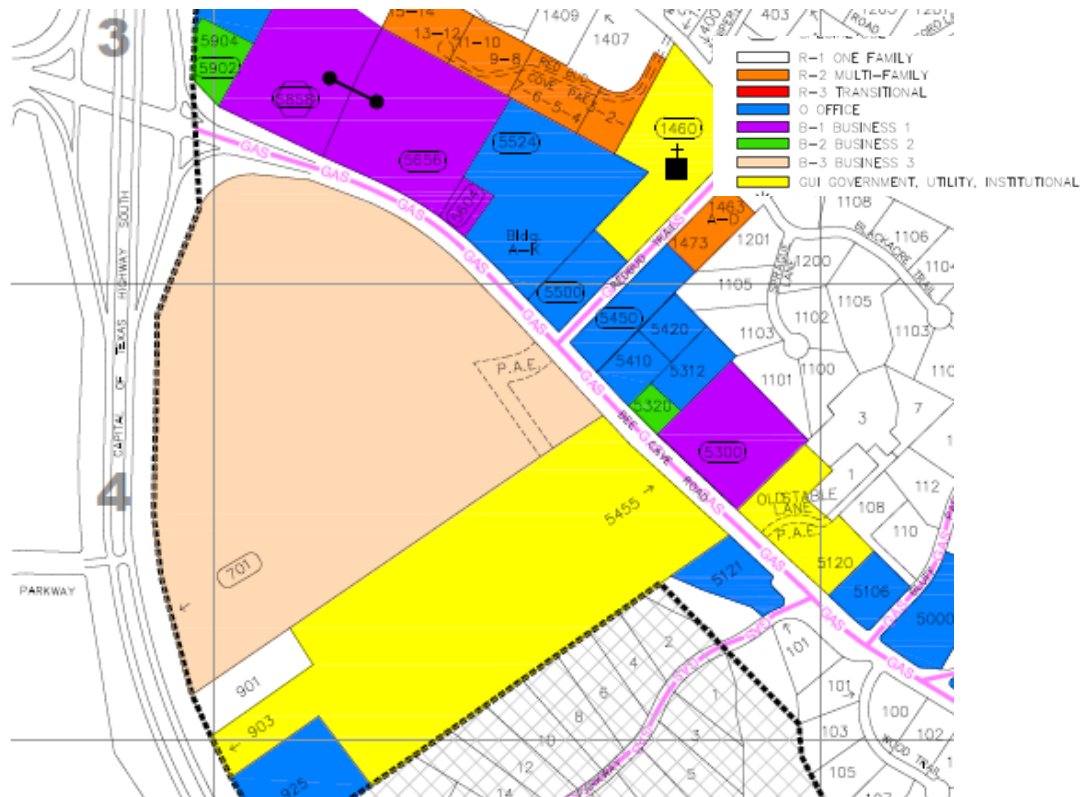
With the new language, it would allow the sign depicted below.



Links to Relevant Code:

- [Section 32.02.001 Sign Permits, certificates and approval required.](#)

Zoning:



Aerial:



VILLAGE AT WESTLAKE UNIFORM SIGNAGE CRITERIA

I. GENERAL TENANT SIGNAGE CRITERIA

- A. Signs shall be individual channel letters, open to the back wall, internally illuminated with white LED's to match the color of 6500 white neon.
- B. Each tenant may use an individual style of lettering, subject to landlord's approval.
- C. Sign letters shall be constructed of .090 aluminum and painted.
- D. Sign colors to be compatible with building architectural design and approved by landlord.
- E. Sign letter depth shall be 3 inches. Signs shall be mounted with two inches of clearance between the back of the letters and the masonry face.
- F. The advertising and informative content of all exterior tenant signage except as expressly provided herein shall be limited to letters designating the store name and as long as it does not conflict with the architectural character of the shopping center (determined by landlord) a crest, shield or logo which shall be subject to the constraints of one letter.
- G. The maximum overall length of signs, except as provided herein, shall not exceed 75% of the storefront width (or in the case of architectural tower signage, 90% of the tower width.) In no case shall any sign or portion of any sign extend beyond 75% of the storefront (or building wall length) of the tenant's lease premises without landlord's approval. Where allotted, fascia length is less than the storefront width (as at corners), the sign shall be no longer than 90% of the applicable fascia length, without landlord's approval.
- H. Formula to calculate square footage of the sign:
 - 1. Calculate area of each letter as follows:
Height of letter (in inches) squared X .75.
 - 2. Sum the areas of the individual letters from (a).
 - 3. Divide the sum from (b) by 144.
- I. Maximum area of any sign is 95 square feet.
- J. Color samples are attached to be used for verification purposes.

K. APPROVED (UNIVERSAL) COLORS:

PMS 153U (burnt orange)
PMS 4625U (dark brown)
PMS 3305U (dark green)
PMS 484U (dark red)
PMS 7506U (cream/white)
Hexachrome Black

- L. All tenants shall submit design drawings of their signage to landlord for landlord's approval and shall be subject to compliance to The Village at Westlake sign criteria approved by the City of West Lake Hills.

11. **TENANT IDENTIFICATION SIGNAGE CRITERIA BY BUILDING**

- A. **General Provisions.** Except as otherwise provided herein, each tenant shall be limited to one sign containing the name of the business and is subject to the following conditions: **Any exceptions will need to be approved by Landlord.**

1. If the total number of letters in tenant's sign is ≤ 14 letters, the tenant may utilize up to 18" high letters.
2. If the total number of letters in tenant's sign is 15-20 letters, the tenant may utilize up to 15" high letters.
3. If the total number of letters in tenant's sign is 21-32 letters, the tenant may utilize up to 12" letters.
4. The greater of 1 letter for each word in tenant's sign, or 2 letters, may be up to 9" higher than otherwise allowed for total number of letters.
5. The sign area (surface area) of a sign shall not exceed 24 square feet.

- B. **Special Provisions.** The special provisions are subject to landlord's approval on a case-by-case basis and in no event shall the total square feet of any one sign exceed 95 square feet.

1. **Building A.** If a tenant leases over 5,000 sq. ft. and leases the tower element, tenant may have a) up to 18" high letters for up to two signs (if two sides of the leased storefront face the interior of the site) with not more than 32 letters for the two signs combined; or b) up to 24" high letters but not more than 48 sq. ft. of sign area for the two signs combined for alternative "b".

2. **Building C.** If a tenant leases 35,000 sq. ft. or more, the tenant may have up to 24" high letters for one sign and the sign may also contain the nature of tenant's business (≤ 12 letters), tenant's logo and tenant's name.

3. **Building D.** If a tenant leases 2,000 sq. ft. or more, the tenant may customize color and logo-to-letter sizing ratio provided the overall sq.ft. of the sign does not exceed 25 sq.ft.

4. **Building E.**

If a Tenant leases 4,000 sq. ft or more, the tenant may have up to 30" max letter height for one sign and the sign may also contain the nature of the tenant's business (<12 letters), Tenant's logo and Tenant's name, but not more than 50sq ft of sign area. If a tenant leases 4,000sq ft or more

and leases the tower element, the tenant may have one sign on the exterior of each of two sides of the leased premises that are visible from the interior of the site. If a tenant leases 6,500sq. ft. or more and leases the tower element, the tenant may have a) up to two signs with up to 30" high letters but not more than 75sq ft of sign area for the two signs combined.

5. **Building F, (G).** If a tenant leases the space facing loop 360, the tenant may have one sign with up to 24" high letters on the side facing loop 360, and one other sign on the side of Building F, (G) facing building H, (J) so long as the sign sq. ft. of the two signs combined does not exceed 48 sq. ft. per tenant.
6. **Building H.** One tenant leasing the entire building may have signs as pennitted in II.A, but a sign on three sides of the building shall be allowed.
7. **Buildings J, K.** A tenant may have signs on two sides of the building as long as the total sq. ft. of the two signs combined does not exceed 60 sq. ft. with a maximum individual letter height of 38". The signs may also contain the nature of tenant's business and tenant's logo.
8. **Buildings L, M.** A tenant may have signs on two sides of the building as long as the total sq. ft. of the two signs combined does not exceed 48 sq. ft. with a maximum individual letter size of 36". The signs may also contain the nature of tenant's business and tenant's logo. One wood sign may also be included on the building entry side as part of one of the two signs allowed (with total signage sq. ft. still limited to 48 sq. ft.)
9. **Building N, (Q).** If a tenant leases the front corner closest to to building M, (P), the tenant may have 2 signs per tenant, one facing building M, (P), the other at the front of building N, (Q).
10. **Building P.** If a tenant leases 20,000 sq. ft. or more, the tenant may have two signs with letters up to 30" high for one sign, and up to 30" for a second sign on a different side of the building visible from the interior of the site. The sign may also include the nature of tenant's business (≤ 12 letters) and tenant's logo.

III. TENANT ADDRESS SIGNAGE CRITERIA

Standard vinyl applied address numerals/letters for identification of tenant's space and hours of operation shall be allowed on tenant's storefront. Numeral/letter height shall be 4". Color to be silver, gold leaf or white.

IV. TENANT SERVICE ENTRY SIGN CRITERIA

Tenant identification on rear or side service doors shall be 5" in height and the color shall be black.

Approved:

City of West Lake Hills, TX

Mayor Linda Anthony

Westlake Retail Limited Partnership
dba WLR Limited Partnership

By:  **Date:** 2/2/24

Name: Colin Bearden

Title: Senior Vice President

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III. TENANT ADDRESS SIGNAGE CRITERIA

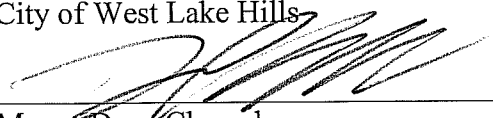
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Approved:

City of West Lake Hills



Mayor Dave Claunch

Westlake Retail Limited Partnership
dba WLR Limited Partnership

By: LaSalle Investment Management, Inc., its Authorized Agent

By: 

Name: Colin Bearden

Title: Sr. Property Manager



BEFORE



AFTER

GENERAL SPECIFICATIONS
3" Deep TUPSS Shield and Channel Letter Halo Lit

Letters are 3" Deep, 0.090 aluminum, painted to match PMS 476C (Dark Brown)

Shield is 3" Deep, 0.090 aluminum, painted to match PMS 476C (Dark Brown) and PMS 130C

White LED color match to 6500 white neon

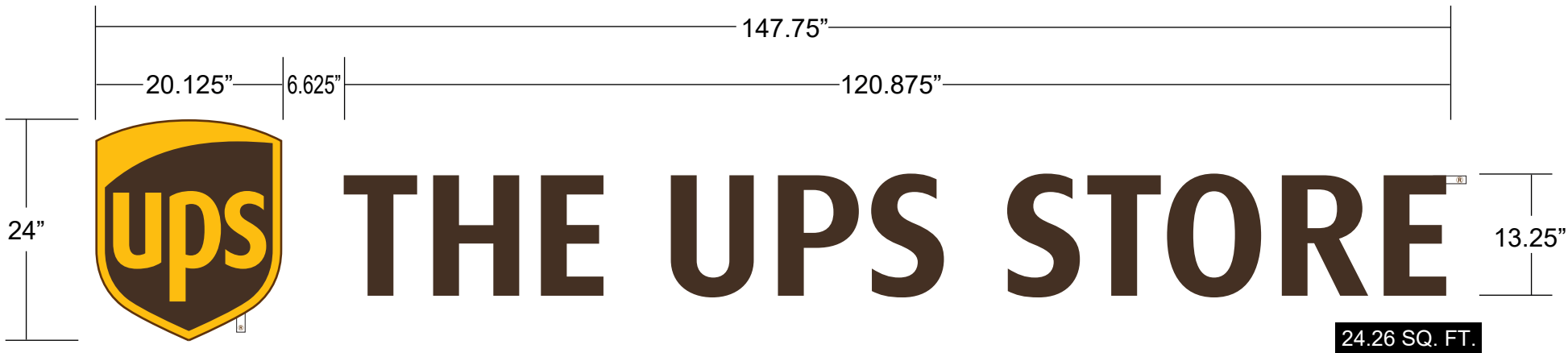
Include disconnection switch

Note: Noncorrosive mounting hardware needed for this location

• Color Schedule



Approved by Westlake Retail Limited Partnership



3"2"



Side View

10/13/23



Night View



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Customer: THE UPS STORE

Project No: 490866-1

Date: 09/13/2023

Scale:

Drawn By: LKW

Location & Site No: 701 Capital of Texas Hwy D-420 7811 Austin, TX 78746

Description: PRO D - 24" UPS Shield 13.25" LTRS FM HALO LIT BROWN LINEAR

Revised:

Revised:

Customer Approval: Graphics and colors on file will be used unless otherwise specified by customer. Please review drawing carefully. By signing below, you agree to graphics as shown above, and to location of sign as shown. Please return signed copy back to Everbrite.

CUSTOMER SIGNATURE

DATE

LANDLORD SIGNATURE

DATE



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	<u>February 28, 2024</u>	Item Number:	<u>4</u>
Department:	<u>Administration</u>		
Prepared By:	<u>Terry Blanchard</u>	Cost / Budget:	<u></u>
	<u>Certification of Write-In Candidates; Certification of Unopposed Candidates; and Ordinance Cancelling</u>		
Exhibits:	<u>Elections</u>	Source of Funds:	<u></u>

Subject

Discuss and consider action on the approval of an ordinance cancelling the May 4, 2024 General and Special Elections and declaring the unopposed candidates for the offices of Mayor, Council Member Place 2, Council Member Place 4, and Council Member Place 1 (for an unexpired term) as elected.

Recommendation

Staff recommends approval of ordinance and declaration of unopposed candidates as elected.

Discussion

As the authority responsible for having the official ballot prepared, I have certified in writing that the City of West Lake Hills received no write-in applications and that all candidates in the General and Special Elections to be held on May 4, 2024 are unopposed. With approval of Ordinance 2024-002, the unopposed candidates will be declared elected and the General and Special Elections for May 4, 2024 will be cancelled.

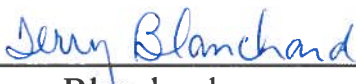
Pursuant to Texas Local Government Code, Section 22.006, the first day that an elected official may qualify and assume duties of office for a Type A General Law City is Friday, May 10, 2024.

The election results will be canvassed at the regular City Council meeting on Wednesday, May 8, 2024 and candidates will be sworn in and assume their duties at the regular City Council meeting on Wednesday, May 22, 2024.

**CERTIFIED LIST OF WRITE-IN CANDIDATES
for the
CITY OF WEST LAKE HILLS, TEXAS
GENERAL and SPECIAL ELECTIONS**

Notice is hereby given that THERE ARE NO DECLARED WRITE-IN CANDIDATES for the General and Special Elections to be held on May 4, 2024, in West Lake Hills, Texas.

Certified this 20th day of February 2024.



Terry Blanchard
City Secretary/Elections Clerk



***LA LISTA CERTIFICADA DE ESCRIBE EN CANDIDATOS
para
LA CIUDAD DE WEST LAKE HILLS, TEJAS
ELECCIONS GENERALES Y SPECIALES***

Por la presente se notifica que NO HAY CANDIDATOS POR ESCRITO DECLARADOS para las Elecciones Generales y Especiales que se llevarán a cabo el 4 de mayo de 2024 en West Lake Hills, Texas.

Certificó este día 20 de febrero de 2024.



Terry Blanchard
La Secretaria de la Ciudad/Empleada de Elecciones



**CERTIFICATION OF UNOPPOSED CANDIDATES FOR OTHER
POLITICAL SUBDIVISIONS (NOT COUNTY)**

***CERTIFICACIÓN DE CANDIDATOS ÚNICOS
PARA OTRAS SUBDIVISIONES POLITICAS (NO EL CONDADO)***

To: Presiding Officer of Governing Body
Al: Presidente de la entidad gobernante

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on May 4, 2024.

Como autoridad a cargo de la preparación de la boleta de votación oficial, por la presente certifico que los siguientes candidatos son candidatos únicos para elección para un cargo en la elección que se llevará a cabo el 4 de mayo 2024.

List offices and names of candidates:
Lista de cargos y nombres de los candidatos:

<u>Candidate(s)/Candidato(s)</u>	<u>Office(s)</u>	<u>Cargo(s)</u>
JAMES VAUGHAN	MAYOR	Alcalde
BRIAN PLUNKETT	COUNCILMEMBER PLACE 2	Concejal Lugar 2
DARIN WALKER	COUNCILMEMBER PLACE 4	Concejal Lugar 4
DANA HARMON	COUNCILMEMBER PLACE 1 (to fill an unexpired term)	Concejal Lugar 1 (para cubrir un plazo no vencido)

Terry Blanchard
Signature (Firma)

Terry Blanchard
Printed name (Nombre en letra de molde)

City Secretary
Title (Puesto)

02/20/2024
Date of signing (Fecha de firma)

(Seal) (sello)



See reverse side for instructions
(Instrucciones en el reverso)

ORDINANCE NO. 2024-002

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST LAKE HILLS, DECLARING THE UNOPPOSED CANDIDATES FOR THE OFFICES OF FOUR COUNCILMEMBERS AS ELECTED; PROVIDING THAT THE MAY 4, 2024 GENERAL AND SPECIAL ELECTIONS SHALL NOT BE HELD; PROVIDING A VALIDITY CLAUSE; PROVIDING A SEVERABILITY CLAUSE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THE ORDINANCE WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of West Lake Hills adopted Ordinance 2024-001 on January 24, 2024, ordering general and special elections to be held on May 4, 2024, for the purpose of electing one (1) Mayor, two (2) Councilmembers, and one (1) Councilmember to fill an unexpired term: and

WHEREAS, pursuant to Sections 143.007(c) and 146.054(b) of the Texas Election Code, the deadlines for filing applications for a place on the ballot and declarations of write-in candidacy for the City's general and special elections have expired; and

WHEREAS, the City Secretary, in accordance with Section 2.052 of the Texas Election Code, has certified in writing to the City Council that James Vaughan is unopposed for election to the office of Mayor, Brian Plunkett is unopposed for election to the office of Councilmember Place 2, Darin Walker is unopposed for election to the office of Councilmember Place 4, and Dana Harmon is unopposed for the election to the office of Councilmember Place 1 (to fill an unexpired term); and

WHEREAS, the City Council hereby finds and determines that the candidates whose names are to appear on the ballot in said elections are unopposed and there are no declared write-in candidates.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST LAKE HILLS:

SECTION 1. The facts and matters set forth in the preamble of this ordinance are hereby found to be true and correct.

SECTION 2. In accordance with Section 2.053 of the Texas Election Code, the following unopposed candidates are hereby declared duly elected to the respective offices shown and shall be issued a certificate of election following the date on which the regular municipal election for Councilmembers was to have been held:

James Vaughan	Mayor
Brian Plunkett	Councilmember, Place 2
Darin Walker	Councilmember, Place 4
Dana Harmon	Councilmember, Place 1 (to fill an unexpired term)

SECTION 3. Pursuant to Section 2.053 of the Texas Election Code, the general and special elections for Mayor and three Councilmembers called and ordered by Ordinance 2024-001 on January 24, 2024 shall not be held and is hereby cancelled.

SECTION 4. Pursuant to Section 2.053 of the Texas Election Code, the City Secretary is hereby directed to cause a copy of this Ordinance to be posted on Election Day, the same being May 4, 2024, at all polling places that would have been used in such election.

SECTION 5. Validity. That all ordinances of the City of West Lake Hills in conflict with the provisions of this ordinance be, and the same are hereby superseded and all other provisions of the ordinances of the City of West Lake Hills not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 6. Severability. Should any paragraph, sentence, clause, phrase, or word of this ordinance be declared unconstitutional or invalid for any reason, the remainder of this ordinance shall not be affected.

SECTION 7. That it is hereby found and determined that the meeting at which this ordinance was passed was open to the public, as required by Section 551.001 et seq, of the Texas Government Code, and that advance public notice of the time, place and purpose of said meeting was given.

SECTION 8. Effective Date. That this ordinance shall take effect immediately upon its passage, approval, and publication as provided by law, and it is accordingly so ordained.

PASSED AND APPROVED this 28th day of February 2024.

LINDA ANTHONY, MAYOR

ATTEST:

Terry Blanchard, City Secretary



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	February 28, 2024	Item Number:	
Department:	Building & Development Services		
Prepared By:	Jennifer C. Bills	Cost / Budget:	None
Exhibits:	See Attached	Source of Funds:	N/A

Subject

Discussion and possible action on direction regarding policy on building permit and application expirations.

Recommendation

Provide direction to staff on possible revision to the ordinance that would be brought for adoption by ordinance at a later meeting.

Discussion

Background & Analysis:

Per Section 22.03.137 of the Code of Ordinances, there are several deadlines related to building permit expirations:

Issued Permit Expirations

Building permit:

- 60-day expiration if project has not commenced
- 12-month expiration from the date of approval if the work is suspended or abandoned.
- 24-month expiration from the date of approval for entire project unless extension fee is paid and is granted by the city administrator. Permit cannot be renewed if the construction did not start during the term on the original permit.
- Up to three extensions of 12 months each can be granted.

Fences/screening:

- 60-day expiration if project has not commenced or on a date specified by city council to accommodate the next favorable growing season
- Six months from the approval date.
- Process for extension is unclear.

Demolition (Section 22.03.575):

- 10 business day expiration if project has not commenced.
- 60 calendar days from the date of issuance if no progress has been made, unless extended for a special condition by the city inspector (no fee required).
- Can be granted a 60-day extension by city inspector for good cause (no fee required).
- Up to three extensions of 60 days each can be granted.

The International Building Code/International Residential Code, which the city has adopted has a six-month expiration period for permits, but does not have a total time for project, so a permit could be indefinitely extended by spacing out inspections. However, our locally adopted Code supersedes the IBC/IRC.

Given the scope of projects and supply chain issues for materials, the 60-day timeframe for project commencement may be a little short. Additionally, the code is unclear about how to extend this time frame, as the extension seems to only extend the overall permit.

The City of Rollingwood and the City of Austin both default to the expirations in the IBC/IRC.

Application Expirations

Additionally, there is an expiration for dormant permit application in Section 22.03.138. The applicant has 60 calendar days from the date the city issues comments to respond, or the application is deemed expired. However, there is no limit on resubmittals and some applications remain in the queue for more than a year with more than five review cycles. When permits stay in the system this long, some application documents expire, the applicant changes other elements of the design that have been already reviewed, related permits have expired or become dormant, and with multiple reviewers and staff changes, details may be missed. Also, the fees we changed to be easier to administer with a fixed fee upfront that was intended to cover several rounds of reviews. When the review goes over three cycles, the city is not recouping the third-party review costs.

Recommendations:**Building Permits:**

- Increase the period for commencement from 60 days to six months.
- Allow the city inspector to issue a 60-day extension with proof of a special condition/good cause and required fee. This would be a separate extension from the one year extension reviewed and approved by the city administrator.

Fences:

- Allow the city inspector to issue a 60-day extension with proof of a special condition/good cause and required fee.

Demolition Permits:

- Extend the commencement period to 20 calendar days.
- Establish a fee for the extension.

Applications:

After three reviews, additional fees are assessed.

Links to Relevant Code:

- [Section 22.03.137: Expiration.](#)
- [Section 22.03.575: Transferability; commencement of work; continuation of work; duration of permit; extension.](#)
- [Section 22.03.138: Dormant permit application expiration.](#)



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	<u>February 28, 2024</u>	Item Number:	<u>6</u>
Department:	<u>Administration</u>		
	<u>Trey Fletcher,</u>		<u>\$314,000.00</u>
Prepared By:	<u>City Administrator</u>	Cost / Budget:	<u>(Prop Amendment #3)</u>
	<u>Original Contract</u>		
	<u>Approved Amendment #1</u>		
	<u>Approved Amendment #2</u>		
Exhibits:	<u>Proposed Amendment #3</u>	Source of Funds:	<u>2022 Bond Funds</u>

Subject

Discuss and consider approving amendment #3 to the professional services agreement with Brinkley Sargent Wiginton, Inc (BSW).

Recommendation

Staff recommend approval of the amendment.

Discussion

Approving this item amends the professional services agreement for BSW, the project architect for the new municipal complex.

Amendment #1 was approved for \$7650.00 in 2023 for the purpose of authorizing subsurface utility engineering (SUE) services provided by a subconsultant, 4Ward Land Surveying.

Amendment #2 was approved for a total of \$34,407.50 in 2023 for the purpose of authorizing subcontractor services to provide the following:

- Horizon Environmental Services, Inc in the amount of \$4000 for a Geological Assessment
- 4Ward Land Surveying in the amount of \$10,875 for the subdivision plat, and easement exhibits
- 4Ward Land Surveying in the amount of \$9000.00 for preparation of boundary, tree, topo, improvement and design survey

Per BSW, the construction budget was set at \$11,672,700 per AGCM. The approved Design Development construction budget is \$17,062,566. Much of the additional cost is associated with the sitework. The scope of work regarding the new site selected by the City was unknown at the time of contract execution and not incorporated into the construction budget. The only assignment regarding the new site was to conduct a “test fit” to confirm the structure and parking needs would fit.

The new site has two watersheds requiring two detention ponds (one being structured), site retaining walls and a new traffic light that complicated the site design and coordination. This is the scope of work BSW needs to recapture. BSW is requesting \$250,000 in additional services.

Datum, for the same reasons regarding the unknown site scope of work, is also seeking additional services. Datum's original scope of work excluded site work but design and evaluation of site structures such as retaining walls and the water quality pond are needed for the project. As a subconsultant to BSW, Datum has requested an additional \$64,000.

In total, proposed amendment #3 would amend the professional services agreement by \$314,000.

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

CITY OF WEST LAKE HILLS, TEXAS
PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is made and entered into this 4th day of October, 2022, by and between the City of West Lake Hills, Travis County, Texas, a Type A General Law municipal corporation, ("City"), whose address is: 911 Westlake Drive, West Lake Hills, Texas 78746 and Brinkley Sargent Wiginton Architects ("Consultant"), whose address is 1005 East St. Elmo, Building #8, Austin, Texas.

W I T N E S S E T H:

That in consideration of the terms and conditions contained herein the parties do mutually agree as follows:

I.

Consultant and Services

Consultant shall perform all services under this Contract to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of the architectural and engineering professions, both public and private, currently practicing in the same locality under similar conditions, including reasonable, informed judgments and prompt, timely action. If Consultant is representing that he/she has special expertise in one or more areas to be utilized in this Contract, then Consultant agrees to perform those special expertise services to the appropriate local, regional or national professional standards. Consultant shall provide the services related to architectural related services ("Base Services") as generally described in the attached Exhibit A, which is incorporated herein for all purposes. Additional Services if applicable and as defined below may also be required and such Base and Additional Services may be collectively referred to as the "Project".

If Consultant determines that services outside the scope of Exhibit A ("Additional Services") are required or recommended, or that Consultant is being asked by City to perform services not covered by Exhibit A or by previously approved amendments to this Contract, Consultant shall notify City that such services are Additional Services, the cost associated with their performance and shall receive approval to perform such Additional Services prior to undertaking them. Any provision in this Contract to the contrary notwithstanding, City shall not be liable to Consultant for the payment of any Additional Services, unless the City and Consultant have entered into a written amendment to this Contract which identifies the services to be performed as Additional Services, and states the cost, or a not-to-exceed amount, for such services prior to the commencement of such Additional Services. Additional Services shall be calculated at the professional rates listed in Exhibit B.

II.

Compensation to Consultant

COMPENSATION: City agrees to pay Consultant for all services outlined in Section I and as described in Exhibit A. Such services undertaken by Consultant shall be provided in accordance with the fees and conditions set forth in Exhibit B, and B1 attached hereto. Base Services performed by Consultant shall not exceed the lump sum fees described in Exhibit B. Additional Services will be performed by Consultant according to the hourly rates listed in Exhibit B.

Payments to Consultant will be made by City from invoices submitted by the Consultant and shall be based on the percentage of the work performed by Consultant on the Project as of the date of the

invoice. Invoices shall itemize the services performed for each Base Services, Additional Services and expenses, as applicable. Invoices shall not be submitted more frequently than one time per month. Invoices are due and payable thirty (30) days after receipt by the City.

III.

Timely Completion of Professional Services.

The Consultant shall make all reasonable efforts to complete assigned duties and tasks in a timely manner. For all services related to the Project, and on at least a Weekly Basis, the Consultant shall provide a Schedule of the tasks that have been completed and the percentage of the Project that is remaining, and any obstacles that may cause a delay in completing professional services related to the Project.

IV.

Consultant's Coordination with Owner

Consultant shall be available for conferences with City, or its Project Representative, so that the Project can be designed and managed with the full benefit of City's experience and knowledge of existing needs and facilities and be consistent with current policies and construction standards. City shall make available to Consultant all existing plans, maps, field notes, and other data in its possession relative to the Project. Consultant may show justification to City for changes in design from City standards due to the judgment of said Consultant of a cost savings to City and/or due to the surrounding topographic and geological conditions. City shall make the final decision as to any changes after appropriate request by Consultant.

Consultant shall accompany City representatives on Project observation visits during construction of Project at appropriate frequencies to ensure the Project is progressing based on Consultant's plans and specifications. City may require more frequent construction observation visits as construction problems arise as a result of Project design.

V.

Consultant's and Owner's Coordination with TXDOT

Consultant and Owner acknowledge that the Project that is the subject of this Contract is adjacent to a facility (RM 2244, locally known as Bee Cave Road) of the Texas Department of Transportation ("TxDOT") and each agree to coordinate with TXDOT to the extent necessary and advisable in the manner that is customary for such projects.

VI.

Contract Termination Provision

This Contract may be terminated at any time by City for any cause without penalty or liability except as may otherwise be specified herein. Upon receipt of written notice by City, Consultant shall immediately discontinue all services and Consultant shall immediately terminate placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this Contract and shall proceed to cancel promptly all existing contracts insofar as they are related to this Contract. As soon as practicable after receipt of notice of termination, Consultant shall submit a statement showing in detail the services performed but not paid for under this Contract to the date of termination. City shall then pay

Consultant promptly the accrued and unpaid services to the date of termination, to the extent the services are approved by City.

This Contract may be terminated by Consultant with thirty (30) days prior written notice to the City at any time for any cause without penalty or liability except as may otherwise be specified herein. Consultant shall submit written notice to terminate Contract and shall submit to City all plans and documents relative to the design of Project. City shall then ascertain cost to complete the balance of the work under this Contract. If the cost to complete the balance of the work as described in the scope of work under Exhibit A is greater than the unpaid contract amount, City shall retain all unpaid balances and, in addition, Consultant shall pay directly to City the difference in the unpaid balance and the cost to complete the work. In no case shall City pay Consultant any additional monies other than those previously paid under the Contract. Consultant shall not be held liable for any direct or indirect costs associated with the balance of work to be performed under this contract.

VII.
Ownership of Documents

Copies of the construction documents, both electronic and hard copy, prepared by the Consultant under this Contract shall become the property of the City and shall be delivered to the City, without restriction on future use. Drawings and specifications shall be submitted to City in both hard copy and usable electronic formats. Consultant shall retain in his files all original drawings, specifications and all other pertinent information for the work. Consultant shall have no liability for changes made to drawings, specifications, and other documents by other Consultants subsequent to the completion of the Contract. City shall require that any such change be sealed, dated, and signed by the Consultant making that change and shall be appropriately marked to reflect what was changed or modified.

The Consultant shall retain ownership of all original electronic files, specifications, and other Consulting documents for the project(s) included in this contract. Consultant may utilize such documents for any future use, whether related to City, or another entity.

VIII.
Insurance

The Consultant shall procure, pay for, and maintain during the term of this Contract, with a company authorized to do business in the State of Texas and otherwise acceptable to the City, the minimum insurance coverage contained in Exhibit C, attached hereto and made a part of this Contract.

IX.
Monies Withheld

When City has reasonable grounds for believing that:

- A. Consultant will be unable to perform this Contract fully and satisfactorily within the time fixed for performance; or
- B. A claim exists or will exist against Consultant or City arising out of the negligence of the Consultant or the Consultant's breach of any provision of this Contract; then

City may withhold payment of any amount otherwise due and payable to Consultant under this Contract. Any amount so withheld may be retained by City for that period of time as it may deem advisable to protect City against any loss and may, after written notice to Consultant, be applied in satisfaction of any claim described herein. This provision is intended solely for the benefit of City, and no other person or entity shall have any right or claim against City by reason of City's failure or refusal to withhold monies. No interest shall be payable by City on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of City.

X.

No Damages for Delays

Notwithstanding any other provision of this Contract, Consultant shall not be entitled to claim or receive any additional compensation as a result of or arising out of any delay, hindrance, disruption, force majeure, impact or interference, foreseen or unforeseen without prior written concurrence between City and Consultant.

XI.

Right to Inspect Records

Consultant agrees that City shall have access to and the right to examine directly any pertinent books, documents, papers and records of Consultant involving transactions relating to this Contract. Consultant agrees that City shall have access during normal working hours to all necessary Consultant facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. City shall give Consultant reasonable advance notice of intended audits.

Consultant further agrees to include in subcontract(s), if any, a provision that any subcontractor or consultant agrees that City shall have access to and the right to examine any directly pertinent books, documents, papers and records of such consultant or subcontractor involving transactions to the subcontract, and further, that City shall have access during normal working hours to all consultant or subcontractor facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this paragraph. City shall give the consultant or subcontractor reasonable advance notice of intended audits.

XII.

No Third-Party Beneficiary

For purposes of this Contract, including its intended operation and effect, the parties (City and Consultant) specifically agree and contract that: (1) the Contract only affects matters/disputes between the parties to this Contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with City or Consultant or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Consultant.

XIII.

Successors and Assigns

City and Consultant each bind itself and their respective successors, executors, administrators and assigns to the other party of this Contract and to the successor, executors, administrators and assigns of

such other party in respect to all covenants of this Contract. Neither City nor Consultant shall assign or transfer its interest herein without the prior written consent of the other.

XIV.
Consultant's Liability

Acceptance of the final plans by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant, its employees, associates, agents or consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by City for any defect in the designs, working drawings, specifications, or other documents and work; nor shall such acceptance be deemed an assumption of responsibility or liability by City for any defect in the designs, working drawings, specifications, or other documents prepared by said Consultant, its employees, subcontractor, agents and consultants.

XV.
Indemnification

TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT SHALL AND DOES HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL DAMAGES, LOSS OR LIABILITY OF ANY KIND, WHATSOEVER, BY REASON OF DEATH OR INJURY TO PROPERTY OR THIRD PERSONS CAUSED BY THE OMISSION OR NEGLIGENT ACT OF CONSULTANT, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES OR OTHER PERSONS FOR WHOM IT IS LEGALLY LIABLE, WITH REGARD TO THE PERFORMANCE OF THIS CONTRACT, AND CONSULTANT SHALL, AT ITS COST AND EXPENSE, DEFEND, PAY ON BEHALF OF, AND PROTECT THE CITY AND ITS OFFICERS, AGENTS, AND EMPLOYEES AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS.

TO THE FULLEST EXTENT PERMITTED BY LAW, CITY SHALL AND DOES HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS CONSULTANT, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL DAMAGES, LOSS OR LIABILITY OF ANY KIND, WHATSOEVER, BY REASON OF DEATH OR INJURY TO PROPERTY OR THIRD PERSONS CAUSED BY THE OMISSION OR NEGLIGENT ACT OF CITY, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES OR OTHER PERSONS FOR WHOM IT IS LEGALLY LIABLE, WITH REGARD TO THE PERFORMANCE OF THIS CONTRACT, AND CITY SHALL, AT ITS COST AND EXPENSE, DEFEND, PAY ON BEHALF OF, AND PROTECT CONSULTANT AND ITS OFFICERS, AGENTS, AND EMPLOYEES AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS.

XVI.
Severability

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XVII.

Conflict of Interest

A. Chapter 176 of the Local Government Code requires businesses conducting business activity with the City to file a "Conflict Disclosure Statement," and the Consultant shall complete such Statement and it shall be on file with the City, with the Statement to be updated as necessary.

Received on: _____ (Staff use only)

B. The Consultant, when performing all services under this Contract, shall devote itself to the professional duties and services required by the City. A "conflict of interest" condition exists when another Client of the Consultant proposes that the Consultant engage in professional services for a project or development that is under the auspices and authority of the City of West Lake Hills and such development will connect to or prosper from the Project that is the subject of this Contract. The Consultant shall refrain from those situations that create an actual conflict of interest or the appearance of same. However, if such a situation is unavoidable, then Consultant shall withdraw from this Contract so that City can identify and utilize another Consultant without delay or hindrance. Consultant also acknowledges they have reviewed and will comply with the West Lake Hills Ethics Ordinance set out in Article 2.05 Ethics of the Code of Ordinances.

XVIII.

Gift to a Public Servant

The City may immediately terminate this Contract if the Consultant offers or agrees to confer any benefit on a City employee or official that the City employee or official is prohibited by law from accepting. "Benefit" means anything reasonably regarded as pecuniary gain or pecuniary advantage; "Benefit" does not mean purchase, by the Consultant, of a meal (breakfast, lunch, or dinner) for employee or official in the course of regular business activity. Notwithstanding any other legal remedies, City may require Consultant to remove any employee of Consultant from the Project who has violated the restrictions of this section or any similar State or Federal Law and obtain reimbursement for any expenditures made as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

XIX.

Governing Law and Legal Construction

A. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state.

B. In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract, and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Contract.

XX.

Independent Contractor

Consultant covenants and agrees that he/she is an independent contractor, and not an officer, agent, servant or employee of City; that Consultant shall have exclusive control of and exclusive right to control the details of the work performed hereunder, and all persons performing same, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants;

that the doctrine of respondent superior shall not apply as between City and Consultant, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Consultant.

XXI.
Disclosure

By signing this Contract, Consultant acknowledges to City that he/she has made a full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interests, direct or indirect, in property abutting the proposed Project and business relationships with abutting property owners. Consultant further agrees that he shall make disclosure in writing of any conflicts of interests which develop subsequent to the signing of this Contract and prior to final payment under the Contract.

XXII.
Venue

The parties to this Contract agree and covenant that this Contract shall be enforceable in West Lake Hills, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue shall lie in Travis County, Texas.

XXIII.
Entire Agreement

This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties relating to matters herein; and except as otherwise provided herein, cannot be modified without written agreement of the parties.

XXIII.
Applicable Law

This Contract is entered into subject to the ordinances of the City, as they may be amended from time to time, and is subject to and is to be construed, governed, and enforced under all applicable State of Texas and federal laws. Situs of this Contract is agreed to be Travis County, Texas, for all purposes, including performance and execution.

XXIV.
Default

If at any time during the term of this Contract, Consultant shall fail to commence the work in accordance with the provisions of this Contract or fail to diligently provide services in an efficient, timely, and careful manner and in strict accordance with the provisions of this Contract or fail to use an adequate number or quality of personnel or equipment to complete the work or fail to perform any of its obligations under this Contract, then City shall have the right, if Consultant does not cure any such default after thirty (30) days written notice thereof, to terminate this Contract and complete the work in any manner it deems desirable, including engaging the services of other parties thereof. Any such act by City shall not be deemed a waiver of any other right or remedy of City. If after exercising any such remedy, the cost to City of the performance of the balance of the work, as defined in Exhibit A, is in excess of that part of the contract sum which has not therefore been paid to Consultant hereunder, Consultant shall be liable for and shall reimburse City for such excess.

XXV.
Headings

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

XXVI.
Non-Waiver

It is further agreed that one (1) or more instances of forbearance by City in the exercise of its rights herein shall in no way constitute a waiver thereof.

XXVII.
Remedies

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

XXVIII.
Equal Employment Opportunity

Consultant shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, place of birth or disability. Consultant shall take action to ensure that applicants are employed and treated without regard to their race, age, color, religion, sex, ancestry, national origin, place of birth or disability. This action shall include, but not be limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship.

XXIX.
Construction of Contract

Both parties have participated fully in the review and revision of this Contract. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Contract.

XXX.
Notices

All notices, communications, and reports required or permitted under this Contract shall be personally delivered or mailed to the respective parties by depositing same in the United States mail, postage prepaid, at the addresses shown below, unless and until either party is otherwise notified in writing by the other party, at the following addresses. Mailed notices shall be deemed communicated as of five (5) days after mailing regular mail.

If intended for City, to:

City of West Lake Hills

Attn: City Administrator
West Lake Hills, Texas 78746

If intended for Consultant, to:

Brinkley Sargent Wiginton Architects
Attn: Denny Boles
1005 East St. Elmo, Building #8, Austin, Texas

XXXI.
Warranty

To the extent allowed by law, Consultant warrants that all work will be performed to the professional services standard indicated in Section I. of this Contract.

XXXII.
Attorney Fees

In the event any party to this Contract should bring suit against the other party with respect to any matters provided for in this Contract, the prevailing party shall be entitled to recover from such other party its costs of court, legal expenses and reasonable attorneys' fees in connection with such suit.

XXXII.
Miscellaneous

Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its respective governmental powers, immunities, or rights except as provided in this section. The Parties acknowledge that the City waives its sovereign immunity as to suit solely for the purpose of adjudicating a claim under this Agreement. This is an agreement for the provision of goods or services to the City under Section 271.151 et seq. of the Texas Local Government Code.

No Third-Party Beneficiary. For purposes of this Agreement, including its intended operation and effect, the parties (City and Consultant) specifically agree and contract that: (1) the agreement only affects matters/disputes between the parties to this agreement, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with City or Consultant or both; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Consultant.

Statutory Terms Applicable to Political Subdivisions. As required by Chapter 2270, Government Code, Consultant hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Iran, Sudan and Foreign Terrorist Organizations. Consultant represents that neither it nor any of its parent company, wholly-or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or

Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes Consultant and each of its parent company, wholly-or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. Consultant understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with Consultant and exists to make a profit.

Form 1295. Submitted herewith is a completed Form 1295 in connection with Consultant's participation in the execution of this Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from Consultant, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. Consultant and the City understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its employees or representatives are responsible for the information contained in Form 1295; that the information contained in the Form 1295 has been provided solely by Consultant and the City has not verified such information.

Boycotts.

(a) Consultant hereby verifies that they and their parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

(b) The Consultant hereby verifies that they and their parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, 'discriminate against a firearm entity or firearm trade association' (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based

solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. As used in the foregoing verification, (b) 'firearm entity' means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (c) 'firearm trade association' means a person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

IN WITNESS WHEREOF, the parties enter into this Contract on the date first written above.

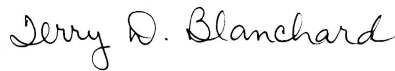
WITNESS:

CONSULTANT:

BY: 

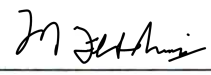
Denny Boles
Senior Principal
Tax Identification No. 751712514

ATTEST:



Terry Blanchard, City Secretary

CITY OF WEST LAKE HILLS, TEXAS:

BY: 

Trey Fletcher

City Administrator

EXHIBIT A

INITIAL PROJECT INFORMATION

EXHIBIT A1	PROJECT BUDGET
EXHIBIT A2	CONCEPTUAL SITE PLAN
EXHIBIT A3	PROJECT PROGRAM
EXHIBIT A4	PROJECT SCHEDULE
EXHIBIT B	SPECIAL TERMS AND CONDITIONS
EXHIBIT C	SERVICES AND COMPENSATION
EXHIBIT D	BSW BILLING RATES
EXHIBIT E	CERTIFICATE OF INSURANCE
EXHIBIT F	FURNITURE AND INTERIOR DESIGN SERVICES
EXHIBIT G	STRUCTURAL ENGINEERING
EXHIBIT H	MECHANICAL AND ELECTRICAL
EXHIBIT J	CIVIL ENGINEERING
EXHIBIT K	LANDSCAPE
EXHIBIT L	TECHNOLOGY/SECURITY/AV
EXHIBIT M	ACCESSABILITY
EXHIBIT N	COMMISSIONING
EXHIBIT O	TRAFFIC SIGNAL MODIFICATION DESIGN

West Lake Hills City Hall and Police
Project Budget - Brinkley Sargent Wiginton Architects
September 9, 2022

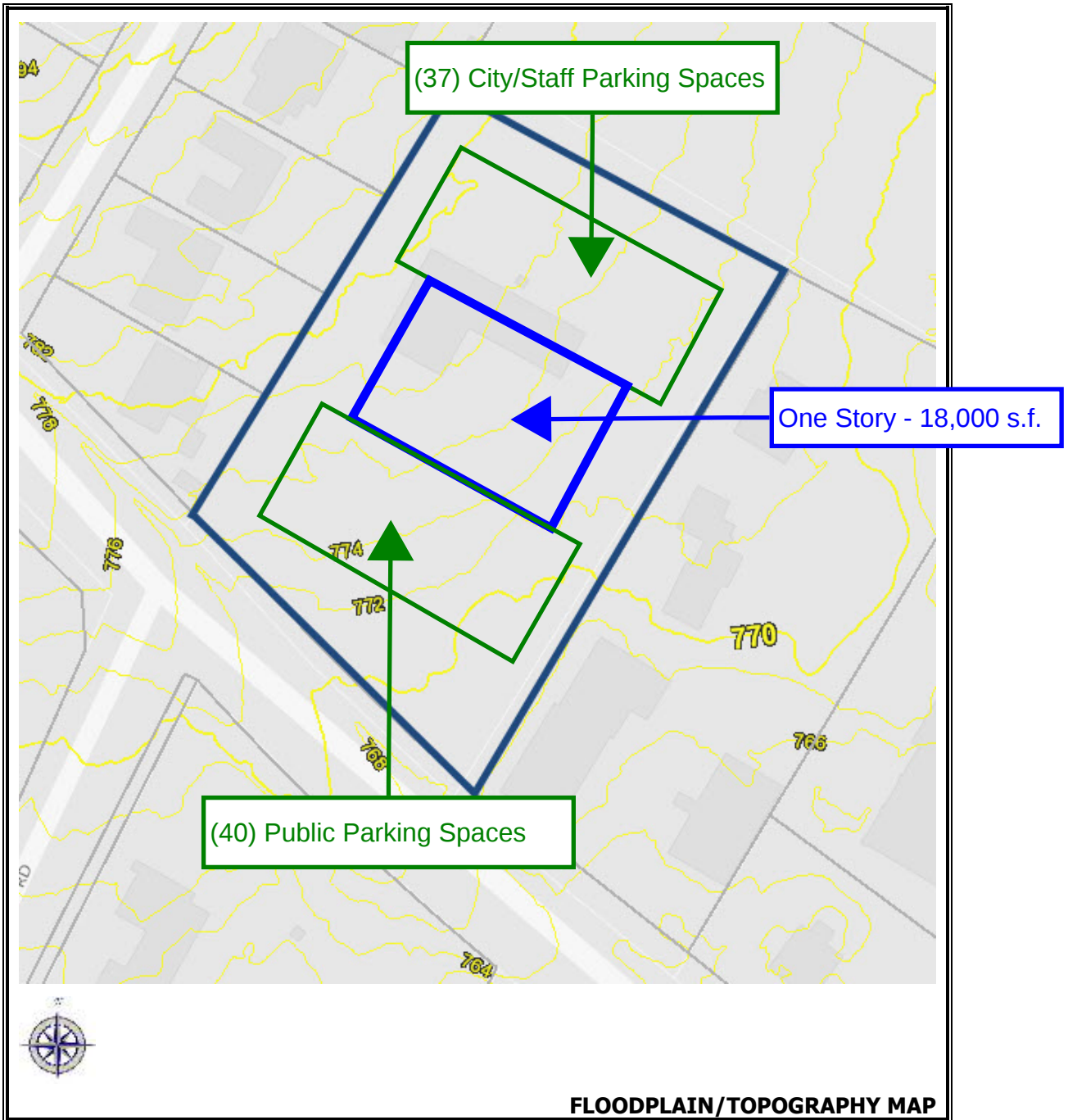
EXHIBIT A1

	9/9/2022		
Land Acquisition			Notes:
Site Purchase	0	Note A	City owned site.
Site Closing Costs	0	Note A	Note B: To be determined
Total	0		Note C: 17,958 s.f. @ \$3.50/s.f.
Testing Services			Note D: Not required
Site Environmental Assessment	15,000	Note B	Note E: 10% of construction budget
Geotechnical Report	10,000		Note F: Inflation assumptions (48.83%)
Materials Testing	62,900	Note C	Base cost to 2/1/2022
Total	87,900		2022 - 21.67%
Construction			2023 - 23.8%
New City Hall and Police Building	5,681,000		2024 - 13.59%
Non-Conditioned Support Building	95,150		September 2022 Execute Contract/Begin Design
Demolish Existing Structure and Parking	250,000		August 2023 Project Bids
Site Development/Parking	825,000		November 2023 Construction Begins
Site Landscape/Hardscape and Irrigation	500,000		January 2025 Substantial Completion
Site Fence/Gates	100,000		February 2025 Owner Move-In
Covered Parking	0	Note D	
Emergency Generator	150,000		Note G: Furniture assumptions:
Water Quality Control	400,000	Note B	- 17,480 s.f. @ \$30/s.f.
Police Lab/Equipment	100,000		- Furniture bid July 2023
Distributed Antenna System	42,600		- Furniture install January 2024
I.T. Infrastructure	23,800		- Assumes new furniture
Security Systems	138,600		Note H: Budget provided by City
AV Equipment	450,000		Note J: 15,732 s.f. @ \$3.75/s.f. relocate existing VOIP
LEED Enhancements	0	Note D	Note K: Not included in budget.
Contingency	876,000	Note E	Note L: Scope of work provided by City
Inflation	4,703,000	Note F	Note M: 1% of construction budget
Total	14,335,150		Note N: 9.5% at \$650/s.f.
FF&E			Note O: CMAR delivery
Furniture	524,000	Note G	
Exercise Equipment	25,000	Note H	
Telephones	59,000	Note J	
Total	608,000		
City Budgets			
Art Budget	0	Note K	
Site Survey/Platting	18,552	Note L	
Construction Manager at Risk Pre-Const.	50,000	Note B	
Electrical/Gas Infrastructure Allowance	30,000	Note B	
Building Environmental Assessment	10,000	Note B	
Off-Site Utility Development	0	Note B	
IT Server Relocation	30,000	Note B	
Moving Costs	30,000	Note B	
Communication Tower Relocated	0		
New Communication Tower on Roof	0	Note B	
Computers	0	Note B	
Off-Site Fiber to Site	0	Note B	
Bond Issuance Cost	0	Note K	
Owner Contingency	143,000	Note M	
Total	311,552		
Professional Services			
Site Submittal Process	35,000		
A/E Basic Services	1,109,000	Note N	
Program Verification	15,000		
Storm Shelter Peer Review	0	Note D	
Civil Engineering Site Survey (On-Site)	0	Note L	
Civil Engineering Site Survey (Off-Site)	0	Note B	
Civil Engineering (On-Site)	133,000		
Water Quality (On-Site)	20,000		
Subdivision Plat (On-Site)	29,000		
Trees and Vegetation Support (On-Site)	5,000		
TCEQ - WPAP and SCS (On-Site)	12,500		
TXDOT Driveway Permit (On-Site)	4,500		
Civil Engineering (Off-Site)	0	Note B	
Driveway/Intersection (Off-Site)	15,000		
Pressure Reducing Valve (Off-Site)	45,000		
Traffic Signal and Intersection Consultant	67,600		
Landscape Design	35,500		
Technology/Security/AV Consulting	58,000		
HVAC Acoustical Design	14,000		
Basic MEP Commissioning/Exterior Envelope	30,500		
TAAS Consultant	2,400		
Furniture Selection	47,160		
Interior Design	31,427		
Exercise Equipment Coordination	5,000		
LEED Consultation	0	Note D	
Record Drawings	8,000		
Cost Estimating	0	Note O	
Reimbursable Costs	25,000		
Total	1,747,587		
Total Project Cost	17,090,189		

One Story Option

FAITH BIBLE CHURCH

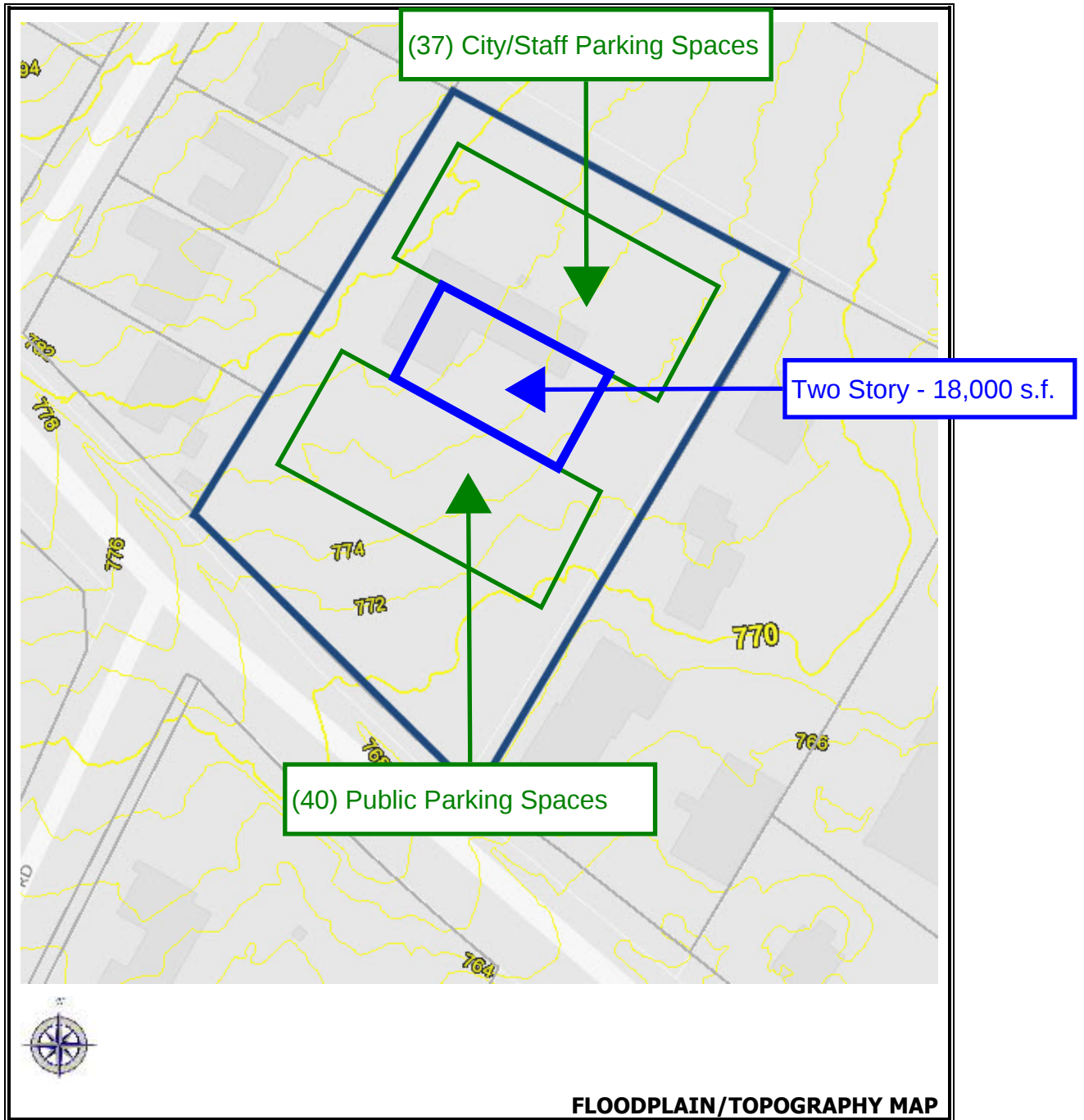
SITE DESCRIPTION AND ANALYSES



Source: City of Austin GIS



Two Story Option



Source: City of Austin GIS



West Lake Hills

Combined Facility

City Hall and Police Needs Assessment

City Hall / Police Facility Total

	2018	Total 2030 Requirements		Notes
Item Description	Staff	Staff	Total Area	
City Hall				
Public Lobby	3	3	2,320	
Council Chambers			4,686	
City Hall Staff	6	6	1,913	
Staff & Building Support			772	
Police Facility (as part of City Hall)				
Police Staff		17	3,437	
Property / Evidence			832	
Police Staff Support			1,772	
Net Subtotal		26	15,732	
10% Building Circ. Factor			1,748	
Total		26	17,480	
Total Building - City Hall and Police			17,480	
Police Asset Support Buildings			478	
Radio Building			152	

18,110

Two Separate Buildings

City Hall & Police Facility Total

[illegible]

1 facility	18,110
	1,254

West Lake Hills

City Hall and Police Facility Public Lobby & Council Chambers

Requirements Data Sheet	2018 Staff	Space Codes/Unit Sizes			Projected 2038 Requirements	
		{a}			{b}	{c}
Item Description	Staff	Space Code	Unit Size	Unit Area	Staff	No.of Spcs Total Area
Public Lobby						
Vestibule			8x10	80	1	80
Lobby w/ waiting (6)			25x30	750	1	750
Public Access/Kiosk						
Drinking Fountains			5x5	25	1	25
Public Toilets (4)			11x26	286	2	572
City Hall/Court Reception (3)		CH2		545	1	545
Clerk/ZAPCO Secretary	1	WS2	6x7		1	
City Hall Staff Window			6x7			
Court Clerk Window			6x7			
Court Clerk	2	WS2	6x7	60	2	-
Copy/Work/Supply/Plotter (shared) rolled / paper storage?			9X14	140		
Net Subtotal	3				3	1,972
15% Gross Circulation						348
Total Gross Sq. Footage						2,320

Notes
overflow for Council
add 1 for sep police
Lobby for Police - 200 SF
singles at police lobby
revise by mtg comments
stationed at window
walk-up station

Council Chambers/Courtroom					
Sound/Security Vestibule			10x12	120	1 120
Council Chambers/Court		CH1		2,813	1 2,813
Council Dais (6+2+2)					-
Jury Box					
Audience Seating (60)					-
Storage/Furniture/A/V			14x18	252	1 252
Police/DT Storage			14x8	112	1 112
					-
Judge Office					
Worksession/Conf-10/Jury/Prosecutor			12x20	240	1 240
Coffee Bar/serving alcove			12x7	84	1 84
Council/Staff/Jury Toilets			8x8	64	2 128
Net Subtotal					3,749
20% Gross Circulation					937
Total Gross Sq. Footage					4,686

EOC
hand wand
moveable bollard separation
use clerk area or conf room
used by City Admin also
council mailboxes, judge wardrobe

Typical Formula is $a \times b = c$

City Hall and Police Facility
City Hall Staff

Notes
shown w/council chamber
shared w/city hall staff
use central work/copy behind
check size

use central work/copy behind front deak
check size

:

Requirements Data Sheet	2018 Staff	Space Codes/Unit Sizes			Projected 2038 Requirements	
		{a}			{b}	{c}
Item Description	Staff	Space Code	Unit Size	Unit Area	Staff	No.of Spcs Total Area
Staff Support						
Kitchen/Break Room (4)			12x12	144	1	144
Staff Toilets			8x8	64		-
Building Support						
Sprinkler			6x8	48	1	48
Central Electrical			10x12	120	1	120
Central Janitor			10x12	120	1	120
Building Material Storage			10x12	120	1	120
Data/I.T. Closet			9x9	81	1	81
Net Subtotal						633
18% Gross Circulation						139
Total Gross Sq. Footage						772

Notes
sep. break for police review at end
add to stand alone police
closet at police
dup at police
not at police

Typical Formula is $a \times b = c$

West Lake Hills

City Hall and Police Facility
Police Lobby

Requirements Data Sheet	2018 Staff	Space Codes/Unit Sizes			Projected 2038 Requirements		
		{a}			{b}	{c}	
Item Description	Staff	Space Code	Unit Size	Unit Area	Staff	No.of Spcs	Total Area
Lobby							
Vestibule			8x10	80		1	80
Lobby (4)				200		1	200
Drinking Fountains			5x5	25		1	25
Public Toilet			8x8	64		2	128
Net Subtotal							433
15% Gross Circulation							76
Total Gross Sq. Footage							509

[illegible]

Typical Formula is $a \times b = c$

City Hall and Police Facility
Police Staff

[illegible]

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West Lake Hills

City Hall and Police Facility
Police - Property/Evidence

[illegible]

Typical Formula is $a \times b = c$

City Hall and Police Facility
Police - Staff Support

[illegible]

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EXHIBIT B

ARTICLE 12

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

12.1 CHANGE ORDERS

Omissions: If the Architect fails to include or omits an item from the Contract Documents, which was fully anticipated to be included in the Project, thereby necessitating the need for a Change Order, the Architect will not receive a fee for work associated with the Change Order.

12.2 STANDARD OF CARE/CONTINGENCY

In performing Architectural Services, the Architect will strive to use that degree of care and skill ordinarily exercised under similar circumstances by competent members of the architecture profession. Notwithstanding compliance with this standard of care, the Owner can normally anticipate that some changes and adjustments in the project will be required either during or after construction. The Owner agrees to establish a construction contingency fund (minimum 3% of construction cost) to cover the reasonably anticipated costs of these changes and adjustments as well as, changes due to code revisions and field conditions. The Owner agrees not to seek any costs related to Article 12.2 items from Architect unless the aforementioned contingency funds are exhausted by non-Owner initiated changes.

12.4 ARCHITECTURAL REGISTRATION

The Texas Board of Architectural Examiners, Hobby Building, 333 Guadalupe, Suite 2-350, Austin, Texas 78701 (512-305-9000) has jurisdiction over individuals licensed where the Architect's Registration Law, Texas Civil Status, Article 249a.

12.5 RECORD DRAWINGS

Deliverables for Record Documents or "as-builts" shall be defined as the following. Architect will provide one set of Drawings in digital (PDF) format that includes final revisions formalized by the Architect through the course of the Work and any other field revisions as supplied by the Contractor to the Architect at close out. Architect will also provide AutoCAD compatible (DWG) vector format digital background files of a project site plan, floor plans and ceiling plans.

12.6 STRUCTURAL CERTIFICATION OF AS-BUILT CONDITIONS

This contract provides for structural site observation during construction consistent with normal standard of care as outlined in AIA Document B101-2007. This scope of work does not include structural services to inspect all the structural as-built conditions necessary to provide the Owner with a "Letter of Structural Certification" of the building at the time of substantial completion. These services can be made available as an additional service.

12.7 SPECIAL INSPECTIONS

Recent code language contains references to "Special Inspections" for various parts of the construction process. The industry is currently meeting these requirements by assigning responsibilities to various Consultants involved in the Construction Industry (Commissioning Agents, Materials Testing Lab, Fire Protection and Smoke Evaluation Consultants, Mechanical and Structural Engineers and Architects.

Since these inspections are new to the industry, each jurisdiction has their own interpretation as to how "Special Inspections" are accomplished beyond Standard Construction Administration Activities and what party should be responsible for them. The Design Team will work with the appropriate jurisdiction during the Design Phase of the Project to identify requirements and responsibilities. Many of these inspections may be performed as part of Standard CA services but some may require Additional Services Fees from the Design Team or outside Consultants. These "Special Inspections" must be identified prior to the start of construction in order to be performed at the appropriate time prior to receiving a "Certificate of Occupancy."

12.8 STATUTES OF LIMITATION AND REPOSE

To the extent applicable to the Owner under Texas law, causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's Services are substantially completed.

EXHIBIT C

WEST LAKE HILLS CITY HALL AND POLICE FACILITY

SERVICES AND COMPENSATION

BASIC AND SUPPLEMENTAL SERVICES INCLUDED IN THE CONTRACT SCOPE OF WORK

BASIC A/E SERVICES: FEE \$1,109,000

Architectural, Structural Engineering (Ref. Exhibit G), and Mechanical, Electrical and Plumbing Engineering Services (Ref. Exhibit H). Fees to be billed monthly by percent complete of each phase as follows:

Schematic Design Phase	20%
Design Development	25%
Construction Document Phase	30%
Bidding Phase	5%
Construction Administration Phase	20%
Total	100%

The initial building construction budget is set at \$14,335,150 for contractual purposes. Basic service fees are based on a construction budget of \$11,672,700 (17,958 s.f. @ \$650/s.f. @ 9.5%). This budget may be adjusted from time to time by Owner authorization. Basic Services Fee will be adjusted based upon final approved Design Development Estimate. The Architect will receive no adjustment following the Final Design Development fixed fee should the actual accepted construction bid vary from the budget and subsequently be approved by the Owner.

NOTE: Construction is anticipated to last 15 months (Ref. Exhibit A4). Project meetings will occur every 2 weeks. Should construction proceed beyond 18 months, through no fault of the Architect, the Architect reserves the right to request additional services from the client based upon a per month fee of \$10,322.

SUPPLEMENTAL SERVICES INCLUDED AS PART OF SERVICES TO BE PROVIDED:

1. Site Submittal Process: Fee \$35,000
2. Programming / Conceptual Layout: Fee \$15,000
Meet with designated departments to determine square footage requirements and provide conceptual layout to confirm spaces fit within existing envelope.
3. Civil Engineering Services: Fee \$264,000
Services include grading, drainage design, site utilities, paving and dimensional control, erosion control, specifications, and construction administration. (Ref. Exhibit J)
4. Accessibility Consulting Services: Fee \$2,400
(Ref Exhibit M)
5. Technology Systems Design Services and HVAC Acoustical Design: Fee \$72,000
Design of Owner Communications Infrastructure. Video surveillance, and electronic security systems. Services will also include Audio/Visual Consultation and Acoustical Design. Code required Distributed Antenna System (DAS) is also included. (Ref. Exhibit L)
6. Landscape Design Services: Fee \$35,500
Complete landscape and irrigation system design. (Ref. Exhibit K)
7. Building Commissioning Services: Fee \$30,500
Commissioning of building HVAC systems including coordination of Owner training. Building envelope review. (Ref. Exhibit O)

8. Traffic Engineers Consultant: Fee \$67,600
Traffic signal modification design and analysis of driveway intersection at Bee Cave Road and Camp Craft Road. (Ref. Exhibit N)
9. Furniture Selection/Interiors/Exercise Equipment Services: Fee \$78,587
Interior finishes selection, documentation, presentations, specifications, and shop drawing review (17,958 s.f. @ \$1.75/s.f. - \$31,427). Selection, specification and assistance in procurement of new furniture item. Installation coordination and final punch list (9% of \$524,000 Budget - \$47,160). Exercise Equipment Layout and Power Data / AV Coordination is included (\$5,000). (Ref. Exhibit F).
10. Record Drawings: Fee \$8,000
Prepare a set of electronic documents showing changes in the work during construction from data furnished by Contractor. Update electronic files with all changes issued during construction by Architect and consultant team.

SUPPLEMENTARY SERVICES FEES

All fees associated with supplemental services are to be considered as a "not to exceed amount". Any increases for supplemental services may only be done with authorization of the Owner. In addition, all work to be performed under supplemental services will only be billed for the actual work performed even if considered as lump sum fee. Any reduction in the scope of work, tasks to be completed or change to the desired duties performed by the provider of the supplemental services will have a corresponding reduction on the fee charged for those services. Any supplemental service may be reduced or eliminated by the Owner after consultation with the Architect as long as such reduction or elimination occurs prior to performance of such work.

REIMBURSABLE EXPENSES: BUDGET ESTIMATE \$25,000

Project related expenses will be billed at cost plus 10%. Budget includes some cost items over which architect has minimal control and therefore this budget is an estimate and may be adjusted with Owner approval. Budget assumes subcontractor bidding documents will be electronic and no paper reproduction costs are included herein.

FEE SUMMARY

A. Basic Services	\$1,109,000	
B. Supplementary Services	<u>\$ 613,587</u>	
<i>Total Professional Services</i>		<i>\$1,722,587</i>
C. Reimbursable Budget		<u>\$ 25,000</u>
Total Contract		\$1,747,587

SCOPE OF WORK ASSUMPTIONS

- A. Geotechnical report provided by Owner.
B. Materials testing services during construction to be provided by Owner.

BRINKLEY SARGENT WIGINTON ARCHITECTS

BILLING RATES
2022

<u>TITLE</u>	<u>RATE/hr.</u>
Senior Principal	330.00
Principal	260.00
Project Manager	190.00
Strategic Planner	170.00
Senior Project Designer	185.00
Senior Project Architect	180.00
Project Architect	140.00
Architectural Designer II	120.00
Architectural Designer I	105.00
Sr. Construction Administrator	200.00
Construction Administrator	160.00
Senior Interior Designer	165.00
Interior Designer	140.00
Senior Programmer	185.00
Administration	85.00

Billing Rates are reviewed by Architects yearly. Rates are subject to adjustment August of each year



EXHIBIT E

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/13/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk Strategies 12801 North Central Expy. Suite 1725 Dallas, TX 75243	CONTACT NAME: Joe Bryant	FAX (A/C, No): (214) 503-8899	
	PHONE (A/C, No, Ext): (214) 323-4602	E-MAIL ADDRESS: certificatedallas@risk-strategies.com	
INSURED Brinkley Sargent Wiginton Architects, Inc. 5000 Quorum Drive, Suite 600 Dallas TX 75254	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: XL Specialty Insurance Company		37885
	INSURER B: Travelers Property Casualty Co of Amer		25674
	INSURER C: Charter Oak Fire Insurance Company		25615
	INSURER D: Continental Insurance Company		35289
	INSURER E: Travelers Indemnity Co of America		25666
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 68726433

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
E	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Blket Contractual Liab. ☒ Indt. Contractor GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	☒	☒	6806G061464	12/15/2021	12/15/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
C	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	☒	☒	BA2R37718A	12/15/2021	12/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000	☒	☒	CUP5G891100	12/15/2021	12/15/2022	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N	☒	6025047351	1/1/2022	1/1/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability	☒	☒	DPR9989429	2/15/2022	2/15/2023	Per Claim \$2,000,000 Annual Aggregate \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of certificate holder on all policies.

CERTIFICATE HOLDER

CANCELLATION

City of West Lake Hills, TX
911 Westlake Dr.
West Lake Hills TX 78746

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joe Bryant

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ACORD 25 (2016/03)

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EXHIBIT F

WEST LAKE CITY HALL & POLICE FACILITY

SCOPE OF WORK FOR FURNITURE & INTERIOR DESIGN SERVICES **BRINKLEY SARGENT WIGINTON ARCHITECTS**

Research:

- A. Site visit current facility and document any current furniture to remain.
- B. Incorporate any existing furniture into new building plans.

Design Development:

- A. Confirm client furniture procurement process.
- B. Coordinate furniture requirements with architectural floor plans.
- C. Establish Preliminary Budget for furniture.
- D. Establish material types for walls, floors as required for budgets

Construction Document Phase:

- A. Present Standards of color and finish quality to client
- B. Define interiors colorway options for client review
- C. Present interior preliminary design to client
- D. Develop final interiors standards for client acceptance
- E. Co-ordinate all aspects of interior design with full architectural drawings.
- F. Present final interior design package including 3D renderings as appropriate to clarify final selections.

Construction Administration Phase:

- A. Coordinate furniture vendor tours of showroom to inform client of range of furniture options in current market within client budget.
- B. Present standards of finish quality and staffing furniture hierarchy to designated staff.
- C. Establish and review Scope of furniture design based upon budgeting constraints.
- D. Present furniture design preliminary package to client.
- E. Present final furniture design package to client and finalize Budget.
- F. Complete specifications and drawings for purpose of bidding package.
- G. Coordinate the client furniture bidding package front end general conditions consistent with purchasing standards.
- H. Coordinate all MEP/Dimensional issues between furniture package and building Construction documents.
- I. Finalize furniture bid package consistent with procurement method.
- J. Advise Owner and Bidders on furniture and interiors clarifications, substitutions and issuance of Addenda.
- K. Coordinate all furniture vendor discussions with client.
- L. Assist Owner in evaluating furniture prices and make recommendation for contract awards.
- M. Advise Owner and Vendor(s) on clarification items following notice to proceed.
- N. Visit the construction site at various times appropriate to interior design progress to review installation.
- O. Provide two (2) on-site visits to review completed furniture design installation and develop and process punch lists.
- P. Make one (1) on-site visit to review completed furniture punch list with client to establish final acceptance.

Client Responsibilities:

- A. Provide single project representative.
- B. Communicate with designer in accordance with the agreed project schedule.
- C. Provide information developed by client which may affect the work to be performed for this project.
- D. Advertise furniture bids. (If required under procurement method.)
- E. Execute the contract awards into purchase orders with the successful furniture bidders.
- F. Provide all management and coordination for the relocation of any existing client equipment i.e., copiers, computers, etc.
- G. Provide selections of interior finishes materials.

May 20, 2022

Mr. Denny Boles, AIA, LEED AP
Senior Principal
Brinkley Sargent Wiginton Architects
1005 E St. Elmo St., Building 8
Austin, TX 78745
dboles@bsw-architects.com

RE: Proposal for Structural Engineering Services
West Lake Hills City Hall and Police

Dear Denny:

We appreciate this opportunity to submit a proposal for structural engineering services. This is an important assignment to us, and it will be given our utmost attention. Outlined below is our understanding of the project scope, our proposed services, and our fee.

SCOPE

We understand the scope of the project to be a ~~new one-story~~ 18,000 sf city hall and police facility with a construction budget of \$9.57M. No hardening of the facility for emergency operations is anticipated to our knowledge.

The proposed site is currently occupied by an existing 1-story church building to be demolished in its entirety. The foundations for this building are unknown. For the purpose of this proposal, we have assumed that the existing foundations will be removed entirely, and/or that they will not conflict with new proposed foundations. If original structural drawings of the church building are not available, there is some risk that existing conditions will not be known/be knowable until demolition is complete. Any design changes required to our foundation design at that time would be handled as an additional service.

Our foundation design will be based on a site- and project-specific geotechnical report to be supplied by the owner. We anticipate a soil-supported slab-on-grade will be the preferred ground floor system, although the area of West Lake Hills can have some variable soils. If a structured ground floor is required, we will handle that as an additional service. Elevated framing is presumed to be conventional steel framing.

BASIC SERVICES

Design Phase

- Establish design criteria and participate in selection of the Primary Structural System for the building.

- Provide structural design of the Primary Structural System. For the purpose of definition, the Primary Structural System consists of those materials normally specified in the following Sections, if required:
 - 03 10 00 Concrete Formwork
 - 03 20 00 Concrete Reinforcing and Embedded Metal Assemblies
 - 03 30 00 Cast-in-place Concrete
 - 05 12 00 Structural Steel Framing
 - 05 21 00 Steel Joist Framing
 - 05 31 23 Steel Roof Decking
 - 31 63 29 Drilled Piers
- Determine and coordinate those portions of the Primary Structural System to be designed by specialty engineers as pre-engineered elements.
- Consult on non-structural elements. Review the effect of elements not included in the Primary Structural System, but which are attached thereto, and design the structure to accept and support such elements, e.g., curtainwall, steel stairs, catwalks, miscellaneous metals, and elevators.
- Attend design meetings as required.
- Prepare Contract Documents consisting of drawings and specifications for the Primary Structural System. Construction drawings will be produced using Revit Structure, for the primary structural elements. Only primary structural elements (piers, beams, columns, concrete walls, purlins, slabs, decks) will be modeled. Secondary elements such as miscellaneous steel, shelf angles, braces, bridging, curbs, etc., will not necessarily be included in the model. Items inside the concrete, such as reinforcing, post-tensioning and embedded anchors, will not be modeled. The Revit model itself is not to be considered a Contract Document.
- Share the Revit BIM model with the design and construction team for coordination purposes. Datum makes no representation that our structural model will be suitable for any particular purpose by other team members, other than for general coordination and understanding of the layout of the primary structural elements, and for inclusion in clash detection exercises. It is understood that the Model is a reasonable representation of the primary structure, but should not be expected to be 100% accurate, and should not be relied upon as such.
- Perform checking and coordination of the structural documents.
- Assist in defining geotechnical investigation requirements. It is expected that the Owner's Geotechnical Consultant will review our construction documents for compliance with their report at the end of the CD phase.
- Assist in establishing material testing and inspection requirements.

Construction Administration Phase

- Endeavor to review required shop drawings and other required contractor submittals during construction of materials designed and specified by Datum within a 10-working day turnaround. We will endeavor to work with the Contractor to meet priority submittal deadlines within reason by prioritizing critical path submittals over other submittals, which may affect turnaround times for those other submittals accordingly.

- Review and respond to RFI's for clarification of design information and a reasonable number of substitution requests or minor field work corrections. Design for correction of excessive or major construction errors will be grounds for additional services.
- Perform up to 4 jobsite visits, during the structurally relevant portion of the construction phase, to observe and become generally familiar with the quality and progress of the construction work relative to the Primary Structural System.

SERVICES EXCLUDED FROM THIS PROPOSAL AS BASIC SERVICES

Services excluded from Datum's scope for this assignment include, but are not limited to, the following:

- Design of suspended ground floor over crawl space, void, or loose fill.
- Fast-track production of structural drawings ahead of mechanical, electrical, and architectural drawings.
- Review of shop and erection drawings of materials used in construction means and methods such as formwork, shoring and bracing.
- Design of exterior site work; such as retaining walls, paving, drainage structures, walks, flagpole and lightpole foundations, etc., outside the building lines which are normally designed by the civil engineer or landscape architect.
- Special inspections of structural elements, as required by applicable building codes.
- Detailed quantity take-offs or estimates of construction cost.
- Production of demolition drawings for existing structures.
- Design to accommodate foundation conflicts with unknown existing conditions.
- Modeling of existing structures.
- Development of the Revit model beyond AIA E202 LOD 300.
- Design for remediation of excessive or major construction errors.
- Preparation of Record drawings and/or models.

FEES FOR BASIC SERVICES

The above listed services will be provided for the fixed fee shown below, plus reimbursable expenses, with progress payments due upon receipt of monthly statements, and the total fee due upon completion of the services described herein.

Payment for services shall be based on the following schedule:

Schematic Design	15%	\$ 10,500.00
Design Development	25%	\$ 17,500.00
Construction Documents	35%	\$ 24,500.00
Bid/Negotiation	5%	\$ 3,500.00
Construction Administration	20%	\$ 14,000.00
Total	100%	\$ 70,000.00

Billing and payment of Construction Administration Phase services shall be reasonably proportional to the progress of the structural portion of the construction, estimated to be the first 6 months of the construction phase.

Interest on payments overdue by more than thirty days will be added to the total due at a rate of 1.0 percent per month.

OPTIONAL ADDITIONAL SERVICES

- Performance of Life Cycle Cost Assessment (LCCA) of the structure and alternatives, to contribute to measuring sustainability goals.
- Jobsite visits or conference calls for regular contractor/sub meetings.
- Special inspections of structural elements, as required by applicable building codes.
- Special construction observation.
- Structural design of civil/sitework structures.
- Development of the Revit Structure model beyond limitations identified above.
- Modeling of existing structures.

FEES FOR ADDITIONAL SERVICES

Additional services will be provided on an hourly basis at the rates shown in the attached rate schedule.

REIMBURSABLE EXPENSES

Reimbursable expenses will be billed at net cost to Datum. Reimbursable expenses include:

- Mileage for project meetings and site visits.
- Expense of additional insurance coverage or limits requested by Owner or Architect in excess of that normally carried.

PROFESSIONAL LIABILITY INSURANCE

Datum maintains a professional liability insurance policy with an aggregate annual coverage of \$5,000,000. A certificate of insurance will be furnished upon request. If increased limits are required for this project, the additional premium will be billed as a reimbursable expense.

ACKNOWLEDGEMENT

Please acknowledge acceptance of this proposal by signing below and sending it back to me. We will commence work when authorized and expect to execute a standard AIA C401 form of agreement containing the above terms when you are ready.

We recognize you are putting your trust in our performance, and we value the relationship we have with Brinkley Sargent Wiginton Architects. Please call me, at any time, if you have questions about our service during the extent of this assignment.

Sincerely yours,

DATUM ENGINEERS, INC.



Michael Brack, PE
President

Accepted by:


DENNY BOLES
SENIOR PRINCIPAL

Brinkley Sargent Wiginton Architects


Date

Encl.



2022 Hourly Billing Rates

Senior Principal	\$345.00
Principal II	\$270.00
Principal I	\$235.00
Senior Project Manager	\$195.00
Project Manager	\$165.00
Project Engineer	\$140.00
Graduate Engineer	\$125.00
Senior Production Manager	\$200.00
Senior Technician	\$165.00
Technician II	\$145.00
Technician	\$100.00
Support Personnel	\$100.00
Senior Support Personnel	\$170.00

The above rates above are valid through February 28, 2023.

Datum reserves the right to make reasonable annual rate adjustments to account for inflation and other factors.

May 23, 2022

Mr. Denny Boles
1005 E St. Elmo Building 8
Austin, TX 78745

RE: West Lake Hills City Hall & Police Building

Dear Denny:

We are pleased to submit this proposal to Brinkley Sargent Wiginton Architects for mechanical and electrical engineering services for the new construction of the West Lake City Hall & Police Building. We propose the following services for your consideration:

PROJECT DESCRIPTION

The project is a new, single story building to be constructed for the city of West Lake Hills. The total construction budget is approximately \$9.5 million. The new building is a total of 18,000SF with public and secure parking lots and a 500SF asset building.

The project includes the key features listed below:

1. The building site is currently a worship facility that will be demolished for the new City Hall & Police building.
2. The city also owns an adjacent site that will be designated for future development. This site is earmarked to provide a second entrance for the police.

GENERAL SCOPE OF WORK

1. Heating, ventilating, and air conditioning, including the design of a digital building automation system.
2. Smoke control system design, if required, in accordance with the requirements of the Life Safety Report and Smoke Modeling results, both by others. Note, Smoke Modeling can be provided by ME Engineers as noted in the Optional Services Section.
3. Plumbing design including water, sanitary sewer, storm and natural gas systems. Plumbing fixtures will be scheduled and utilities will be designed to within 5'-0" of the building for coordination with the Civil Engineer.
4. Fire sprinkler/standpipe systems will be designed via a performance specification and will be bid to licensed fire protection contractors. Fire protection design will include sizing of the main service line and entry, scheduling of the fire pump (if applicable), coordination of main distribution piping, and review of shop drawings and hydraulic calculations (deferred submittal) during Construction Administration. The selected Fire Protection Contractor will be the "Engineer of Record."
5. Electrical design including normal power, emergency power, mechanical equipment power, equipment room layouts, receptacle layouts and circuiting. Power requirement coordination with low-voltage system(s) consultant(s). Refer to Optional Services for 'Technology Services' design.
6. Lighting design including interior lighting, exit/egress design, parking lot lighting, circuitry, lighting controls, and fixture schedules.
7. Fire alarm system will be designed via a performance specification with general device layouts shown on plans.
8. Telecom Raceway design limited to incoming service and/or backbone conduits only. Design of low voltage system specific raceway is EXCLUDED. (Note: Complete Technology Systems design services can be provided by ME if desired. Refer to Optional Services.)
9. If required by AHJ, prepare prescriptive energy code compliance documentation (COMcheck or equivalent). Envelope construction information and surface areas will be provided to ME Engineers by the Architect for energy code compliance verification. As Architect of Record, Architect will seal the

relevant sections of the energy code compliance statement. If required, an energy model can be provided for energy code compliance; however that Work is subject to an additional service fee.

10. Production in Revit software in accordance with, and per the limits established by, Exhibit A, "ME Engineers' BIM Protocols."

SCHEMATIC DESIGN PHASE

1. Meet with the architect and design team to fully understand the schedule, scope of our work, design goals, and construction budget.
2. Review alternative systems, which may include sketches for pricing purposes along with a list of advantages and disadvantages. This may include an evaluation of available utilities and existing conditions.
3. Attend necessary conferences and be available for general consultation.
4. Prepare drawings, which will include schematic diagrams, approximate space requirements, and indicate preliminary equipment for the mechanical, electrical, fire protection, plumbing and specialty systems.
5. Prepare brief narrative which may include a written system description to establish the scope of work and aid in pricing by others.
6. Develop design criteria for the MEP systems to be used for Architect and Owner's review and approval.
7. Participate/review independent contractor's budget estimates.

DESIGN DEVELOPMENT PHASE

1. Continue to meet with the Architect, other consultants, and Owner to fully define the nature and scope of work for this part of the project.
2. Meet with representatives from The Building and Fire Departments to determine Code Requirements for the facility. Coordinate with Code Consultant (if applicable) to fully understand unique code implications.
3. Meet with utility providers to understand design requirements, processes, and schedule.
4. Prepare documents to establish and describe the systems to be used in the project based on the results of the schematic design phase. This will include defining materials, major equipment, schedules and approximate space requirements. General system layouts will be developed for coordination with other disciplines.
5. Prepare a draft specification representative of the final specification for the project. This will include relevant sections of our master specification and an initial edit.
6. Participate/review independent contractor's budget estimates.

CONSTRUCTION DOCUMENT PHASE

1. Plans and specifications will be finalized during this phase for competitive bidding of the MEP systems. The plans will be computerized using Revit 2022. The specifications will be in standard CSI format for inclusion in a project manual.
2. ME Engineer's personnel will attend meetings with the design/construct team during this phase to support the project.
3. Analyze site and utility data furnished by the Civil Engineer. Coordinate data with utility companies, Architect, and other consultants.
4. Present and review plans and specifications at intermediate completion levels with team to verify the systems and details comply with the Owner's required criteria.
5. Assist Architect and other consultants in coordinating the MEP work with other divisions of the design documents.
6. Participate/review independent contractor's budget estimates.

CONSTRUCTION ADMINISTRATION PHASE

1. Review of shop drawings, manufacturer's submitted data, and samples furnished by the contractor.
2. Furnish interpretation of the construction documents as requested by Architect to resolve construction and interference conflicts.

3. Conduct up to 3 site visits during this phase to observe and report on general compliance with the engineering design documents. After each visit, provide a written report to Architect stating observations regarding compliance with the Contract Documents.
4. Perform a final observation and prepare a checklist of deficiencies or omissions observed.
5. Review of warranties and related documents required by the Contract Documents and assembled by the Contractor.

EXCLUSIONS

The following services are excluded or subject to an additional fee:

1. Preparation of documents for multiple bid packages ~~or accommodate bid alternates.~~
2. Participation in Value Engineering meetings and/or redesigns after the Construction Documents phase has begun.
3. Computerized analysis of building operations for purposes of comparing system types, projecting system or operation cost, projecting system payback, LEED certification, or Energy Code compliance documentation.
4. Site utilities design beyond 5'-0" of the building.
5. Acoustical and or vibration analysis or design.
6. Specialty lighting design and digital renderings.
7. Lighting photometric calculations for areas designed by specialty lighting design consultant. Including but not limited to entitlement site lighting photometric calculations.
8. Street Lighting Design.
9. Solar studies including daylighting evaluation, glare studies, calculations, modeling or simulations.
10. Humidification system design.
11. Design of the following Technology Systems are excluded and are provided as an alternate service. (Refer to separate technology systems proposal)
12. Attendance at weekly project meetings during construction.
13. Load readings on existing electrical systems.
14. Commissioning of mechanical or electrical systems. This can be provided for additional fee.
15. Analysis associated with local utility demand side management, thermal storage, or other rebate programs feasibility.
16. Using CAD/Revit standards or layering strategy, project specifications or design standards other than ME Engineers in-house standards.
17. Off-site utility provider study and analysis.
- ~~18. Underdrain, perimeter drain, and other foundation drainage systems.~~
19. Work associated with Green Building Rating/Certification System Efforts. See Optional Services.

FEE PROPOSAL

The following fee(s) are scheduled for your use and are negotiable. We propose a lump sum fee with the allocations as noted below.

Schematic Design	\$17,000
Design Development	\$27,000
Construction Documents	\$44,000
Construction Admin.	\$22,000
Total	\$110,000

OPTIONAL SERVICES

The following optional services are offered for your consideration:

1. Energy Modeling for Code Compliance (for projects that are not able to comply prescriptively and/or through the envelope tradeoff options)
Create a whole-building energy model (BEM) to demonstrate energy code compliance via the 'performance path' in ASHRAE or the IECC Standards.
Additional Fee To Be Determined Once System Types and Output Criteria are Quantified

2. Commissioning for IECC 2015 Compliance

Per the 2015 IECC the project will require commissioning prior to occupancy. City of West Lake Hills requires the Commissioning Agent be identified prior to issuing a building permit. This added service scope is to serve as Commissioning Agent (CxA) for commissioning the building MEP systems in compliance with the requirements of Section C408 of the 2015 IECC. This effort will be limited to HVAC, plumbing and electrical systems as noted in the code. This does not include the Commissioning effort required for LEED Certification.
Additional Fee \$ 8,000.00

3. Smoke Control Modeling

Utilize CONTAM software for smoke control modeling and analysis. Depending on project specifics and AHJ requirements, Smoke Control Modeling will be used to establish requirements for stair pressurization, hoistway pressurization, floor exhaust and/or pressurization, and atrium exhaust. Results will then be used to design the applicable systems. Scope includes providing a Rational Analysis Report for submission to Building Department. Scope does not include Special Inspector services, which may be required by Code.

Additional Fee: TBD once project requirements are defined

FEE CONDITIONS

1. Additional Services

For any additional services not included above, a lump sum fee will be negotiated or we will be compensated on a time basis at our prevailing hourly rate schedule.

2. Reimbursables

Reimbursable expenses will be billed monthly at cost plus 10% for the following: Long-distance telephone calls; travel costs to the site, including transportation and subsistence; messenger service; express mail; printing costs (except for the normal exchange of drawings during design) for distribution of plans and electronic submittal record copies.

3. Schedule and Continuity

We understand the project will run without interruption and is scheduled for completion on or before 2025. If there are extended delays beyond our control, we would expect to negotiate with you an equitable adjustment of our compensation.

TERMS AND CONDITIONS
(See EXHIBIT "B")

If acceptable, please sign below and return a signed copy to ME Engineers for our records. This proposal, together with all attached Exhibits, will create a binding contract between the parties. We must receive a signed copy of this proposal prior to performing substantial work.

We thank you for this opportunity, and we are looking forward to working with you on this project.

Sincerely,



Tim deNagy, P.E.
Senior Electrical Associate

M-E ENGINEERS, INC.

Approved and accepted this 19TH day of August, 2022.

Brinkley Sargent Wiginton Architects

By: 

Title: SENIOR PRINCIPAL

**ME ENGINEERS
HOURLY RATE SCHEDULE – 2022**

DALLAS OFFICE

Senior Principal	\$300/hr.
Principal	\$280/hr.
Associate Principal	\$260/hr.
Sr. Associate	\$240/hr.
Associate	\$225/hr.
Senior Project Manager	\$215/hr.
Project Manager	\$190/hr.
Project Engineer	\$160/hr.
Designer	\$140/hr.
Sr. BIM Coordinator	\$130/hr.
BIM Coordinator	\$125/hr.
CAD Technician	\$115/hr.
Administrative Staff	\$110/hr.

An additional 10% cost will be charged on all reimbursable expenses such as travel, rental car, hotel, postage, overnights, long-distance telephone, printing, etc.

ME ENGINEERS' BIM PROTOCOLS

The following protocols apply to the production, use of, and limits of the electronic model used by, or created by, ME Engineers as part of the project Building Information Modeling (BIM) process and specific to the Mechanical, Electrical, Plumbing and Technology (MEPT) systems or This Part of the Project designed by ME Engineers.

The definitions, terms and limits, and descriptions herein shall supersede any contract terms and conditions relating to BIM, or, BIM Execution Plan, or similar BIM article(s), when applied to ME Engineers, included as part of the Project.

Purpose of the Model.

The electronic model is an instrument of service, intended for the production of 2-Dimensional (2D) Contract Documents via a 3-Dimensional (3D) design and coordination process. ME Engineers may choose to model those elements determined suitable for 3D coordination. However, the model will not include all elements necessary for complete MEPT systems design and installation nor will it include all elements and requirements reflected on the 2D Contract Documents, which include the Project drawings and specifications.

Expectations for Limits of Modeled Elements:

The model will be used for coordination between design team members as outlined in the Level of Development section below. At the onset of the Project, the design team will agree on the limits of modeled elements.

Generally, modeled elements will include the following:

- HVAC: Pipes greater than 3" (nominal size, not including insulation), ductwork modeled at a design level for general design intent, equipment, and diffusers, registers, grilles, and louvers.
- Plumbing: Piping greater than 3" (nominal size, not including insulation), equipment, fixtures.
- Electrical: Conduit greater than 3", light fixtures, distribution equipment and panels.

The model will generally not include the following:

- Flanges, fittings, hangers, pull boxes, seismic restraints, and other assembly data subject to the means and methods of construction.
- Thermostats, sensors, detectors, switches and other wall/ceiling devices denoted by symbol on the plans.
- Dampers and duct accessories with some exceptions at the discretion of ME Engineers.
- Valves and pipe specialties with some exceptions at the discretion of ME Engineers.
- Specific connections to equipment with some exceptions at the discretion of ME Engineers.
- Exterior pipe and duct Insulation and interior ductwork liner will not be modeled.
- Fire Protection systems other than the main piping and components used to develop the performance design
- Conduit and panels for automated control systems
- Conduit and devices for Fire Alarm systems
- Other "performance design" elements will not be modeled
- Accurate quantities suitable for estimating, construction, or cataloguing.
- Specific manufacturer information other than where ME Engineers, at its sole discretion, chooses to include such information.
- Representation or controlling criteria in regards to the sequencing of construction. Any such information presented by the model is coincidental.
- Fully coordinated systems.

Other stipulations:

- Under no conditions may the model be used for fabrication or quantity take-offs.
- If the model is forwarded to the Contractor and/or subcontractors, the Contractor and subcontractors may only use the model as a reference-only model to understand design intent.

As noted herein, the model is an instrument of service. As such, any information contained in the model is subordinate to the printed, 2D Contract Documents. In the case of any conflicts or differences, the 2D Contract Documents are the controlling documents.

Level of Development (LOD):

The following LOD descriptions shall apply to the work performed by, and model provided by, ME Engineers. These descriptions include the content requirements and associated authorized uses for each progressively detailed LOD. Each subsequent LOD builds on the previous LOD. The model content requirements apply only to those systems, components, and assemblies ME Engineers chooses to include within the model. The authorized uses noted herein constitute the only allowed uses of the model.

LOD 100

Model Content Requirements. Basic spatial requirements and system concepts used to support the development of the architectural model. Systems and components are not modeled for dimensional or location accuracy.

Authorized Uses. The model may be used to generate 2D drawings representing the design concept. The model may be used by the design team for developing concepts and coordination criteria.

Application. An LOD 100 model will apply to Concept Design and Schematic Design phases.

LOD 200:

Model Content Requirements. Model elements are modeled as generalized systems, components, or assemblies with approximate quantities, sizes, shapes, and locations and shall not be considered as "dimensionally accurate." Non-geometric information may be attached to Model Elements at the sole discretion of ME Engineers. While modeled elements are intended to support the coordination process, modeled elements shall not be considered coordinated at this LOD.

Authorized Uses. The model may be used to generate 2D drawings representing the status of the design. The model may be used by the design team to coordinate rights-of-way for major system components. The model may be used for clash detection by the design team within the limits of expectations defined herein.

Application. An LOD 200 model will apply to the Design Development phase.

LOD 300:

Model Content Requirements. Model elements are modeled as generalized systems, components, or assemblies with approximate quantities, sizes, shapes, and locations and shall not be considered as "dimensionally accurate." Non-geometric information may be attached to Model Elements at the sole discretion of ME Engineers. At this LOD and at the sole discretion of ME Engineers, specific model elements accurate in terms of size and shape may be included. These elements may or may not be imported from specific manufacturers in order to define a basis of design. Where equipment elements are shown, ME Engineers makes no representation of the accuracy of the elements since any manufactured equipment or component is subject to continual change and alternate manufacturers are typically permitted. While modeled elements are intended to support the coordination process at a more detailed level, modeled elements shall not be considered completely coordinated at this LOD.

Authorized Uses. The model may be used to generate 2D drawings representing the status of the design. The model may be used by the design team to coordinate rights-of-way for major system components, primary system components, and secondary distribution components. The model may be used for clash detection by the design team within the limits of expectations defined herein.

Application. An LOD 300 model will apply to the Contract Document phase.

LOD 400:

Model Content Requirements. Model elements are modeled as specific systems, components, or assemblies that are accurate in terms of size, shape, location, and quantity with fabrication, assembly, and detailing information. Non-geometric information may be attached to Model Elements. Where possible, elements are modeled from actual manufacturer's data to include information specific to the selected manufacturers.

Authorized Uses. The Contractor may choose to produce an LOD 400 model to generate 2D coordination drawings and/or for detailed, 3D installation coordination amongst the construction team. During this process the design model, which is not an LOD 400 model, may be used by the construction team as a reference-only document to help clarify the design intent.

Application. An LOD 400 model will apply to the Shop Drawing and Construction Coordination phases and is the responsibility of the Contractor. The Scope of Work for ME Engineers does not include an LOD 400 model.

LOD 500:

Model Content Requirements. Model elements are modeled as actual constructed (As-built) systems, components, and assemblies accurate in terms of size, shape, location, and quantity. Non-geometric information including Operation and Maintenance Data and linked submittal data is attached to Model Elements where applicable.

Authorized Uses. The model may be used for maintaining, altering, and adding to the Project, but only to the extent consistent with any license granted in other binding Agreements or Contracts or in a separate licensing agreement.

Application. An LOD 500 model will apply to the As-Built phase and is the responsibility of the Contractor. The Scope of Work for ME Engineers does not include an LOD 500 model.

Clash Detection:

It is expected clash detection will be performed by the design team to aid in design coordination. Due to the limits of available software, elements identified as "clashing" may not actually be in conflict and should not be construed as conflicts or errors on the part of the design team. If clash detection will be utilized, an agreement will be made as to what constitutes a "clash" and when resolution of clashes is required. The model is a design tool rather than an installation tool. Therefore, some clashes are expected and may be left in place where a construction resolution is available.

Insomuch as we do not have complete control over the design, selection of materials, or sequencing of construction for the Project, ME Engineers makes no representation that the model will be "clash-free" or without conflicts requiring resolution by the Contractor during the formal production of Shop Drawings and field Coordination Drawings.

Availability of Model:

The model will be made available subject to the Terms of the Prime Agreement.

Contractor's Role:

The Contractor is solely responsible for the decisions made for their use of the model. The Contractor is ultimately responsible for the complete and coordinated installation of all systems depicted on the Contract Documents, whether or not said systems are completely depicted within the model. The model, as an instrument of service, is not intended to dictate means and methods, scheduling requirements, sequencing, or exact quantities; these requirements are the sole responsibility of the Contractor.

Integrated Project Teams:

When integrated project teams, such as Design/Assist, Design/Build, Lean Design, or CM/GC, are part of the project the terms herein shall still apply. However, the project team may alter certain aspects of these terms to allow shared roles in regards to the development of the model. Any such alterations must be approved by ME Engineers and shall be implemented without additional liability to ME Engineers.

Ownership of Documents:

The model, and all documents produced by ME Engineers under this agreement shall remain the property of ME Engineers and may not be used by the Client for any other endeavor without the written consent of ME Engineers.

ME ENGINEERS' TERMS AND CONDITIONS

The following Terms and Conditions are a part of this Agreement.

ME Engineers shall perform the services outlined in this agreement for the stated fee arrangement.

Access To Site:

Unless otherwise stated, ME Engineers will have access to the site for activities necessary for the performance of the services. ME Engineers will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Dispute Resolution:

~~Any claims or disputes made during design, construction or post construction between the Client and ME Engineers shall be submitted to non-binding mediation. Client and ME Engineers agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.~~ **PER PRIME AGREEMENT-EXHIBIT A** *TRM*

Billing/Payments:

Invoices for ME Engineer's services shall be submitted, at ME Engineer's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 10 days after the client receives payment. If the invoice is not paid within 60 days, ME Engineers may, ~~without waiving any claim or right against the Client, and without liability whatsoever to the Client,~~ terminate the performance of the service. *TRM*

Late Payments:

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. ~~In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.~~ *TRM*

Indemnification:

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless ME Engineers, his or her officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of ME Engineers.

Certifications:

Guarantees and Warranties: ME Engineers shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence ME Engineers cannot ascertain.

Limitation of Liability:

~~In recognition of the relative risks, rewards and benefits of the project to both the Client and ME Engineers, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, ME Engineer's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed \$2,000,000. Such causes include, but are not limited to, ME Engineer's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.~~ **PER PRIME AGREEMENT-EXHIBIT A** *TRM*

Verification of Existing Conditions Clause:

Inasmuch as the remodeling and/or rehabilitation of an existing building requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the building, (the Client) agrees that, except for the sole negligence on the part of ME Engineers, (the Client) agrees to indemnify and hold ME Engineers harmless from any claims, liability or cost (including the costs of defense) arising or allegedly arising out of the professional services provided under this agreement.

Termination of Services:

This agreement may be terminated by the Client or ME Engineers should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay ME Engineers for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents:

~~All documents produced by ME Engineers under this agreement shall remain the property of ME Engineers and may not be used by the Client for any other endeavor without the written consent of ME Engineers.~~ *TRM*



CIVIL ENGINEERING ★ DEVELOPMENT CONSULTING ★ PROJECT MANAGEMENT

EXHIBIT J

Authorization for Professional Services

Project Name: City of West Lake Hills Police and City Hall
Project Number: 22-062-AUS
Client: Brinkley Sargent Wiginton Architects
Contact: Denny Boles
Address: 5000 Quorum Drive, Suite 600, Dallas, TX 75254
Phone: (512) 610-4700
Email: dboles@bsw-architects.com

Client hereby requests and authorizes Malone/Wheeler, Inc. to perform the following services:

Scope of Services: The Client desires to permit a government office facility for police and city hall use for City of West Lake Hills, Texas. The site is located on a 2.427-acre parcel of land out of and part of the A.L.D. Benham Survey No. 239 and the John Swesey Survey No. 506 in Travis County, Texas, and being out of and portion of Lot 35, Barton Sprints Estates, a Subdivision in the City of West Lake Hills according to the map or plat thereof recorded in Volume 3, Page 192, Plat Records of Travis County, Texas. The site location is locally known as 4010 Bee Cave Road and is approximately 450-ft west of Westlake Drive. The project is located within the Edwards Aquifer Recharge Zone. **Exhibit A** of this Authorization contains a more detailed description of the tasks to be performed by Malone/Wheeler, Inc. for this project.

Compensation: This project will be billed on both a Time and Materials (T & M) basis with estimated budgets and on a Lump Sum basis as per **Exhibit A**. T&M tasks will be billed per hourly rates found in the Billing Rate Schedule, **Exhibit B**.

If additional services are requested and authorized by CLIENT, Malone/Wheeler, Inc. will obtain written approval for the additional services prior to beginning work.

If Malone/Wheeler, Inc. becomes aware that the budget is going to be exceeded, Malone/Wheeler will stop work and notify the CLIENT prior to exceeding the budget. Written authorization from the CLIENT will be required to exceed the estimated budget.

If technical or professional services are furnished by an outside source, an additional 15% shall be added to the cost of services for Malone/Wheeler, Inc. administrative costs, unless otherwise specified. Reimbursable expenses as defined in the Provisions shall be invoiced at cost to Malone/Wheeler, Inc. plus 10% for administrative and processing costs.

Terms & Conditions: Services covered by this authorization shall be performed in accordance with the PROVISIONS and attached Exhibit(s) included with this form.

Approved by CLIENT

Authorized Signatory: 
Printed Name: DENNY BOLES
Title: SENIOR PRINCIPAL
Date: AUGUST 19, 2022

Approved for Malone/Wheeler, Inc.

By: _____
Printed Name: Lance Rosenfield, P.E.
Title: Senior Project Manager
Date: 6/8/2022

5113 Southwest Parkway, Suite 260, Austin, Texas 78735 | 201 Groveton Street, San Antonio, Texas 78210
Firm Registration No. F-786 ★ www.malonewheeler.com



PROVISIONS

CONSISTENT WITH PRIME AGREEMENT - EXHIBIT A

1. **AUTHORIZATION TO PROCEED** – Signing this form shall be construed as authorization by CLIENT for M/W, Inc. to proceed with the work, unless otherwise provided for in the authorization.

2. **REIMBURSABLE EXPENSES** – Reimbursable expenses shall be invoiced at direct cost (invoice) plus an additional amount for administrative and processing fees, unless otherwise specified, as provided in the Billing Rate Schedule. Reimbursable expenses include, but are not limited to, reproduction of documents, postage, delivery services, travel (Other than vehicle mileage), subsistence expenses, and any other disbursements, application, fees, etc., made on behalf of the CLIENT. Vehicle mileage is billed at the applicable I.R.S. rate allowed per mile. All impact permitting, expediting and review fees will be charged at cost, plus an additional amount for administrative and processing fees, unless the CLIENT is willing to pay those fees directly to the service provider.

3. **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 M/W, Inc.'s administrative costs, as provided in the Billing Rate Schedule. Acquisition of Outside Services by M/W is provided as a service to CLIENT. M/W, Inc. does not warrant nor otherwise guarantee the specific services to be provided by independent, third-party sub-consultants that may be engaged to provide Outside Services for specific tasks association with this project and Authorization Form

4. **COST ESTIMATES** – Any cost estimated provided by M/W, Inc. will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures M/W, Inc. cannot warrant that bids or ultimate construction costs will not vary from these costs estimates.

5. **PROFESSIONAL STANDARDS** – M/W, Inc. is responsible to the level of competency presently maintained by other practicing professional engineers in the same type of work in CLIENT's community, for the professional and technical soundness, accuracy, and adequacy of the engineering design, drawings, specifications, and other work and materials furnished directly by M/W, Inc. under this Authorization. M/W, Inc. makes no other warranty, expressed or implies. M/W, Inc. does not warrant the work of any third party independent sub-consultants that may be engaged to perform certain or specific tasks on this project.

6. **TERMINATION** – Either CLIENT or M/W, Inc. may terminate this authorization by giving thirty (30) days written notice to the other party. In such event CLIENT shall forthwith pay M/W, 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.

7. **ARBITRATION** – All claims, disputes, and other matters in question arising out of, or relating to, this Authorization of the breach thereof may be decided by arbitration in accordance with the rules of the American Arbitration Association then obtaining. Either CLIENT or M/W, Inc. may initiate a request for such arbitration, but consent of the other party to such procedure shall be mandatory. No arbitration arising out of, or relating to this Authorization may include, by consolidation, joinder, or in any manner, any additional party not a party to this Authorization.

8. **LEGAL EXPENSES** – In the event legal action is brought by CLIENT or M/W, 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.

9. **PAYMENT TO M/W, INC.** – Monthly invoices will be issued by M/W, Inc. for all work performed under the terms of this Agreement. Invoices are due and payable on receipt. Interest at the rate of 1% per month will be charged on all past due amount(s), unless not permitted by law, in which case interest will be charged at the highest amount permitted by law. The CLIENT agrees to pay M/W, Inc. for work performed in accordance with the terms of this contract. In the event that the services of a collection agency or attorney are required to enforce the terms of this agreement, the CLIENT agrees to pay all related costs.

10. **LIMITATION OF LIABILITY** – TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT EXPRESSLY AGREES FOR ITSELF AND ANYONE CLAIMING BY, THROUGH OR UNDER IT THAT THE LIABILITY OF M/W, INC. ITS PARENT, SUBSIDIARIES, AFFILIATES AND SUBCONTRACTORS, INCLUDING THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES SUCCESSORS AND ASSIGNS FOR ANY AND ALL CAUSES OF ACTION WHATSOEVER, INCLUDING WITHOUT LIMITATION, TORT, CONTRACT STRICT LIABILITY, INDEMNITY OR OTHERWISE, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT OR M/W, INC. PROFESSIONAL SERVICES, SHALL BE LIMITED TO THE AGGREGATE SUM, EXCLUDING AMOUNTS PAID TO THIRD PARTY RECIPIENTS, OF DELIVERABLES, ATTORNEYS' FEES AND ALL OTHER LITIGATION COSTS AND EXPENSES, IF ANY, OF FIFTY THOUSAND DOLLARS (\$50,000) OR THE TOTAL FEES PAID TO M/W, INC. BY CLIENT UNDER THIS AGREEMENT, WHICHEVER IS LESSER.

Client acknowledges that (i) without the inclusion of this limitation of liability provision, M/W, Inc. would not have

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CONSISTENT WITH
PRIME AGREEMENT-
EXHIBIT A

PROVISIONS

M/W WILL COORDINATE
WORK WITH TRAFFIC
ENGINEER. TTH

performed the Services, (ii) it has had the opportunity to negotiate the terms of this limitation of liability as part of an "arms-length" transaction, (iii) the limitation amount may differ from the amount of professional liability insurance required of M/W, Inc. under this Agreement, (iv) the limitation of liability provision is merely a limitation of, and not an exculpation from, M/W, Inc. liability and (v) it has received special consideration of ten dollars (\$10) for this limitation of liability provision and waives any and all rights to dispute the receipt and sufficiency of such consideration.

12. ADDITIONAL SERVICES – Services in addition to those specified in the Scope of Services will be provided by M/W, Inc. if authorized either orally or in writing by CLIENT. Fees for Additional Services will be established by M/W, Inc. and billed for in accordance with Item 10 above.

12. BETTERMENT – If a required item or component of the Project design is omitted from M/W construction documents, M/W shall not be responsible for paying the cost required to add such item or component, to the extent that such item or component would have been required and included in the original construction documents. In no event will M/W be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

13. SEVERABILITY – If any provision of this Agreement is deemed invalid or unenforceable, it is the intent of the Parties that this entire Agreement not be invalidated or rendered unenforceable, that the remaining provision shall be interpreted and enforced as closely as possible to the intent of the Parties, or deleted if a valid or enforceable interpretation is not possible under applicable law, and that the rights and obligations of the Parties shall be construed and enforced accordingly.

14. GOVERNING LAW – This agreement shall be governed by the laws of the State of Texas, without giving effect to its choice of law principles.

ASSUMPTIONS AND EXCLUSIONS

1. The site is appropriately zoned for the proposed use and zoning case support is not included in this scope.
2. Application fees are not included in the attached budgets.
3. Surveying or easement preparation is not included in the attached scope or fee.
4. Reimbursable expenses are not included in the above fee description. Reimbursable expenses such as mileage, copies, fee payments etc. shall include a 10% processing fee.

5. Structural or site retaining walls over 3' in height are not included.

6. Client shall contract directly with a traffic engineer if a Traffic Impact Analysis (TIA) is to be required by City of West Lake Hills or TXDOT. TIA support is not included herein. Street or roadway mitigation measures or rough proportionality associated with the project are unknown at the time of this proposal and are not included.

7. Traffic Controls Plans will not be required for permitting and should such plans be necessary during construction the Client's Contractor shall have the plans prepared.

8. Traffic signal design, permit application, and processing is not included.

9. We have assumed that the architect or project owner will provide a schematic site plan which generally meets the requirements of the City of West Lake Hills.

10. Fire suppression tank design is not included in this scope.

11. Septic field and disposal design is not included in this scope.

12. Water well design and support is not included in this scope.

13. Demolition permitting will be conducted by Client architect or contractor and is not included in this scope.

14. We have assumed that Texas Architectural Barriers Project Registration (TABPR) project submittal (to Texas Department of Licensing and Registration, TDLR) and registration will be completed by the architect and will include the Site Development construction documents and License Agreement described above. The TABPR review comments will be provided to Malone/Wheeler, Inc. in a timely manner so that adjustments to the plans may be made accordingly.

15. Design, profiling, and permitting of an underground dry utility duct bank is specifically excluded in this scope of services and should be performed by a third-party dry utility consultant if necessary or through a combination of a third-party consultant and a contract amendment with Malone/Wheeler, Inc.

16. We have assumed that off-site improvements are not required. In the event that off-site improvements are necessary as part of this project, we reserve the right to request additional fees should it be determined during the preliminary



PROVISIONS

engineering phase that offsite improvements are necessary.

17. We have assumed that no variance requests, warrants, or waivers are required. Should a variance or waiver be necessary, we reserve the right to prepare an amendment to this agreement for your approval for the additional services should they become excessive in nature.
18. The demolition permit scope may require lead and asbestos surveys in accordance with Texas Department of Health (TDH) regulations. We have not included preparation of these TDH surveys in our scope and have assumed that if they are required, they will be contracted directly by the project owner. Additionally, we have assumed that the existing structures on site will not be deemed historic in nature.
19. We have assumed that this project will not encounter opposition from City, County, or State review agencies, neighborhood groups, environmental groups, etc. which would require a public hearing or meetings with neighborhood groups or associations.
20. Client shall contract directly with a landscape architect to provide the required ordinance compliant landscape plan.
21. A Geotechnical Engineering Report will be provided by the Client.
22. Client's electrical engineer will be the point of contact to the electricity provider for the project.
23. Wastewater lift station and/or grinder pump design is not included unless otherwise stated in the scope of services.
24. Parkland dedication is not included.
25. We assume that no off-site storm run-off will be detained on the subject site.
26. Offsite improvements will not be required unless specifically identified in this proposal.
27. Public roadway intersection analysis and design, including, but not limited to, vehicle, pedestrian or multi-modal movement is not included in this scope.
28. The scope of this proposal is for a site plan within the site boundary shown on the ALTA provided by Landmark Surveying, dated 5-20-2022.
29. We assume that record information for existing wet and dry utilities and public infrastructure will be readily available on-line or through written requests to the record holders. Prolonged research efforts are not included in this scope.
30. The site is within Zone X, area of minimal flood hazard, per FEMA panel 48453C0445K dated 1/22/2020.



EXHIBIT A - Scope of Work & Compensation

Project Name: City of West Lake Hills Police Station and City Hall

6/8/2022

Task No.	Title	General Description of Work	Budget	Fee Basis
1	Meetings/Coordination	Malone/Wheeler will attend coordination meetings and calls with CLIENT, design team, utility providers, City, Fire Department, TXDOT, etc. as needed and approved by the CLIENT. We will provide engineering assistance and consulting as requested. This includes, but is not limited to, regular project meetings, client support for coordination with title, co-consultants, financial partners, internal coordination needs, contractor coordination, public agency coordination, etc. We assume 55-hours for this scope.	\$ 10,000.00	Hourly Not To Exceed (HNTE)
2	Engineering Due Diligence - On Site	Malone/Wheeler will conduct engineering due diligence for the proposed site. This effort includes research of existing utility infrastructure and capacity determinations for water and wastewater based on site demands, review of geotechnical report and requirements for zoning, parking, site fire, drainage, water quality, trees, and development code review. This scope is based on 55-hours of Malone/Wheeler effort.	\$ 10,000.00	Hourly Not To Exceed (HNTE)
3	Drainage Analysis	The subject site sits over two watersheds: Eanes Creek and Little Bee Creek. Malone/Wheeler will conduct an on-site and off-site drainage and stormwater conveyance study as required for the subdivision and site plan applications. The drainage study will encompass the preparation of an electronic drainage model and a report of findings which will be prepared according to the applicable jurisdictional requirements and may be used as a resource for the subsequent development permit application(s). The drainage study will help define and locate the detention and water quality basins as well as the route and method(s) of conveyance for stormwater discharge from the proposed site. Modeling of off-site storm infrastructure is not included.	\$ 20,000.00	Lump Sum
4	Driveway/Intersection Study and Concept Design	The subject site is oriented such that the southwest corner of the site aligns with Camp Craft Road. The intersection of Camp Craft Road and Bee Cave Road (RM 2244) is fully signalized. Malone/Wheeler will work with Client's transportation engineer, TXDOT, and City staff to study driveway placement alternatives related to driveway standards, site circulation, and existing roads and infrastructure. This scope also includes three base exhibits in CAD and PDF. Traffic analysis and signal design is not included.	\$ 15,000.00	Hourly Not To Exceed (HNTE)
5	PRV Relocation Study and Prelim Design	According to field observation, survey, and WCID 10 record drawings, an existing 16" pressure reducing valve (PRV), concrete vault, and appurtenances is located in the right of way near the southwest corner of the subject site. In conjunction with scope item 4, Malone/Wheeler will work with the City and WCID 10 as needed to determine if relocating the PRV and vault is feasible, as deemed necessary for the potential driveway alignment. This scope includes preliminary plan and profile design exhibits for one alternative relocation.	\$ 20,000.00	Hourly Not To Exceed (HNTE)
6	PRV Relocation Plans	As directed by the City, Malone/Wheeler will design and prepare construction plans for the relocation of the 16" PRV, concrete vault, and appurtenances, and process submittals and approvals for construction permit.	\$ 25,000.00	Lump Sum

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7	Subdivision Final Plat Preparation	The applicable subdivision ordinance and the owner's project objectives require that a final subdivision plat be submitted and accepted as a part of the development process for this project. Malone/Wheeler will coordinate with Client's surveyor to prepare the final subdivision plat application for this project. The final plat will meet the applicable subdivision ordinance requirements. Utilizing the final plat documents furnished by Client's surveyor, we will prepare the Engineer's Report, application forms, utility service information, and assemble other information for submittal with the final plat applications. We will submit the final plat applications to the City of West Lake Hills for review and comment.	\$ 17,500.00	Lump Sum
8	Subdivision Final Plat Processing	The Final Plat shall be submitted through the City of West Lake Hills for processing and approval. Approval of the subdivision application is expected to be on consent with Council with signatures and recordation with the Travis County Clerk's office. Malone/Wheeler will compile and submit the application material, coordinate signatures and fees (provided by Client), and the recordation of the final plat. Through coordination with the City staff, we will advise you of any fees due, letters of credit, subdivision construction agreements, restrictive covenants, etc., which must be posted, prepared and/or submitted. We will prepare opinions of probable costs, if needed, for these items. We will coordinate with your attorneys and City staff to address comments and pursue approval of the subdivision plat application. As part of the approval process for the Final Subdivision Plat, this application may require approval from Zoning and Platting Commission; Malone/Wheeler will represent the property owner at the public hearing. We will assist the review staff in recording of the Final Subdivision Plat document in the Official County Public Records.	\$ 11,500.00	Hourly Not To Exceed (HNTE)
9	Site Plan Preliminary Engineering	The project will consist of a city government building, surface parking, landscaping, sidewalks, utilities, one driveway, and water quality and detention facilities. Malone/Wheeler will use the surveyor's 3D base CAD model of the existing conditions and work with the project team to generate a code compliant site plan model. We will design a 3D CAD model of the grading, ADA paths and parking, parking lot design, driveway and sidewalk design, building and landscape interface design, drainage, water quality, on-site storm pipe network, and on-site private water and wastewater pipe networks. We will size a fire water line and domestic water meter per City requirements. A water tap and wastewater connection is assumed to be made to the existing mains in Bee Cave Road. A direct connection to the existing public storm system in Bee Cave Road is assumed without improvements to the public system. This scope includes up to one minor site plan change by the owner or architect.	\$ 45,000.00	Hourly Not To Exceed (HNTE)
10	Site Plan Preparation	Malone/Wheeler, Inc. will prepare civil construction drawings for the site plan. Work will include a cover sheet, site plan and dimensional control plan, tree protection plan, private/onsite water design, private/onsite wastewater collection plan, private/onsite storm sewer plan, water quality ponds and calculations, detention pond plan and calculations, grading plan, erosion and sedimentation control plan, standard details, general notes, an engineer's report, and required application material.	\$ 35,000.00	Lump Sum

11	Site Plan Processing	Malone/Wheeler will prepare the site plan application package and submit to the City of West Lake Hills for review. We will respond to agency comments and endeavor to obtain approval of the Site Development Plan. This scope and budget assumes that minor changes may be needed to the plans, however if changes become significant or extensive, additional fee may be requested. Upon staff approval, the site plan will be presented to City Council and Malone/Wheeler will represent the Client and project at the public hearing. We will coordinate final fees, signatures, and process final documents on behalf of the Client and obtain the site development permit.	\$ 35,000.00	Hourly Not To Exceed (HNTE)
12	Trees and Vegetation Support	As requested by the Client, Malone/Wheeler will provide support services to the Client's landscape architect and other consultants for compliance with Trees and Vegetation code requirements.	\$ 5,000.00	Hourly Not To Exceed (HNTE)
13	TCEQ - WPAP & SCS	Malone/Wheeler Inc. shall prepare a Water Pollution Abatement Plan (WPAP) and Sewage Collection System (SCS) in accordance with TCEQ requirements. This task includes preparation of WPAP and SCS application, forms, calculations, and exhibits for submittal to TCEQ. Malone/Wheeler Inc. shall attend a submittal meeting with TCEQ and address comments received from TCEQ to endeavor to obtain approval of the plans. Comments are usually minimal and addressed informally. Should comments be extensive, additional fee may be requested. CLIENT shall provide fees for the submittal of the WPAP and SCS plans.	\$ 12,500.00	Lump Sum
14	TXDOT Driveway Permit	Bee Cave Road is a TXDOT road (FM 2244). Malone/Wheeler will prepare and process a driveway permit applications for this project, including driveway design, drainage analysis and design, and materials specifications.	\$ 4,500.00	Hourly Not To Exceed (HNTE)
15	Dry Utility Coordination	While Malone/Wheeler, Inc. will not design the dry utility systems that will serve the site, the proposed dry utilities must be coordinated with the local service jurisdictions to ensure that proper alignment and separation distances are available. If this design is not properly coordinated during the site development permit process, it could require redesigns that may result in project delays or cost adjustments. As part of this task, we will prepare dry utility coordination plans that will show the assignment of the utilities on site, the location of the required transformers and pull boxes required by the utility and set up meetings with service providers to ensure the proposed designs meet their requirements. We assume all loading requirements for gas and electric will be provided by the Client. We assume no responsibility for the design created by the franchise utility companies or for the construction of their facilities in accordance with their plans. a. Malone/Wheeler, Inc. will work with your MEP engineer as well as Austin Energy to locate required electric lines, manholes, and transformers in order to service the buildings on site. The locations of these utilities are not normally required for permit and might be provided post receipt of the site development permit. b. We will coordinate with your low voltage designers and local third-party providers to depict provided low voltage designs in the utility plans in order to ensure proper coordination prior to construction and for pricing purposes. The locations of these utilities are not normally required for permit and might be provided post receipt of the site development permit.	\$ 4,500.00	Hourly Not To Exceed (HNTE)

16	Legal Document Support	Malone/Wheeler will coordinate with the Client's surveyor, the City, and Travis County. We will forward the field notes and boilerplate documents to you for your review and original notarized signatures and assist you in obtaining agency approval and recording of the signed instrument with the County Clerk's office. Survey and filing fees are not included.	\$ 5,000.00	Hourly Not To Exceed (HNTE)
17	Construction Phase Services	Malone/Wheeler, Inc. will provide limited construction phase services to the CLIENT during construction which includes submittal review, response to RFIs and attendance of monthly meetings. Please note this task does not include field inspection or regular site visits. This scope includes 82-hours.	\$ 15,000.00	Hourly Not To Exceed (HNTE)
18	Project Closeout, Concurrence Letter and Record Drawings	Malone/Wheeler, Inc. will provide limited construction phase services to the CLIENT during construction which includes submittal review, response to RFIs and attendance of monthly meetings. Please note this task does not include field inspection or regular site visits.	\$ 8,500.00	Hourly Not To Exceed (HNTE)
Total			\$ 299,000.00	

Note: The cost basis of Hourly Not to Exceed (HNTE) is intended to provide fee guidance based on information available at the time of this proposal. Malone/Wheeler will not provide professional service hours beyond the fee amount shown herein without prior approval from the Client to bill such additional hours.



EXHIBIT B
STANDARD RATE SCHEDULE

CLASSIFICATION	HOURLY RATE
Project Principal	\$275
Senior Project Manager	\$235
Project Manager	\$195
Assistant Project Manager	\$175
Senior Project Engineer	\$185
Project Engineer	\$155
Senior Designer	\$155
Senior CAD Design Technician	\$130
CAD Design Technician	\$120
Drafter 3	\$110
Drafter 2	\$105
Drafter 1	\$95
EIT 3 / Graduate Engineer 3	\$135
EIT 2 / Graduate Engineer 2	\$125
EIT 1 / Graduate Engineer 1	\$105
Project Administration Manager	\$120
Project Administrator	\$80

Reimbursables Expenses

Reimbursable expenses as defined in the Provisions shall be invoiced at cost to Malone/Wheeler, Inc. ~~plus 10% for administrative and processing costs.~~ Vehicle mileage is billed at the applicable I.R.S. rate allowed per mile. TMM

~~Sub Consultant Services / Outside Services~~

TMM ~~If technical or professional services are furnished by an outside source, an additional 15% shall be added to the cost of services for Malone/Wheeler, Inc. administrative and processing costs, unless otherwise specified.~~

Note: Rates subject to change January 1st of each year.





May 26, 2022

Denny Boles
Brinkley Sargent Wiginton Architects
1005 E St Elmo Rd. Bldg 8
Austin, Texas
78745

EXHIBIT K

**RE: West Lake Hills (COWLH)
City Hall/Police Station
West Lake Hills, Texas**

Dear Mr. Boles:

It is our pleasure to submit the following landscape architectural design proposal for the above referenced project.

ITEM 1: SCOPE OF WORK

Coleman & Associates shall work closely with BSW Architects, the COWLH, and the other team consultants to develop the site plan with a focus upon tree and existing native plant preservation, stormwater management coordination with civil, pedestrian connectivity, an outdoor space for family and visitor gatherings (1), and overall landscape improvements

Our services will also include producing a COWLH permitting drawings in coordination with the site development submittal and approval.

ITEM 2: CONCEPT & PERMITTING

Coleman & Associates will work closely with the BSW, COWLH in the preparation of City of West Lake Hills permitting plans and development of the landscape program. This will include:

- Kick-off meeting to discuss the project expectations and general character of the project.
- Perform a site visit to verify existing conditions provided on the survey with a focus on existing trees.
- Preliminary coordination with civil engineer on stormwater management requirements and green infrastructure locations (LID)
- Prepare City of West Lake Hills code compliant plans for tree preservation/mitigation and landscape requirements.
- Develop and present an overall landscape design concept with options and revisions based upon feedback
- Discuss maintenance, operations, and feasibility of concept.
- Schematic design shall be complete upon the delivery of one (1) labeled illustrative site plan
- Fee includes attendance and/or presentation to one (1) City of Westlake Hills public meeting.

ITEM 3: DESIGN DEVELOPMENT

Coleman & Associates will further develop the landscape & hardscape design. This will include:

- Develop a refined landscape plan with proposed plant selection.
- Preliminary irrigation sleeve and mainline layout, coordination with project design team regarding irrigation system point of connection, meter, and controller location.
- Finalize pedestrian hardscape design and identify proposed paving materials selection.

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- Develop site furnishing plan with proposed furniture selections.
- Development of draft specifications for the landscape project scope

ITEM 4: CONSTRUCTION DOCUMENTS

Construction Documents shall include:

- Prepare a pedestrian hardscape layout plan, identifying all proposed improvements.
- Prepare irrigation plans and installation details – design will be from point-of-connection (no harvesting included in this proposal)
- Prepare landscape plan, planting details and plant schedules.
- Prepare a site furnishing plan.
- Prepare construction specifications for landscape portion of work.
- Provide final Construction Drawing and specification package following revisions.

ITEM 5: CONSTRUCTION OBSERVATION

- Attend one (1) pre-construction meeting.
- Attend four (4) site visits to review and undertake periodic observation of the work in progress for conformance with Construction Documents. Field notes shall be distributed. Additional site visits shall be provided as an additional service, at the rates below, with prior approval from Owner.
- Respond to RFI's and prepare ASI documentation in a timely fashion.
- Review submittals, shop drawings, samples, product data, and other contractor/vendor submitted documents as listed within the Drawings and Specifications and make recommendations, as necessary.
- Conduct punch walks to evaluate the completed work, and to determine acceptance or non-acceptance based on conformity with the design intent expressed in the Construction Documents.

ITEM 6: FEE SUMMARY

Concept / Permitting	\$ 9,000.00
Design Development	\$ 5,500.00
Construction Documents	\$ 14,000.00
Construction Observation	\$ 7,000.00

Total Fee \$ 35,500.00

ITEM 7: GENERAL

1. Additional work that is unanticipated due to authorized changes either due to change of scope, work required in response to programmatic or significant budget changes, changes after final City submittal (after clearance of all landscape related comments), and work that would require resubmittal due to issues out of our control will be billed at the hourly rates listed below or as an additional lump sum fee to be negotiated. BSW will be notified if items requested are outside the agreed scope of services or if scope, timeline, and/or budgets, etc. have been modified necessitating additional services.
2. Reimbursable fees are included in the fees above.
3. Hourly rates for additional services:

Partner Landscape Architect	\$ 160.00	Landscape Designer II	\$ 95.00
Principal Landscape Architect	\$ 130.00	Landscape Designer I	\$ 85.00
PM Landscape Architect	\$ 115.00	CADD Draftsman	\$ 75.00
Landscape Designer III	\$ 105.00	Graphics/Administrative	\$ 75.00

ITEM 8: EXCLUSIONS

The fees herein do not include the following services, but fees for these items are available upon request:

1. Construction Documentation of fountain/water feature is excluded. If a water feature is desired Coleman & Associates will work with the Owner and Owner's Representative to design a water feature to a design development level and will work with a third party provider to supply

design/build documents for bidding and construction purposes. There will be no fee by the third party to supply documents if they are allowed to bid the project.

2. Construction Documentation of arbors or other overhead structures is excluded. If an arbor or overhead structure is desired it will be designed by Coleman & Associates to a design development level and Coleman & Associates will work with a third party provider to supply design/build documents for bidding and construction purposes. There will be no fee by the third party to supply documents if they are allowed to bid the project.
3. Structural design of walls greater than 36" in height is excluded.
4. Site lighting design is excluded; coordination with site lighting designer is included.
5. Design of signage is excluded, but can be provided for an optional fee if desired.
6. This proposal assumes there is one (1) bid package and one (1) set of construction documents, phasing of the project is excluded.
7. Design of rainwater and/or condensate collection for irrigation is excluded but can be provided for an additional fee if desired.
8. ~~Fine grading and drainage are excluded.~~ **PROVIDE GRADING AND DRAINAGE AT SCOPE OF WORK AS NECESSARY.**
9. Coleman & Associates shall not be responsible for submitting plans to TAS for review and approval.
10. One-year Warranty Inspection is excluded.
11. Reirrigation system for water quality purposes is excluded.

ITEM 9: ACCEPTANCE

I, as Owner or Owner's representative, hereby acknowledge that I have read the items covered in the preceding proposal and agree to retain the services of Coleman & Associates as described in the terms and conditions herein.

Signature: _____

Name: Aan Garrett-Coleman

Company: Coleman & Associates, Inc.

Date: May 26, 2022

Signature: _____

Name: DENNY BOLES

Company: PRINGLEY SARGENT WILKINSON ARCHITECTS

Date: August 19, 2022

Project #: TPO

The Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, TX, telephone (512) 305-9000, has jurisdiction over individuals licensed under the Architects Registration Law, Article 249.a, and the Landscape Architects Registration Law, Article 249.c, Vernon's Texas Civil Statutes.

May 23, 2022

Mr. Denny Boles
5000 Quorum, Suite 600
Dallas, TX 75254

RE: West Lake City Hall + Police

Dear Denny:

We are pleased to submit this proposal to Brinkley Sargent Wiginton Architects ("Architect") for technology consulting services for the new West Lake City Hall and Police Building. We propose the following services for your consideration:

PROJECT DESCRIPTION

The project is a new building to be constructed for the City of West Lake, TX and will have a total construction budget of approximately \$9.57MM. The facility is a total of ~18,000 SF consisting of council chambers, City Hall staff, Police staff, property, evidence and related spaces.

I. SCOPE AND DESCRIPTION:

A. Scope of Work

The technology systems scope shall include the following work:

1. Communications Infrastructure:

- a) Planning and layout design of communications rooms including Telecommunications Service Entrance Facility (TEF), Main Communications Room (MC/MDF), and Intermediate Communication Distribution Rooms (IC/IDFs).
- b) MEP Support Systems: Assist in coordinating environmental air requirements, electrical distribution requirements, and fire suppression systems for communication rooms. Additionally, assist in coordinating power receptacle at communication device locations.
- c) Raceway Infrastructure: Design and specification of communications systems backbone and horizontal raceway infrastructure. Components include sleeves, conduit, back-boxes, junction boxes, enclosures, ladder rack, cable tray, and j-hooks.
- d) Telecommunications Ground System: Design and specification of a dedicated telecommunications grounding system including ground bus, bonding backbone cable and supporting raceways.
- e) Building Backbone Communications Infrastructure: Design and specification of backbone infrastructure including cable and

terminations. Infrastructure typically consists of multi-mode and single-mode fiber optic media, and Category 3 copper media routed between the main communications room and intermediate communications rooms/closets.

- f) Building Horizontal Communications Infrastructure: Design and specification of horizontal infrastructure including cable and terminations. Infrastructure typically consists of Category 6 and/or Category 6A UTP copper media.
- g) Building Horizontal CATV Infrastructure: Design and specification of horizontal infrastructure including cable and terminations. Infrastructure typically consists of RG-6 or RG-11 coax media.
- h) Communications Hardware: Design and specification of passive hardware components such as equipment cabinets / racks, plywood backboard, cable managers, patch cord managers, d-rings, etc. within communications rooms
- i) Outside Plant Communications Backbone Infrastructure: Design, specifications, and coordination of any outside plant (OSP) infrastructure for site requirements, adjacent buildings, and/or campus arrangements. Infrastructure typically includes raceway, manholes, hand-holes, pull-boxes, Category 3 cables, multi-mode and/or single-mode fiber optic cables, terminals, copper protectors, etc. Actual documentation can either be coordinated with Civil Engineer and/or shown by M-E Engineers, Inc.
- j) Service Provider Utilities: Design, specification, and coordination of service provider raceway infrastructure from property line to demarcation point within building. Please note that all cable and associated terminations shall be specified and provided by the Telecommunications Service Provider. Actual documentation can either be coordinated with Civil Engineer or shown by M-E Engineers, Inc.

2. Distributed Antenna System (DAS):

- a) Produce performance-based specification for cellular and 2-way radio distributed antenna system (DAS) to repeat and amplify wireless signals within building. Performance specification will be issued as part of a base building RFP to obtain bids and award the DAS technical RF design and install to a wireless manufacturer and/or provider. All raceway and MEP requirements will be coordinated with the selected wireless vendor. Additionally, final DAS design (including cable routing, placement of antennas and other equipment, etc.) will be coordinated with selected vendor to ensure final design is fully properly integrated into the building design and function.

3. Audio Video Systems

- a) Infrastructure: Design and specification of AV system infrastructure including conduit, floor box and poke-thru devices, junction boxes, enclosures, specialized back boxes and device detail drawings.
- b) Hardware: Design and specification of audio video systems required hardware components including equipment cabinets and racks, projector and video flat panel mounts, motorized lifts, etc.
- c) Head-end Equipment: Specifications, equipment lists, equipment layouts on plan drawings, system one-line flow diagrams for audio, video and control systems showing their interconnectivity. Equipment shall include video conferencing (if required), audio and video amplification and distribution equipment, digital signal processors (DSP), ATSC tuners, CODECs, video scalars, signal converters, audio and video source equipment, control system CPUs, touch panel controllers, program and ceiling loudspeakers, assistive listening system (per ADA), projection screens and HD projectors, professional video flat panel displays, AC power sequencers, etc.

4. Security System:

- a) Electronic Access Control System: Design of employee access control components including head-end monitoring equipment, system controllers, card readers, keypads, remote door release buttons, request-to-exit functions, and ADA door operator button interfaces. This design includes coordination with door hardware designer to ensure proper system interface, control, and power is provided based on each door hardware and/or lock type.
- b) Intrusion Detection System: Design of intrusion detection components including head -end monitoring equipment, system controllers, door status monitors, motion sensors, duress buttons, and glass break sensors.
- c) Video Surveillance System (CCTV): Design of video surveillance system components including video cameras, video directory servers, network video recorders and/or storage devices, multiplexers / switchers, video monitors, camera controllers, and computer workstations.
- d) Central Monitoring Station: Design of a central security monitoring station including computer workstations, video displays, event call-up video displays, multiplexers, video matrixes, and camera controller joystick / keypads.

5. Acoustical Design:

- a) HVAC System Noise and Vibration Control: Provide design guidelines, details, and specifications for noise and vibration control measures. This includes review of all wall, ceiling, and floor types relative to the building HVAC system. Up to two acoustical analyses will be performed for each area within the building with a formal report summary provided.

B. Scope of Services:

Provide technology systems engineering services including the design of communications infrastructure, audio visual, and security systems. The design process will ensure the system meets the Owner's requirements and complies with Building Industry Consulting Services International (BiCSi) and EIA/TIA standards. A BiCSi Registered Communications Distribution Designer (RCDD) will supervise the design.

Audio Video Systems will be designed with the Owner's requirements at the forefront while implementing industry best practice design criteria as a basis of design. Where similar spaces exist, i.e. duplicates, it will be assumed that the same design will be used of each space.

The following services have been included in our scope of work:

1. Project Meetings: ME to attend (3-4) project meetings in West Lake, TX and/or Dallas during the design phase with the Owner, Architect and Contractor.
2. Design Development:
 - a) Review and meet with Owner and Architect.
 - b) Initiate coordination of system requirements with Architect and other project team members.
 - c) Prepare drawings with information such as symbol legends, one-line diagrams, area floor plans with equipment layouts, device details, and enlarged room plans and elevations with equipment layouts.
 - d) Prepare specifications of systems.
 - e) Make corrections to drawings and/or specifications as required by plan check to obtain an approved building permit and meet Owner's requirements.
3. Construction Documents:
 - a) Finalize coordination of system requirements with Architect and other project team members.
 - b) Finalize drawings with information such as symbol legends, one-line diagrams, area floor plans with equipment layouts, device details, and enlarged room plans and elevations with equipment layouts.
 - c) Finalize specifications of systems.
 - d) Make corrections to drawings and/or specifications as required by plan check to obtain an approved building permit and meet Owner's requirements.

4. Bidding and Negotiation:
 - a) Make recommendations to the Client and Owner regarding the bids or proposal received.
 - b) Answer questions referred by the Client and assist in the preparation of addenda deemed necessary by the Client.
5. Construction Administration:
 - a) Review product data submittals.
 - b) Review shop drawings.
 - c) Answer questions during construction phase.
 - d) Provide (1) intermediate site observations with written report at relevant stage of construction.
 - e) Provide (1) final site observation upon construction completion including punch with final observation or punch-list report.

II. EXCLUSIONS:

The following services are excluded or subject to an additional fee:

- A. Specialty Acoustics: Design, specification, coordination, documentation, and commissioning of any room acoustics design (for courtrooms, etc.) or interior sound insulation design (courtrooms and ancillary areas). ***(Note: HVAC acoustics review is included as an alternate fee to be accepted if scope is necessary.)***
- B. Project Meetings: Provisions for attendance at weekly project meetings during construction phase.
- C. On-Site Engineer: Provisions required for a full-time on-site engineer.
- D. Installation: Materials, installation, and testing of any system components.
- E. CAD Standards: Provisions for standards or layering strategy other than M-E Engineers, Inc. standards.
- F. Commissioning: Provisions for commissioning and certification of any system.
- G. Other: Design, specification, coordination, documentation, and commissioning of any other low voltage special systems not mentioned above i.e. Building Management System, etc. This includes all raceway infrastructure, cable, terminals, and other associated equipment, etc.

III. FEE PROPOSAL:

- A. Services Fee: Lump sum amount of **\$58,000** plus reimbursable expenses as noted in Section IV. - Terms and Conditions.

Schematic Design:	\$8,700
Design Development:	\$17,400
Construction Documents:	\$20,300
Construction Administration:	\$11,600
Total:	\$58,000

- B. ~~Additional Services:~~

1. Acoustical Design (HVAC): \$14,000

- a) HVAC System Noise and Vibration Control: Provide design guidelines, details, and specifications for noise and vibration control measures. This includes review of all wall, ceiling, and floor types relative to the building HVAC system. Up to two acoustical analyses will be performed for each area within the building.

Handwritten:
\$58,000
\$14,000
\$72,000 *MB*

IV. TERMS AND CONDITIONS:

- A. Reimbursable Expenses:

Reimbursable expenses will be billed monthly at cost for the following: Travel costs in connection with the project, including transportation and subsistence; messenger service; express mail; printing costs except for the normal exchange during project.

- B. Schedule and Continuity:

Fees are based on the assumption that the project will run without interruption and is scheduled for completion on or before the currently scheduled date. If there are extended delays beyond our control, we would expect to negotiate with you for an equitable adjustment of our compensation.

- C. Contract Execution:

The Client may execute an AIA standard contract with M-E Engineers, Inc., upon acceptance of this proposal. This proposal, along with any other approved letters outlining our scope of work, will be an appendix to the contract. All contracts shall be subject to review by M-E Engineers' legal representative prior to contractual binding of services and fees.

- D. Approval:

We must receive a signed copy of this proposal prior to performing substantial work.

- E. Additional Terms and Conditions:

Refer to attached document Exhibit-A for additional requirements.

Please sign this letter and return a copy to us for our files. We are looking forward to working with you on this exciting project. In the event you have any questions or require any additional information, please contact me.

Sincerely,

M-E Engineers, Inc.
Denver Office



Kevin Devore, RCDD
Principal
Technology Design Group

Approved and accepted this 19th day of August, 2022

Organization: BRINKLEY SARGENT WILKINSON ARCHITECTS

By: Denny Boles Title: SENIOR PRINCIPAL

Cc: Chris Jones-ME/Denver
Austin Simmons-ME/Denver
Mike Hart-ME/Denver

**ME ENGINEERS, INC.
HOURLY RATE SCHEDULE – 2022**

Senior Principal	\$300/hr
Principal	\$280/hr
Associate Principal	\$260/hr
Sr. Associate	\$240/hr
Associate	\$225/hr
Senior Project Manager	\$215/hr
Project Manager	\$190/hr
Project Engineer	\$160/hr
Designer	\$140/hr
Sr. BIM Coordinator	\$130/hr
BIM Coordinator	\$125/hr
CAD Technician	\$115/hr
Administrative Staff	\$110/hr

ME ENGINEERS' BIM PROTOCOLS

The following protocols apply to the production, use of, and limits of the electronic model used by, or created by, ME Engineers as part of the project Building Information Modeling (BIM) process and specific to the Mechanical, Electrical, Plumbing and Technology (MEPT) systems or This Part of the Project designed by ME Engineers, Inc.

The definitions, terms and limits, and descriptions herein shall supersede any contract terms and conditions relating to BIM, or, BIM Execution Plan, or similar BIM article(s), when applied to ME Engineers, Inc., included as part of the Project.

Purpose of the Model:

The electronic model is an instrument of service, intended for the production of 2-Dimensional (2D) Contract Documents via a 3-Dimensional (3D) design and coordination process. ME Engineers may choose to model those elements determined suitable for 3D coordination. However, the model will not include all elements necessary for complete MEPT systems design and installation nor will it include all elements and requirements reflected on the 2D Contract Documents, which include the Project drawings and specifications.

Expectations for Limits of Modeled Elements:

The model will be used for coordination between design team members as outlined in the Level of Development section below. At the onset of the Project, the design team will agree on the limits of modeled elements.

Generally, modeled elements will include the following:

- HVAC: Pipes greater than 3" (nominal size, not including insulation), ductwork modeled at a design level for general design intent, equipment, and diffusers, registers, grilles, and louvers.
- Plumbing: Piping greater than 3" (nominal size, not including insulation), equipment, fixtures.
- Electrical: Conduit greater than 3", light fixtures, distribution equipment and panels.

The model will generally not include the following:

- Flanges, fittings, hangers, pull boxes, seismic restraints, and other assembly data subject to the means and methods of construction.
- Thermostats, sensors, detectors, switches and other wall/ceiling devices denoted by symbol on the plans.
- Dampers and duct accessories with some exceptions at the discretion of ME Engineers.
- Valves and pipe specialties with some exceptions at the discretion of ME Engineers.
- Specific connections to equipment with some exceptions at the discretion of ME Engineers.
- Exterior pipe and duct insulation and interior ductwork liner will not be modeled.
- Fire Protection systems other than the main piping and components used to develop the performance design
- Conduit and panels for automated control systems
- Conduit and devices for Fire Alarm systems
- Other "performance design" elements will not be modeled
- Accurate quantities suitable for estimating, construction, or cataloging.
- Specific manufacturer information other than where ME Engineers, Inc., at its sole discretion, chooses to include such information.
- Representation or controlling criteria in regards to the sequencing of construction. Any such information presented by the model is coincidental.
- Fully coordinated systems.

Other stipulations:

- Under no conditions may the model be used for fabrication or quantity take-offs.
- If the model is forwarded to the Contractor and/or subcontractors, the Contractor and subcontractors may only use the model as a reference-only model to understand design intent.

As noted herein, the model is an instrument of service. As such, any information contained in the model is subordinate to the printed, 2D Contract Documents. In the case of any conflicts or differences, the 2D Contract Documents are the controlling documents.

Level of Development (LOD):

The following LOD descriptions shall apply to the work performed by, and model provided by, ME Engineers, Inc. These descriptions include the content requirements and associated authorized uses for each progressively detailed LOD. Each subsequent LOD builds on the previous LOD. The model content requirements apply only to those systems, components, and assemblies ME Engineers chooses to include within the model. The authorized uses noted herein constitute the only allowed uses of the model.

LOD 100

Model Content Requirements. Basic spatial requirements and system concepts used to support the development of the architectural model. Systems and components are not modeled for dimensional or location accuracy.

Authorized Uses. The model may be used to generate 2D drawings representing the design concept. The model may be used by the design team for developing concepts and coordination criteria.

Application. An LOD 100 model will apply to Concept Design and Schematic Design phases.

LOD 200:

Model Content Requirements. Model elements are modeled as generalized systems, components, or assemblies with approximate quantities, sizes, shapes, and locations and shall not be considered as "dimensionally accurate." Non-geometric information may be attached

to Model Elements at the sole discretion of ME Engineers, Inc. While modeled elements are intended to support the coordination process, modeled elements shall not be considered coordinated at this LOD.

Authorized Uses. The model may be used to generate 2D drawings representing the status of the design. The model may be used by the design team to coordinate rights-of-way for major system components. The model may be used for clash detection by the design team within the limits of expectations defined herein.

Application. An LOD 200 model will apply to the Design Development phase.

LOD 300:

Model Content Requirements. Model elements are modeled as generalized systems, components, or assemblies with approximate quantities, sizes, shapes, and locations and shall not be considered as "dimensionally accurate." Non-geometric information may be attached to Model Elements at the sole discretion of ME Engineers, Inc. At this LOD and at the sole discretion of ME Engineers, specific model elements accurate in terms of size and shape may be included. These elements may or may not be imported from specific manufacturers in order to define a basis of design. Where equipment elements are shown, ME Engineers makes no representation of the accuracy of the elements since any manufactured equipment or component is subject to continual change and alternate manufacturers are typically permitted. While modeled elements are intended to support the coordination process at a more detailed level, modeled elements shall not be considered completely coordinated at this LOD.

Authorized Uses. The model may be used to generate 2D drawings representing the status of the design. The model may be used by the design team to coordinate rights-of-way for major system components, primary system components, and secondary distribution components. The model may be used for clash detection by the design team within the limits of expectations defined herein.

Application. An LOD 300 model will apply to the Contract Document phase.

LOD 400:

Model Content Requirements. Model elements are modeled as specific systems, components, or assemblies that are accurate in terms of size, shape, location, and quantity with fabrication, assembly, and detailing information. Non-geometric information may be attached to Model Elements. Where possible, elements are modeled from actual manufacturer's data to include information specific to the selected manufacturers.

Authorized Uses. The Contractor may choose to produce an LOD 400 model to generate 2D coordination drawings and/or for detailed, 3D installation coordination amongst the construction team. During this process the design model, which is not an LOD 400 model, may be used by the construction team as a reference-only document to help clarify the design intent.

Application. An LOD 400 model will apply to the Shop Drawing and Construction Coordination phases and is the responsibility of the Contractor. The Scope of Work for ME Engineers, Inc. does not include an LOD 400 model.

LOD 500:

Model Content Requirements. Model elements are modeled as actual constructed (As-built) systems, components, and assemblies accurate in terms of size, shape, location, and quantity. Non-geometric information including Operation and Maintenance Data and linked submittal data is attached to Model Elements where applicable.

Authorized Uses. The model may be used for maintaining, altering, and adding to the Project, but only to the extent consistent with any license granted in other binding Agreements or Contracts or in a separate licensing agreement.

Application. An LOD 500 model will apply to the As-Built phase and is the responsibility of the Contractor. The Scope of Work for ME Engineers, Inc. does not include an LOD 500 model.

Clash Detection:

It is expected clash detection will be performed by the design team to aid in design coordination. Due to the limits of available software, elements identified as "clashing" may not actually be in conflict and should not be construed as conflicts or errors on the part of the design team. If clash detection will be utilized, an agreement will be made as to what constitutes a "clash" and when resolution of clashes is required. The model is a design tool rather than an installation tool. Therefore, some clashes are expected and may be left in place where a construction resolution is available.

Inasmuch as we do not have complete control over the design, selection of materials, or sequencing of construction for the Project, ME Engineers, Inc. makes no representation that the model will be "clash-free" or without conflicts requiring resolution by the Contractor during the formal production of Shop Drawings and field Coordination Drawings.

Availability of Model:

The model will be made available subject to the Terms of the Prime Agreement.

Contractor's Role:

The Contractor is solely responsible for the decisions made for their use of the model. The Contractor is ultimately responsible for the complete and coordinated installation of all systems depicted on the Contract Documents, whether or not said systems are completely depicted within the model. The model, as an instrument of service, is not intended to dictate means and methods, scheduling requirements, sequencing, or exact quantities; these requirements are the sole responsibility of the Contractor.

Integrated Project Teams:

When integrated project teams, such as Design/Assist, Design/Build, Lean Design, or CM/GC, are part of the project the terms herein shall still apply. However, the project team may alter certain aspects of these terms to allow shared roles in regards to the development of the model. Any such alterations must be approved by ME Engineers, Inc. and shall be implemented without additional liability to ME Engineers, Inc.

Ownership of Documents:

The model, and all documents produced by ME Engineers under this agreement shall remain the property of ME Engineers and may not be used by the Client for any other endeavor without the written consent of ME Engineers, Inc.

ME ENGINEERS' TERMS AND CONDITIONS

The following Terms and Conditions are a part of this Agreement.

ME Engineers, Inc. shall perform the services outlined in this agreement for the stated fee arrangement.

Access To Site:

Unless otherwise stated, ME Engineers will have access to the site for activities necessary for the performance of the services. ME Engineers will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Dispute Resolution:

~~Any claims or disputes made during design, construction or post construction between the Client and ME Engineers shall be submitted to non-binding mediation. Client and ME Engineers agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.~~ **PER PRIME AGREEMENT-EXHIBIT A**

Billing/Payments:

Invoices for ME Engineer's services shall be submitted, at ME Engineer's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 10 days after the client receives payment. If the invoice is not paid within 60 days, ME Engineers may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service.

Late Payments:

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. ~~In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.~~

Indemnification:

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless ME Engineers, his or her officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of ME Engineers.

Certifications:

Guarantees and Warranties: ME Engineers shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence ME Engineers cannot ascertain.

Limitation of Liability:

~~In recognition of the relative risks, rewards and benefits of the project to both the Client and ME Engineers, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, ME Engineer's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed \$1,000,000. Such causes include, but are not limited to, ME Engineer's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.~~ **PER PRIME AGREEMENT-EXHIBIT A**

Verification of Existing Conditions Clause:

Inasmuch as the remodeling and/or rehabilitation of an existing building requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the building, (the Client) agrees that, except for the sole negligence on the part of ME Engineers, Inc., (the Client) agrees to indemnify and hold ME Engineers, Inc. harmless from any claims, liability or cost (including the costs of defense) arising or allegedly arising out of the professional services provided under this agreement.

Termination of Services:

This agreement may be terminated by the Client or ME Engineers should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay ME Engineers for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents:

~~All documents produced by ME Engineers under this agreement shall remain the property of ME Engineers and may not be used by the Client for any other endeavor without the written consent of ME Engineers.~~

EXHIBIT M



Able 2 Access

where everyone goes for accessibility solutions...

Proposal

1408 Northridge Drive

Austin, TX 78723

PH: (512) 762-6349

Bill to:

Denny Boles, Senior Principal | AIA, LEED™ AP
Brinkley Sargent Wiginton Architects
1005 E St. Elmo Street, Bldg. 8
Austin, TX 78745

Date:	May 23, 2022
Reference:	West Lake City Hall/Police Proposal 4010 Bee Caves Rd West Lake Hills, TX 78746

DESCRIPTION	AMOUNT
TAS Plan Review - DD	\$725.00
TAS Plan Review - CD	\$425.00
Preliminary TAS Inspection	\$525.00
Final TAS Inspection	\$725.00
Total	\$2,400.00

Denny Boles
DENNY BOLES
SENIOR PRINCIPAL
BRINKLEY SARGENT WIGINTON ARCHITECTS

Either make all checks payable to Able 2 Access and mail to our address OR you can pay with a credit card when you receive the invoice from QuickBooks Online.

If you have any questions concerning this invoice, contact Kathy-Ann Riley at (512) 762-6349 or at kariley@able2access.com



115 East Main Street

COMMISSIONING • FIELD INVESTIGATIONS

Round Rock, Texas 78664

PH: (512) 218-0060

FAX: (512) 218-0077

May 26, 2022

Brinkley Sargent Wiginton Architects
 5000 Quorum, Suite 600
 Dallas, Texas 75254

ATTN: Denny Boles

RE: West Lake City Hall and Police

Westlake City Hall and Police

Engineered Commissioning Scope Proposal

Engineered Commissioning Proposal

Engineered Commissioning Plan shall be developed by a Professional Engineer and puts building in compliance with current IECC Code requirements.

Per your request the following attachment describes the scope of commissioning for the HVAC system and Building Envelope for the project.

Building Square Footage – 17,958 – new construction

Mechanical System – unknown

Controls – unknown

Construction -unknown

Mechanical / Electrical / Plumbing Systems

- a. Develop Commissioning plan for project and coordinate with project schedule.
- b. Conduct commissioning meetings during project with Contractors to cover commissioning items for project as required
- c. Issue prejunctional checklist and review Contractor Start-Up Reports.
- d.. Performance verification and documentation during functional testing of systems per design engineer's plans and specifications and provide associated reports and issues log.
- e. Check calibration of 80% DDC space temperature sensors against temperature indication on DDC control system.
- f. Check functional testing of heating and cooling sequences for 50% of the HVAC units.
- g. Check operating schedules for 50% mechanical units, exhaust fans and pumps are per owner requirements.
- h. Check duct system protection to insure interior of main supply and main return ductwork at various locations during construction at duct access doors in ductwork to insure free of construction debris.

- i. Check operation of exhaust fans to insure operating per specified sequence.
- j. Check final Test and Balance Report for supply air grilles. Check grilles on approximately **50%** of system after test and balance completed in areas with Lay-in ceiling below 10' A.F.F. Walk with Test and Balance Contractor on any corrections as needed.
- k.. Check and verify **50%** temperature set points in controls for both occupied and unoccupied modes are set properly per Owner standard.
- l.. Verify domestic water circulating pumps are operating per schedule.
- m. Check mechanical unit interior during and after construction to insure units are clean when turned over at end of project.
- n. Spot check lighting controls are programmed and operating per plans and owner requirements.
- p. Coordinate with Architect, General Contractor and Sub-Contractors on problems that arise during commissioning process and document solutions.

Building Envelope (As it affects Building Performance and Comfort) (max 3 trips)

- a. Spot Check building envelope during construction for drain plane integrity.
- b. Spot Check building envelope during construction for thermal plane integrity.
- c. Spot Check base flashing during construction.
- d. Spot Check window flashing during construction.
- e. Spot Check mechanical unit flashing during construction.
- f. Provide report for each trip.

General

- a. **If repeated Re-Commissioning of systems is required due to lack of Contractor Performance, the contractor will bear the cost of the Re-Commissioning Work. This will be communicated in writing before Re- Commissioning begins.**

It is expected that the Mechanical Contractor, Test and Balance Contractor and Controls Contractor shall be available for assistance as required during commissioning phase. Ladders and lifts are to be provided by General Contractor as needed.

Partial Mechanical - **\$ 22,500**

Optional Envelope Scope: - **\$ 8,000**

Total Fee: - **\$ 30,500**

No travel reimbursement included in base fee. Travel will be billed as trip charge to include miles, hotel, meals, etc.

Travel reimbursement **per trip** = **\$50.00**

If there are any additional required services and required retesting shall be billed at the following hourly rate:

COMMISSIONING SERVICES	RATE
PRINCIPAL	\$275.00
LEAD COMMISSIONING TECH	\$200.00
COMMISSIONING TECH	\$150.00
ADMINISTRATIVE/CLERICAL	\$ 90.00

The terms of this proposal are subject to change if not accepted within 30 days.

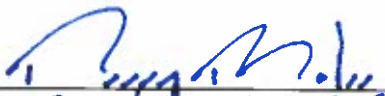
If this proposal is acceptable with you, we ask you to help us in complying with our Professional Liability Company's request to have signed contracts on all projects by signing and returning this proposal to us in a prompt manner. We will then execute the agreement and send you a signed copy.

Your business is appreciated.

BSW

BY:

DATE:


PENNY BOLES
SENIOR PRINCIPAL
AUGUST 19, 2022

HCE

BY:

DATE: 08/29/2022



EXHIBIT O



August 9, 2022

4801 Southwest Parkway,
Parkway 2, Suite 150
Austin TX 78735
T +1 512 328 5771

Denny Boles, AIA
Senior Principal
Brinkley Sargent Wiginton Architects
1005 E. St. Elmo St., Bldg 8
Austin, Texas 78745
(512) 610-4700
dboles@bsw-architects.com

Dear Mr. Boles,

Re: Proposal for Traffic Signal Modification Design at the intersection of Bee Cave Road and Camp Craft Road, Austin, Texas

1 Introduction

Thank you for the opportunity to submit RPS Infrastructure's proposal for a Traffic Signal Modification Design at the intersection of Bee Cave Road and Camp Craft Road. This design and analysis will include the feasibility to develop the future West Lake Hills City Hall and Police Facility driveway. Below are details of the basic scope of services, deliverables, fee and schedule to complete the work.

2 Scope of Work

RPS will provide services that include design, bidding and construction phase services for the proposed traffic signal design at the intersection of Bee Cave Road and Camp Craft Road. The City of West Lake Hills proposes to construct their City Hall and Police facility at ~~4010~~ Bee Cave Road. The driveway location is unknown at this time. We anticipate TxDOT will require an analysis of the turn lane lengths and impact to both Bee Cave Road at Camp Craft Road and Bee Cave at Westlake Drive. Additional design, analysis or changes requested by TxDOT or City of West Lake Hills may require additional fees.

2.1 Topographic Survey (not included)

RPS anticipates survey will be provided by others. If additional survey is determined to be necessary, then we will request this information from the Client. Survey is not included in this proposal.

2.2 Meeting and Site Visit and Coordination

2.2.1 RPS anticipates up to five meetings.

2.2.2 A site visit will be completed to verify existing conditions and to observe traffic patterns.

2.2.3 RPS will coordinate with TxDOT and the City as needed.

2.3 Traffic Impact Analysis

If required by TxDOT, RPS will perform a traffic impact analysis. We anticipate analyzing the proposed driveway on Bee Cave Road, the Bee Cave Road at Camp Craft Road intersection and the Bee Cave Road at Westlake Drive intersection. The analysis will identify deficiencies in the intersections and recommend mitigation measures to offset the deficiencies.

RPS will use a sub consultant to collect peak hour turning movement counts at the two intersections listed above.

2.4 Turn Lane Analysis

RPS will evaluate the need for a right turn lane into the proposed driveway.

The location of the driveway will impact the turn bay lengths on Bee Cave Road. RPS will analyze the existing and available space and determine recommended turn bay lengths. Particular attention will be made to the back-to-back left turn bays between Camp Craft Road and Westlake Drive.

Peak hour counts described above will be necessary for the turn lane analysis.

2.5 Traffic Signal Modification Design and Cost Estimate

The signal design services include the modification of the existing signal. The location of the driveway will impact the signal design. Either option will include the design of a new pole, mast arm and signal heads for the driveway. Pedestrian equipment improvements are also anticipated. Additional changes such as supplemental heads or new heads to accommodate the ultimate signal phasing may also be required. The signal is owned and maintained by TxDOT; therefore, design will be in accordance with TxDOT standards and specifications. RPS will prepare plan sheets for TxDOT review.

2.5.1 ~~2.5.1~~ RPS will prepare traffic signal design plans comprising of the following sheets: general notes, signal notes, basis of estimate, existing conditions, signal layout, electric schedule, elevations and TxDOT standard details. RPS anticipates utilizing the existing cabinet, controller and detection equipment. An additional radar detector will be required for the driveway. RPS will use TxDOT standards for traffic control.

2.5.2 ~~2.5.2~~ RPS will provide a construction cost estimate for the traffic signal modification.

2.6 Bidding

RPS will assist bidding by providing bid items and quantities. RPS will respond up to ~~five (5)~~ RFIs. We will attend a pre-bid meeting, ~~if necessary~~.

2.7 Construction Phase Services

The construction phase services will include attendance at one pre-construction meeting, address technical questions from the meeting, review ~~of up to 10~~ shop drawings for equipment, respond up to ~~5~~ Request for Information (RFI), and attendance at the signal turn-on meeting.

2.8 Deliverables

RPS will provide one review submittal (90%) and a Final Submittal to TxDOT (directly) and City of West Lake Hills.

ATTEND SITE VISITS AS NECESSARY TO
OBSERVE COMPLIANCE OF DRAWINGS
IS TAKING PLACE.

The 90% review submittal will include 11" x 17" signal design plans noted above with the addition of general notes, traffic signal notes, and all applicable standards and specifications at a 90% level of completion.

In addition, a construction cost estimate will be submitted with the 90% package. All review comments will be addressed prior to the next submittal.

The last submittal will be final (100%) 11" x 17" plans, specifications, and a construction cost estimate. Signal design plans will be signed, sealed, and dated by the licensed State of Texas Professional Engineer responsible for the drawings. RPS will provide TxDOT and City of West Lake Hills a PDF of plans and estimate.

3 Personnel

James Schwerdtfeger, PE	RPS Team Leader
Tony Do, EIT	RPS Associate Engineer

4 Additional Services

Additional services, if necessary, are considered outside the scope of the basic fee. RPS will provide a proposal to accomplish any additional services (if required). Though not all inclusive, the following items are considered additional services and are not a part of the fee:

- Additional data collection not specified in the basic scope of services,
- Changes in scope requested by the Client or any other agency,
- Coordination with any agency beyond TxDOT and/or City of West Lake Hills,
- ~~More than five (5) meetings and one site visit,~~
- Attending Council and/or Commission meetings,
- Any public involvement or public meetings,
- Traffic control plans beyond TxDOT standards,
- Any design beyond the listed task, including full signal replacement design,
- Revisions to design standards,
- Fees required by reviewing agencies,
- Advertising for Bid,
- Topographic Survey,
- Subsurface Utility Engineering (SUE)
- Signal timing,
- Utility Modifications,
- Any other item not specifically listed in the Scope of Services,
- Reimbursable expenses associated with any additional services provided.

5 Project Schedule

Schedule is unknown at this time. Coordination with TxDOT and the City will dictate both the design and schedule.

6 Summary of Cost

The proposed total compensation for the above scope of services is a lump sum of \$67,600. If some tasks are determined to be unnecessary then RPS will not invoice for the fee associated with that task. The fee is itemized as follows:

Site Visit / Meetings / Coordination	\$10,400
Traffic Counts (sub)	\$ 1,000
Traffic Impact Analysis (if needed)	\$21,900
Turn Lane Analysis	\$ 6,800
Signal Design/Cost Estimate	\$19,000
Bidding Phase Services (if needed)	\$ 2,700
Construction Phase Services	\$ 5,300
<u>Expenses</u>	<u>\$ 500</u>
Total	\$67,600

In closing, we appreciate the opportunity to work with you on this project and are available at your convenience to answer any questions.

Yours sincerely,
for RPS Infrastructure, Inc



James Schwerdtfeger, PE
Team Leader

james.schwerdtfeger@rpsgroup.com
+1 512 579 3309


 PENNY BALES
 SENIOR PRINCIPAL
 FRANKLEY GARMENT
 WILMINGTON ARCHITECTS
 AUGUST 19, 2022



AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: (name and address)

West Lake City Hall and Police Facility

4010 Bee Caves Road
West Lake Hills, Texas 78746

OWNER: (name and address)

City of West Lake Hills

911 Westlake Drive
West Lake Hills, Texas 78746

AGREEMENT INFORMATION:

Date: 05/17/2023

ARCHITECT: (name and address)

Brinkley Sargent Wiginton Architects,
Inc.

1005 E. Saint Elmo Road, Bldg. 8
Austin, TX 78745

AMENDMENT INFORMATION:

Amendment Number: 001

Date: 8/28/23

The Owner and Architect amend the Agreement as follows:

SUE services - \$7,650.00

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

\$7,650.00

Schedule Adjustment:

N/A

SIGNATURES:

Brinkley Sargent Wiginton, Inc.

ARCHITECT (Firm name)

SIGNATURE

Denny Boles, AIA, Senior Principal

PRINTED NAME AND TITLE

7/19/23

DATE

City of West Lake Hills

OWNER (Firm name)

SIGNATURE

Trey Fletcher, City Administrator

PRINTED NAME AND TITLE

11-27-2023

DATE

EXHIBIT A

May 17, 2023

Denny Boles
Brinkley Sargent Wiginton Architects
1005 E St Elmo Street, Bldg 8
Austin, TX 78745

4WARD
Land Surveying
TBPLS Firm #10174300
PO Box 90876
Austin, TX 78709
512.537.2384
www.4wardlandsurvey.com

Phone: (512) 610-4700
Email: dboles@bsw-architects.com

Re: SUE services for the project at 110 Westlake Dr

Good day, Mr. Boles ("Client"):

4Ward Land Surveying, LLC ("4Ward") is pleased to submit this proposal (the "Proposal") for surveying services for the above referenced project. Please review this Proposal and its attachments and, if acceptable, sign and return to the undersigned with the retainer (if applicable).

PROJECT INFORMATION

Services are to be performed on the following described site:

Adding SUE Services to the site for the existing project (4Ward Project 00604) at 110 Westlake Dr.

COMPENSATION SUMMARY

Client will pay 4Ward for the following described services ("Services") in accordance with the attached Fee Schedule and Terms of Agreement. The estimated cost of the Services and basis of payment are outlined below. See the attached Scope of Services for a detailed description of services to be performed.

Description of Services	Basis of Payment	Estimated Fee	Fee w/Tax
A. SUE services	Lump Sum	\$ 7,650.00	\$7,650.00

*Only the boundary related portion is subject to tax, amount subject to tax = \$0.

The Client may not require all the services listed above. Individual services may be added or deleted by the mutual agreement of the Client and 4Ward.

APPROVAL

The following documents are attached hereto and incorporated by reference herein: Schedule A: Scope of Services; Schedule B: Fee Schedule; Schedule C: Terms and Conditions; Schedule D: Certificate of Insurance; and Schedule E: Client Billing Form. By signing below, Client agrees to terms and conditions set forth in this Proposal and all attached schedules. Please return to 4Ward at your earliest convenience. If you have any questions, please feel free to contact me. We appreciate the opportunity to provide this proposal and look forward to working with you.

Sincerely,

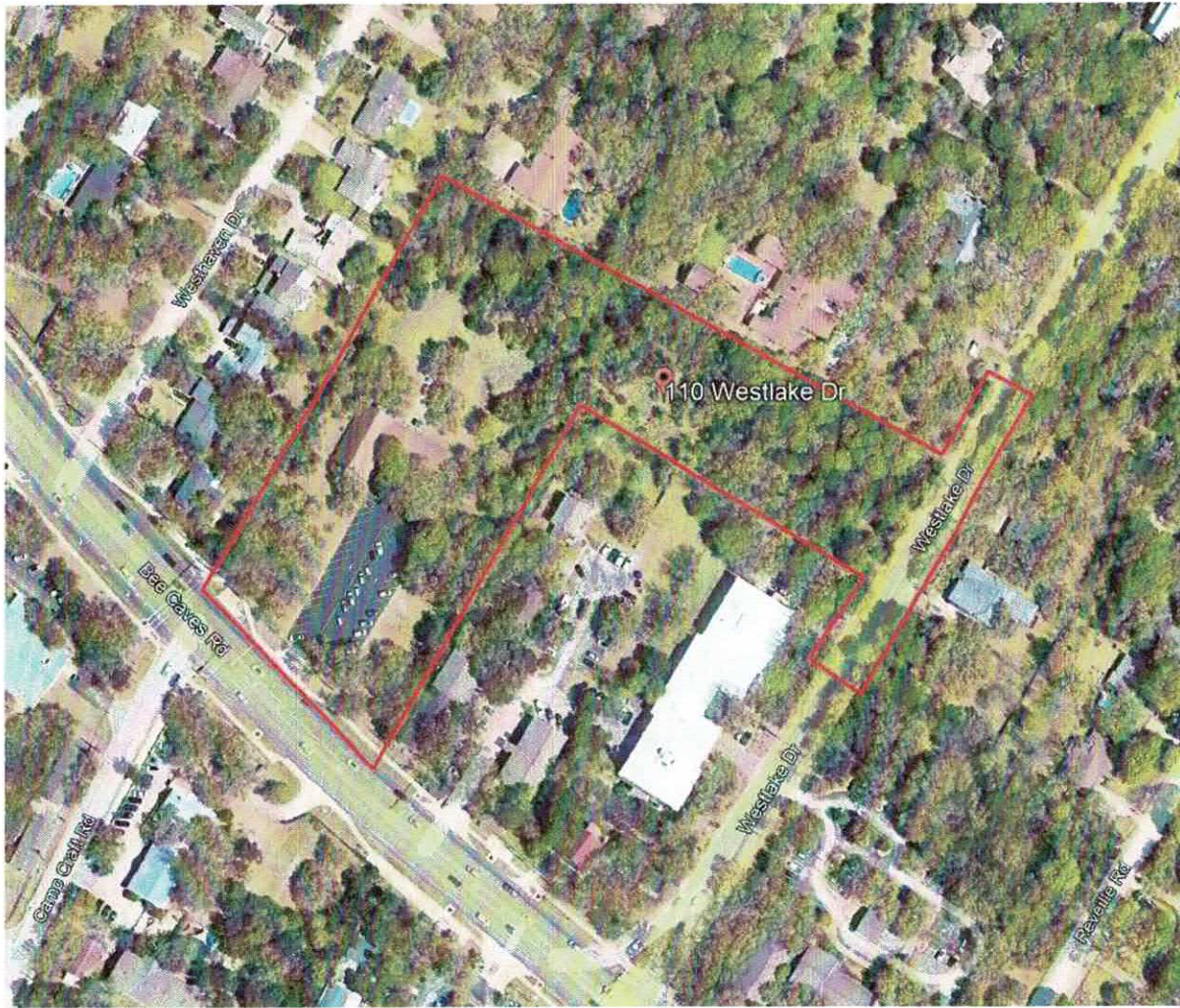


Carey Johnson
Senior Project Manager

Client Authorization

By: 
Name: DENNY BOLES
Title: PRESIDENT
Date: MAY 18, 2023

Figure 1



Schedule A – Scope of Services

4Ward shall provide the Client services limited to the following:

UTILITY SURVEY

1. 4Ward will initiate a “Dummy One-Call” of the project location.
 - a. This will generate a list of potential underground utilities that may conflict with design.
 - b. 4Ward will contact the expected utilities and request record drawings/maps of existing underground utility infrastructure.
2. 4Ward will conduct a Level B SUE investigation for underground utility lines within the project site.
 - a. Level B SUE is limited to “toneable” utilities, which are limited to gas lines with tracer wires, telecommunication lines, and electric lines.
 - i. Level B SUE includes available electronic depth information at 50’ intervals.
 - ii. if an electronic signal cannot be induced, the utility will be shown at the position indicated by records.
2. 4Ward will locate and take invert measurements of Sanitary Sewer manholes affecting the project site.
 - a. Inverts will be labeled in the DWG limited to the following:
 - i. Rim Elevation
 - ii. Pipe flowline depths, Pipe Flowline elevations
 - iii. Pipe diameter, material (if available), and cardinal direction
 - b. Invert information will be used to 2 dimensionally draw in the Sanitary collection systems.
 - i. Clean outs and service connections to homes will be excluded due to the need for right-of-entry onto private property.
 - c. Force main access points and manholes are typically bolted shut. 4Ward will be unable to access these features below surface without approval from the utility owner. Coordination with the utility owner is the responsibility of the Client.
 - i. Infrastructure that is not able to be accessed at the time of mobilization will be drawn in from records and adjusted to fit the found above ground features.
3. 4Ward will locate and take invert measurements of Storm Sewer infrastructure (curb inlets, manhole, drop inlets, grate inlets, and exposed culverts) affecting the project site.
 - a. Inverts will be labeled in the DWG limited to the following:
 - i. Rim Elevation
 - ii. Pipe flowline depths, Pipe Flowline elevations
 - iii. Pipe diameter, material (if available), and cardinal direction
 - b. Invert information will be used to 2 dimensionally draw in the Storm collection systems.
4. 4Ward will collect and show overhead wires and power pole locations within the project site

DELIVERABLES

- 4Ward will provide a report of expected utilities with details of efforts to procure records for those utilities (Scope Item 1)
- 4Ward will provide a CAD file containing located utilities (Scope Item 2 - 5.)

Schedule B - 4Ward Land Surveying Fee Schedule

Client shall pay 4Ward for its services pursuant to the terms below:

Labor

4Ward shall charge for its services at an hourly rate as set forth below. These Rates are economic and market driven and are subject to change. 4Ward reserves the right to periodically adjust this fee schedule and Client agrees to pay 4Ward's adjusted fee schedule.

Surveyor (RPLS)	\$225.00
Project Manager	\$200.00
Survey Technician	\$150.00
Two-Person Field Crew	\$250.00
Three-Person Field Crew	\$300.00
Administrative Assistant	\$50.00
Out-of-Town mileage	Current IRS Rates
Reproduction costs	\$0.20 per sq ft

Reimbursable Expenses

Reimbursable Expenses incurred and not applicable to general overhead shall be billed at cost plus a 10% fee for administrative and handling charges. Reimbursable Expenses include, but are not limited to, the following: Out-of-town travel and lodging (including transportation at current IRS rates); mail, delivery and courier charges; fees required by government agencies; reproduction charges; costs for sub-consultants; late fees caused by the Client; use or rental of special equipment or instruments; and other direct non-salary expenses necessary to complete the described work.

Assumptions & Qualifications

- This Proposal is good for 60 days from the date it is sent to Client. If a signed Proposal is not received by 4Ward within 60 days from remitting the same to Client, 4Ward reserves the right to withdraw its Proposal, provide a new proposal, and/or make any changes to the scope of services or the fees set forth above.
- Once the Proposal is executed, it shall become the "Agreement." The Agreement only includes those items listed and agreed upon as described above. Any additional services requested will be billed to Client and added as an amendment to the existing Agreement.
- The fee for remaining work may be renegotiated if work is suspended for any reason for more than two months.
- Client is responsible for providing access information and permission to enter adjoining properties (including gate codes, keys, combinations to locks, etc.).
- Client or Client's title company will furnish all pertinent information such as deeds, title commitments, previous surveys, plats, easements, encumbrances, etc. for this survey; including all documents reflected on Schedules A and B of the title commitment.
- In the course of the field survey, it may be necessary for minor trimming of brush and tree limbs to provide for a clear line of sight. Client hereby gives its consent for 4Ward to proceed with any such work.
- Client represents that all boundary monumentations are easily recoverable and benchmarks are adjacent to the property. Client further represents that there are no encroachments, overlaps, gaps, gores or other issues affecting the boundary lines. Any such discrepancies discovered will result in an amendment and potential increase in costs to this Agreement.
- Reproduction items (copies, prints, etc.) will be reimbursed at the rate listed in the fee schedule.

Schedule C - Terms and Conditions

This Agreement is effective upon the Client's execution and will remain in full force and effect until termination in accordance with terms herein. Client may not assign this agreement without the express written consent of 4Ward.

COMPENSATION: Agreement to Pay Client agrees to pay 4Ward for all services received, reimbursable expenses and any additional services incurred with the Agreement. Changes to Agreement Client may request changes by adding or altering services to be performed, without invalidating the Agreement. Client agrees to pay for additional or altered services when requesting specified changes. Requested changes will be charged at fee schedule rates. Invoices 4Ward shall remit invoices to Client on a monthly basis or upon completion of the services. Invoices are due upon receipt. Late fees will be applied to all invoices not paid after 30 days at the rate of 1.5% per month. Suspension of Work If invoiced amount is not paid within 30 days of the invoice date, 4Ward will have the right to suspend work until payment is received or terminate the Agreement.

DUTIES: Client Furnished Data Client will provide plans and all necessary information to 4Ward including plats, prior surveys, location of utilities, hazardous materials on site, location of underground storage tanks or structures. 4Ward is entitled to rely on accuracy of information provided by Client to complete the work requested. Client agrees to waive all claims against 4Ward for any property damages, injury, or economic loss arising from inaccuracy of information provided by Client. Ownership of Documents All drawings, specifications, documents or other work provided by 4Ward, in electronic form or hard copy, are instruments of service. Only the Client may rely on these instruments. Any others wanting to rely on the instruments must obtain written consent from 4Ward. Reuse, change or alteration by Client of any instruments of service without consent of 4Ward will be at Client's risk. Client agrees to indemnify 4Ward, employees and subcontractors from all claims, damages, losses, and costs including but not limited to litigation expenses and attorneys' fees arising from unauthorized reuse, change or alteration. Surveying Client agrees that unavoidable damage to property or vegetation from survey equipment or vehicles may occur and the correction of such damage shall not be 4Ward's responsibility.

TERMINATION/SUSPENSION: Termination Either the Client or 4Ward may terminate the Agreement without cause at any time prior to completion of services upon 7 days written notice to the other party. Compensation in Event of Termination Client shall compensate 4Ward for all services performed prior to termination pursuant to the fee schedule set forth in Schedule B. Suspension of Work Client may require 4Ward to temporarily suspend work by delivery of written notice to 4Ward. 4Ward may also be required to suspend work due to circumstances beyond their control, including but not limited to strike, fire, inclement weather (including excessive rain or heat), act of God, governmental action, third party actions, casualty or acts of Client. Client understands that the suspension of work by 4Ward will cause 4Ward to incur additional costs to suspend and resume work and Client agrees to reimburse 4Ward for such additional costs and to extend 4Ward's deadline for completion.

LIMITATION OF LIABILITY: 4Ward's total liability to Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement for any cause or causes shall be limited to actual damages not to exceed the limits of coverage of 4Ward's Professional Liability Insurance. Such causes include, but are not limited to, 4Ward's negligence, errors, omissions, strict liability, breach of contract or breach of warranty. Under no circumstances shall 4Ward be liable for any delay or deficiency in the performance of any service or delivery obligation or any defect or deficiency in any material caused by any unauthorized alterations or modification made by any person other than 4Ward, or delays or deficiencies caused by client-furnished information. In no event shall 4Ward be liable to Client for any incidental, indirect or consequential costs or damages, including but not limited to, consequential damages arising from any delay, termination or breach of this Agreement by 4Ward.

INDEMNIFICATION: Client shall indemnify, defend and hold harmless 4Ward from and against any and all lawsuits, claims, liabilities, actions, causes of action, demands, losses, damages, forfeitures, penalties, fines, costs and expenses, including but not limited to, reasonable attorney's fees and expenses, by whomever asserted, including but not limited to, any government entity, agency or branch, any third party, an employee, contractor employed or retained by 4Ward, any third party or employee employed or retained by 4Ward, to the extent that such claim, property damage, injury or death resulted from (i) the negligence or willful misconduct of Client or an agent or contractor of Client, (ii) violation of federal, state or local statute, rule, regulation or ordinance by Client or agent or contractor of Client, (iii) Client's alleged involvement or status as an owner, operator, arranger, generator or transporter of hazardous substances or constituents at Client's property, (iv) any matter outside of 4Ward's scope of Services or (v) inaccurate information provided by Client to 4Ward.

MISCELLANEOUS: Governing Law The Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Lien for Services Client grants to 4Ward a contractual lien in addition to all constitutional, statutory, and equitable liens that may exist, on the property and all improvements thereon to secure payment of all compensation due to 4Ward by Client as provided herein. Client grants 4Ward the authority and right to file a copy of this Agreement in the Records of the County where the property is located to give notice of 4Ward's lien rights. Mediation In the event that any dispute arises between the parties in relation to this Agreement, or out of this Agreement, and the dispute is not resolved by negotiation, the parties agree to submit the dispute to mediation. The parties further agree that their participation in mediation is a condition precedent to any party pursuing any other available remedy in relation to the dispute. Any party to the dispute may give written notice to the other party of their desire to commence mediation, and a mediation session must take place within 30 days after the date of such notice is given. The parties must jointly appoint a mutually acceptable mediator. The appointed mediator must have experience mediating land surveying related disputes and be located in Austin, TX. The parties further agree to share equally the costs of the mediation, which costs will not include costs incurred by a party for representation by counsel at the mediation. Arbitration If the parties are not successful in resolving the dispute through mediation, then the parties may agree to submit the matter to binding arbitration administered by the American Arbitration Association pursuant to its Construction Industry Rules. This arbitration agreement shall not be deemed waived in the event 4Ward must file suit to protect its lien rights.

INSURANCE: 4Ward shall provide insurance pursuant to the limitations set forth in its Certificate of Insurance (Schedule D).

EXHIBIT D



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
11/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. St. Louis MO Office 4220 Duncan Avenue Suite 401 St. Louis MO 63110 USA	CONTACT NAME (A.C. No. 55) 866.283.7122 FAX (A.C. No.) (800) 363-0105 E-MAIL ADDRESS:														
INSURED Award Land Surveying, LLC PO Box 90876 Austin TX 78709 USA	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC#</th> </tr> <tr> <td>INSURER A: Underwriters At Lloyds London</td> <td>15792</td> </tr> <tr> <td>INSURER B: The Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C: Valley Forge Insurance Co</td> <td>20508</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A: Underwriters At Lloyds London	15792	INSURER B: The Continental Insurance Company	35289	INSURER C: Valley Forge Insurance Co	20508	INSURER D:		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES CERTIFICATE NUMBER: 570096480319 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

TYPE OF INSURANCE	POLICY NUMBER	POLICY PERIOD	POLICY LIMITS
X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	7034490047	11/01/2022 11/01/2023	EACH OCCURRENCE \$1,000,000 UMBRELLA TO RENTED \$100,000 DISEASES (Per person) \$15,000 MED EXP (Any one person) PERSONAL & ADJ INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - CONVOY AGG \$2,000,000
C AUTOMOBILE LIABILITY ☒ ANY/AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	7034490033	11/01/2022 11/01/2023	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
E UMBRELLA LMB ☒ EXCESS LMB ☒ CLAIMS-MADE ☒ RETENTION	7034490050 SIR applies per policy terms & conditions	11/01/2022 11/01/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/BOARDER EXCLUDED? (Mandatory in MO) If yes, describe under DESCRIPTION OF OPERATIONS below	PLC0132600 Claims-Made.	07/22/2022 07/22/2023	PER STATUTE ☐ OTHER ☐ E.L. EACH ACCIDENT E.L. DISEASE-EMPLOYEE E.L. DISEASE-POLICY LIMIT Per Claim \$2,000,000 Aggregate \$2,000,000
A Archt&Eng Prof			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SAMPLE - FOR INFORMATIONAL PURPOSES ONLY: FOR COI REQUESTS, PLEASE EMAIL ENTITY WITH ADDRESS INFORMATION TO ADMIN@4WARDLS.COM.

CERTIFICATE HOLDER 4 Ward Land Surveying, LLC PO Box 90876 Austin TX 78709 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

ACORD 25 (2016/03)

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EXHIBIT D



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 11/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Mary Storti c/o Paychex Insurance Agency, Inc. 150 Sawgrass Drive Rochester, NY 14620	CONTACT NAME: PHONE (A/C, Mo, Ext): (877) 266-6850 FAX (A/C, No): E-MAIL ADDRESS: pbccerts@paychex.com																					
INSURED Paychex Business Solutions, LLC 911 Panorama Trail South Rochester, NY 14625	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td>INSURER A:</td><td>American Zurich Insurance Company</td><td>40142</td></tr> <tr> <td>INSURER B:</td><td></td><td></td></tr> <tr> <td>INSURER C:</td><td></td><td></td></tr> <tr> <td>INSURER D:</td><td></td><td></td></tr> <tr> <td>INSURER E:</td><td></td><td></td></tr> <tr> <td>INSURER F:</td><td></td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	American Zurich Insurance Company	40142	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER F:																						

COVERAGES CERTIFICATE NUMBER: 22FL0951126775 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSM LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJ. ☐ LOC ☐ OTHER					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP ADD \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PERSONS FORMERLY OR EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC 12-66-329-02	06/01/2022	06/01/2023	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYER \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
			Location Coverage Period:	08/15/2022	06/01/2023	Clients# 20020487-TX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Coverage is provided for only those co-employees of, but not subcontractors of: Ait. Emp: 4 Ward Land Surveying LLC 4120 Friedrich Ln Ste 200 Austin, TX 78744	SAMPLE - FOR INFORMATIONAL PURPOSES ONLY: FOR COI REQUESTS, PLEASE EMAIL ENTITY WITH ADDRESS INFORMATION TO ADMIN@4WARDLS.COM.
---	---

CERTIFICATE HOLDER 4 Ward Land Surveying LLC 4120 Friedrich Ln Ste 200 Austin, TX 78744	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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ACORD 25 (2016/03)

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EXHIBIT E



**Client Billing Information
Request**

Please complete this form and return it to admin@4wardls.com

Client Project Name/Number:

Client responsible for

payment Entity/Individual

Name: Contact Person:

Street Address:

City, State, Zip:

Email for invoice submittal:

Contact Phone Number:

System required for submitting invoices

☐ Textura ☐ Bill.com ☐ GCPay ☐ Procore ☐

Pay app or Lien Waivers required? ☐

Do you require a 4Ward W-9 for payment? ☐

COI needed? ☐ Email for COI submittal:

Tax Exempt? ☐ **Please provide tax-exempt letter with submittal of this form.*

Form completed by _____ Date _____



AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
West Lake City Hall and Police Facility

4010 Bee Caves Road
West Lake Hills, Texas 78746

OWNER: *(name and address)*
City of West Lake Hills

911 Westlake Drive
West Lake Hills, Texas 78746

AGREEMENT INFORMATION:
Date: 10/04/2022

ARCHITECT: *(name and address)*
Brinkley Sargent Wiginton Architects,
Inc.
1005 E. Saint Elmo Road, Bldg. 8
Austin, TX 78745

AMENDMENT INFORMATION:
Amendment Number: 002

Date: 3/1/2023

The Owner and Architect amend the Agreement as follows:

Exhibit A
\$4,000.00

Exhibit B
Platting - \$10,825

Exhibit C
Tree Survey - \$10,500.00

Exhibit D
Boundary/Tree/Improvement/Design/Survey - \$9,082.50

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:
\$34,407.50

Schedule Adjustment:
N/A

SIGNATURES:

Brinkley Sargent Wiginton, Inc.

ARCHITECT *(Firm name)*

SIGNATURE

Denny Boles, AIA, Senior Principal
PRINTED NAME AND TITLE

3/1/2023

DATE

City of West Lake Hills

OWNER *(Firm name)*

SIGNATURE

Trey Fletcher, City Administrator
PRINTED NAME AND TITLE

4/14/2023

DATE

EXHIBIT A

Schedule

Horizon expects to complete the scope of work within 30 calendar days of receiving the signed Proposal Acceptance form (page 5) and property/project information requested below (see "Information Needs").

Assumptions; Services Not Covered

The fee and schedule proposed herein assume:

- Client will authorize the scope of work within 90 days of receiving this proposal.
- Client will provide any requested site/project information to Horizon.
- The subject site will be physically accessible to the extent required to conduct services properly.
- All project deliverables will be transmitted in electronic format only (typically PDF).
- Client and Horizon understand that extraneous circumstances may arise that have the potential to impact delivery of services under the schedule and fee proposed herein.

The following services are not covered under this proposal:

- Agency coordination, review, or permitting, unless explicitly provided for in above task description.
- Repeat of efforts due to changes in project design, agency regulations/requirements, or other circumstances beyond Horizon's control.
- Transmittal of deliverables in hard copy.
- Any follow-up services determined necessary after completion of the currently proposed scope of work. In the event additional services are needed, Horizon will provide a separate proposal and estimated cost for the additional work efforts. Horizon will not proceed with such additional work efforts without written approval from the Client. If significant features are found during Horizon's field investigation, Horizon will coordinate with Client on its findings.

Information Needs

In addition to the signed Proposal Acceptance form (page 5), Horizon requests the following site/project information, if readily available:

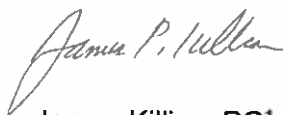
- Boundary survey/plat or other suitable property boundary (georeferenced files preferred);
- Property address or legal description;
- Site access information: site contact name and phone number, plus instructions for locked gates, etc.;
- Conceptual development plan including project schematics, if available.

Terms and Conditions

Horizon's General Conditions for Services are attached hereto as "Attachment A" and are part of this Agreement. If this proposal is acceptable, please complete, sign, and return the Proposal Acceptance Form (page 5), along with the information requested above ("Information Needs").

Horizon appreciates the opportunity to provide environmental consulting services for this project. Should you have any questions about this proposal, please contact me at (512) 934-0358, or jkillian@horizon-esi.com.

Sincerely,



James Killian, PG¹
Senior Geologist

Attachment:

A: General Conditions for Services

Signature Page Follows

¹ Registered Professional Geologist, State of Texas

Proposal Acceptance and Right of Entry

Client authorizes Horizon to commence services upon execution of this Agreement. Client and Horizon agree that this Agreement, the Proposal, and any attachments incorporated herein by reference (the "Agreement") constitute the entire Agreement between the parties. The signatory below also represents that the Client has, or has secured, the legal authority to grant permission for Horizon's personnel to enter the subject property, as necessary, to conduct project activities, and that such permission is hereby granted to Horizon by execution of this Agreement. If Client is a Corporation, Partnership, or other business entity, the individual signing below warrants that they have the authority to bind and to sign on behalf of the Client.

Project: City Hall & Police Facility Tracts, 4010 Bee Cave Rd., West Lake Hills, Travis County, TX

Service Offered: Geologic Assessment

Cost: \$4,000 (Lump Sum Fee)

Accepted by Client:

BRINKLEY SARGENT
WILKINSON ARCHITECTS

Organization (Legal Name)

1005 EAST ST. ELMO
BUILDING #8

Mailing Address

AUSTIN, TEXAS 78745

City, State, ZIP

(512) 610-4700

Phone

[Signature]

Signature

DENNY DOLES
SENIOR PRINCIPAL

Printed Name and Title

DOLES@PSW-ARCHITECTS.COM

E-mail Address

NOVEMBER 15, 2022

Date

Billing Contact:

PAULINE FOREMAN

Printed Name

PFOREMAN@PSW-ARCHITECTS.COM

E-mail Address

Please provide:

- Your project name, if different from above: _____
- Your P.O. or project number, if applicable: 22217
- Type of development: NEW
- Project Owner/Sponsor (required if public project): CITY OF WESTLAKE

ATTACHMENT A
GENERAL CONDITIONS FOR SERVICES

Article 1: Services by Consultant

1.1 Standard of Care. Consultant will perform the scope of services expressly described in this Agreement, after it is signed by both parties. The services performed by Consultant will be conducted in a manner consistent with the degree of care and skill ordinarily exercised by competent consultants performing the same or similar services in the same locale acting under similar circumstances and conditions.

1.2 Restoration. Consultant will exercise reasonable care to minimize damage to the site. However, Client acknowledges that some damage may occur in the normal course of performing the services, even if due care is exercised, and agrees that Consultant will not be liable for such damage and will be entitled to additional compensation if it is asked to perform restoration services not expressly included in the scope of services.

1.3 Reports and Investigations. If Consultant's performance of the services includes assessment, identification, or testing services, the number of investigations and observations Consultant makes, the number of samples it collects, or the number of tests it performs are necessarily limited by budgetary and time constraints, and observations and samples by their specific locational nature may not exactly represent similar samples or observations in the immediate vicinity. Consultant **does not** guarantee that all violations, problems, or sources of possible environmental condition will be identified, that all contaminants or environmental condition will be detected/identified, or that requirements, standards, or conditions will not change over time. Any report issued by Consultant will set forth its findings and conclusions based on the limited information available from the observations, investigations, sampling, and/or testing conducted under this Agreement. In preparing its report, Consultant may review and interpret information provided by Client, third parties, and regulatory agencies and will be entitled to rely on the accuracy of such information, including laboratory results, without performing an independent verification. Consultant may include in its report a Statement of Limitations describing the limitations of its investigations and findings and indicating that the report is for Client's use only and will not be relied upon by any third party, except as expressly agreed in writing by Consultant, and then only at such third party's own risk.

1.4 Documents. All reports and documents prepared and deliverable to Client pursuant to this Agreement will become Client's property upon full payment to Consultant. Consultant may retain file copies of such deliverables. All other reports, notes, calculations, data, drawings, estimates, specifications, and other documents and computerized materials prepared by Consultant are instruments of Consultant's services and will remain Consultant's property. All deliverables provided to Client are for Client's use only for

the purposes disclosed to Consultant, and Client will not transfer them to others or use them or permit them to be used for any extension of the services or any other project or purpose, without Consultant's express written consent.

1.5 Services Not Included. Unless expressly included in the scope of services, Consultant's services will not include the following:

- (a) the detection, removal, treatment, transportation, disposal, monitoring, or remediation of any contamination of soil or groundwater at the site by petroleum or petroleum products (collectively called "Oil") or hazardous, toxic, radioactive, or infectious substances, including any substances regulated under RCRA or any other federal, state, or local environmental laws, regulations, statutes, rules, standards, or ordinances (collectively called "Hazardous Materials");
- (b) mechanical compaction of backfill;
- (c) dewatering before installation or filling tanks with liquid or ballast following installation;
- (d) pump-out or disposal of product, water, or other contents from existing tanks;
- (e) installation of anchor systems, foundations, shoring, or other support devices;
- (f) concrete, blacktop, water, sewer, electricity, or other outside services;
- (g) the removal of any soil or water;
- (h) installation of protective fencing or other structure; or
- (i) construction or monitoring.

Consultant will be entitled to additional compensation if it is asked to perform or provide such services listed above. Consultant will not be responsible for damage to or imperfections in any concrete slabs it installs unless they are protected by Client from traffic for seven days.

1.6 Estimates. Any estimates of probable construction or implementation costs, financial evaluations, feasibility studies, or economic analyses prepared by Consultant will represent its best judgement based on its experience and available information. However, Client recognizes that Consultant has no control over costs of labor, materials, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices. Accordingly, Consultant does not guarantee that proposals, bids, or actual costs will not vary from opinions, evaluations, or studies submitted by Consultant.

1.7 Other Contractors. Except to the extent expressly agreed in writing, Consultant will not have any duty or authority to direct, supervise, or oversee any contractors of Client or their work or to provide the means, methods, or sequence of their work or to stop their work. Consultant's services and/or presence at a site will not relieve others of their responsibility to Client or to others. Consultant will not be liable for the failure of Client's contractors or others to fulfill their responsibilities, and Client agrees to indemnify, hold

harmless, and defend Consultant against any claims arising out of such failures.

1.8 Litigation Support. Consultant will not be obligated to provide expert witness or other litigation support related to its services, unless expressly agreed in writing. In the event Consultant is required to respond to a subpoena, government inquiry, or other legal process related to the services in connection with a proceeding to which it is not a party, Client will reimburse Consultant for its costs and compensate Consultant at its then standard rates for the time it incurs in gathering information and documents and attending depositions, hearings, and the like.

Article 2: Responsibilities of Client

2.1 Client Requirements. Client, to the best of its ability, without cost to Consultant, will:

- (a) Designate to Consultant a person to act as Client's representative;
- (b) Provide or arrange for access and make all provisions for Consultant to enter any site where services are to be performed;
- (c) Furnish Consultant with all reasonably available information pertinent to the services;
- (d) Furnish Consultant with a legal description of the site and all available surveys, site plans, and relevant information about site conditions, topography, boundaries, easements, zoning, land use restrictions, and right-of-ways, if available and as needed;
- (e) Furnish Consultant with all approvals, permits, and consents required for performance of the services except for those Consultant has expressly agreed in writing to obtain;
- (f) Notify Consultant promptly of all known or suspected Hazardous Materials at the site, of any contamination of the site by Oil or Hazardous Material, and of any other conditions requiring special care, and provide Consultant with any available documents describing the quantity, nature, location, and extent of such materials, contamination, or conditions;
- (g) Comply with all laws and provide any notices required to be given to any government authorities in connection with the services, except for such notices Consultant has expressly agreed in writing to give;
- (h) Before commencement of any drilling or excavation at a site, furnish Consultant with a complete description (to the best of their ability) of all underground objects and structures at the site, including, but not limited to, wells, tanks, and utilities; and indemnify, hold harmless, and defend Consultant against claims arising out of damages to underground objects or structures not properly defined;
- (i) Provide Consultant with information concerning prior owners of the site and any current or historical uses of or activities on the site by Client, prior owners, or others, as needed;
- (j) Furnish to Consultant any known contingency plans related to the site; and
- (k) Furnish to Consultant any previous environmental audits

and/or assessments related to the site.

2.2 Hazards. Client represents and warrants that it does not have any knowledge of Hazardous Materials or Oil, or unusually hazardous conditions at the site or of contamination of the site by Oil or Hazardous Materials except as expressly disclosed to Consultant in writing.

2.3 Confidentiality. Client acknowledges that the technical and pricing information contained in this Agreement is confidential and proprietary to Consultant and agrees not to disclose it or otherwise make it available to others without Consultant's express written consent.

2.4 Health and Safety. Client acknowledges that it is now and will at all times remain in control of the project site, and Client acknowledges and agrees that it retains title to all conditions existing on the site and shall report to the appropriate public agencies, as required, any conditions at the site that may present a potential danger to the public health, safety, or the environment. Client waives any claim against Consultant for injury or loss arising from such conditions. Except as expressly provided herein, Consultant will not be responsible for the adequacy of the health or safety programs or precautions related to Client's activities or operations, Client's other contractors, the work of any other person or entity, or Client's site conditions. Consultant will not be responsible for inspecting, observing, reporting, or correcting health or safety conditions or deficiencies of Client or others at Client's site. So as not to discourage Consultant from voluntarily addressing health or safety issues while at Client's site, in the event Consultant does address such issues by making observations, reports, suggestions, or otherwise, Consultant will nevertheless have no liability or responsibility arising on account thereof. Client agrees to indemnify, hold harmless, and defend Consultant to the fullest extent permitted by law against any and all claims arising out of such programs, activities, conditions, or deficiencies unless Consultant is responsible for gross negligence with regard to its work.

Article 3: Changes; Delays; Excused Performance

3.1 Changes. Unless this Agreement expressly provides otherwise, Consultant's proposed compensation represents its best estimate of the costs, effort, and time it expects to expend in performing the services based on its reasonable assumption of the conditions and circumstances under which the services will be performed including, but not limited to, those stated in Section 3.2. As the services are performed, conditions may change or circumstances outside Consultant's reasonable control (including changes of law or regulatory policy) may develop that would require Consultant to expend additional costs, effort, or time to complete the services, in which case Consultant will notify Client, and an equitable adjustment will be made to Consultant's compensation. In the event conditions or circumstances require the services to be suspended or terminated, Consultant will be compensated for services previously performed and for costs reasonably incurred in connection

with the suspension or termination.

3.2 Assumptions. Unless specified in writing, Consultant's compensation is based on the assumption that: (a) there is no impact spoil or excavation of natural resources on or adjacent to the site that has not been disclosed to Consultant by the client; (b) there is no contamination of soil or groundwater at the site by Oil or Hazardous Materials that has not been disclosed to Consultant by Client; (c) Consultant will not encounter any underground structures, utilities, boulders, rock, water, running sand, or other unanticipated conditions in the course of drilling or excavation; (d) tank installations will not require dewatering by Consultant; and (e) if Consultant's scope of services includes services related to petroleum facilities or storage tanks, groundwater will not cause tanks to float or require the use of Ballast. Consultant will be compensated for any additional efforts expended or costs incurred in addressing such conditions.

3.3 Force Majeure. Consultant will not be responsible for any delay or failure of performance caused by fire or other casualty, labor dispute, government or military action, transportation delay, inclement weather, Act of God, act or omission of Client or its contractors, failure of Client or any government authority to timely review or to approve the services or to grant permits or approvals, or any other cause beyond Consultant's reasonable control. In the event of such delay or failure, the time for performance will be extended by a period equal to the time lost plus a reasonable recovery period, and the compensation will be equitably adjusted to compensate for any additional costs Consultant incurs due to any such delay.

3.4 Disputes. The parties shall attempt to settle all claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including but not limited to breach thereof, by discussion between the parties' senior representatives. If any dispute cannot be resolved in this manner, within five (5) business days, the parties agree to refer such claims, disputes, and controversies to mediation by a mediator mutually agreed to and equally paid for by the parties before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, including arbitration. The mediator shall convene the mediation at the request of either party, and the mediation will last at such times and as long as the mediator reasonably believes agreement is probable. Notwithstanding the foregoing, prior to or during negotiation or mediation, either party may initiate litigation that would otherwise become barred by a statute of limitation. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs including reasonable attorney's fees from the other party.

Article 4: Compensation

4.1 Rates. Unless otherwise agreed in writing, Consultant will be compensated for its services at its

standard rates and will be reimbursed for costs and expenses (plus reasonable profit and overhead) incurred in its performance of the services.

4.2 Invoices. Consultant may invoice Client on a monthly or other progress billing basis. Invoices are due and payable upon receipt by Client. On amounts not paid within 30 days of invoice date, Client will pay interest from invoice date until payment is received at the lesser of 1.5% per month or the maximum rate allowed by law. If Client disagrees with any portion of an invoice, it will notify Consultant in writing of the amount in dispute and the reason for its disagreement within 21 days of receipt of the invoice, and will pay the portion not in dispute.

4.3 Suspension, etc. Consultant may suspend or terminate the services at any time if payment is not received when due and will be entitled to compensation for the services previously performed and for costs reasonably incurred in connection with the suspension or termination.

4.4 Collection. Client will reimburse Consultant for Consultant's costs and expenses (including reasonable attorneys' and witnesses' fees) incurred for collection under this Agreement.

4.5 Taxes, etc. Except to the extent expressly agreed in writing, Consultant's fees do not include any taxes, excises, fees, duties, or other government charges related to the goods or services provided under this Agreement, and Client will pay such amounts or reimburse Consultant for any amounts it pays. If Client claims that any goods or services are subject to a tax exemption or direct payment permit, it will provide Consultant with a valid exemption or permit certificate and indemnify, defend, and hold Consultant harmless from any taxes, costs, and penalties arising out of the use or acceptance of same.

Article 5: Insurance and Allocation of Risk

5.1 Insurance. Consultant will maintain insurance coverage for Professional Liability, Commercial Liability, Auto, and Workers' Compensation in amounts in accordance with legal and business requirements. Certificates evidencing such coverage will be provided to Client upon request.

5.2 Client Indemnification. Client agrees to indemnify and hold harmless Consultant from and against any and all liabilities, demands, claims, fines, penalties, damages, forfeitures, and suits, together with reasonable attorneys' and witness' fees and other cost and expenses of defense and settlement, which Consultant may incur, become responsible for, or pay out as a result of death or bodily injury or threat thereof to any person, destruction, or damage to any property, contamination of or adverse effect on natural resources or the environment, any violation of local, state or federal laws, regulations or orders, or any damages claimed by third parties to the extent arising in whole or in part out of Client's violation of law or breach of this Agreement or out of

the negligence or willful misconduct of Client, its other contractors, agents, suppliers, or employees.

5.3 Consultant Indemnification. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Client from and against loss, liability, and damages sustained by Client, its agents, employees, and representatives by reason of injury or death to persons or damage to tangible property to the extent caused directly by Consultant's failure to adhere to the standard of care described herein

5.4 Limitation of Liability. No employee or agent of Consultant shall have individual liability to Client. Consultant's aggregate liability for any and all claims arising out of this Agreement or out of any goods or services furnished under this Agreement, whether based in contract, negligence, strict liability, agency, warranty, tort, trespass, or any other theory of liability, will be limited to \$10,000 or the total compensation received by Consultant from Client under this Agreement, whichever is the lesser. In no event will Consultant be liable for special, indirect, incidental, or consequential damages, including commercial loss, loss of use, or lost profits, however caused, even if Consultant has been advised of the possibility of such damages. **Any claim will be deemed waived unless made by Client in writing and received by Consultant within one year after completion of the services with respect to which the claim is made.**

5.5 Consequential Damages. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST REVENUES, LOSS OF USE, LOSS OF FINANCING, LOSS OF REPUTATION, LOST PROFITS, DELAYS, OR OTHER ECONOMIC LOSS ARISING FROM ANY CAUSE INCLUDING BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER CAUSE WHATSOEVER, NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY. REGARDLESS OF LEGAL THEORY, CONSULTANT SHALL BE LIABLE ONLY TO THE EXTENT THAT ANY DAMAGES SPECIFIED HEREIN ARE FOUND BY A FINAL COURT OF COMPETENT JURISDICTION TO HAVE BEEN THE SEVERAL LIABILITY OF CONSULTANT. TO THE EXTENT PERMITTED BY LAW, ANY STATUTORY REMEDIES THAT ARE INCONSISTENT WITH THIS PROVISION OF THE AGREEMENT ARE WAIVED.

Article 6: Hazardous Materials Provisions

6.1 Hazardous Materials. Except to the extent expressly agreed in writing, Consultant's services do not include directly or indirectly performing or arranging for the detection, monitoring, handling, storage, removal, transportation, disposal, or treatment of petroleum or petroleum products (collectively called "Oil") or of any hazardous, toxic, radioactive, or infectious substances,

including any substances regulated under RCRA or any other federal or state environmental laws (collectively called "Hazardous Materials"). The discovery or reasonable suspicion of Hazardous Materials or hazardous conditions at a site where Consultant is to perform services or of contamination of the site by Oil or Hazardous Materials not previously disclosed to Consultant in writing will entitle Consultant to suspend its services immediately, subject to mutual agreement of terms and conditions applicable to any further services, or to terminate its services and to be paid for services previously performed. In no event will Consultant be required or construed to take title, ownership, or responsibility for such Oil or Hazardous Materials.

6.2 Hazardous Materials Indemnification. Client acknowledges that Consultant does not have any responsibility for preexisting Oil and Hazardous Materials at the site, any resultant contamination there from, or, except as expressly agreed in writing, for previous detection, monitoring, handling, storage, transportation, disposal, or treatment, that Consultant's compensation is not commensurate with the unusually high risks associated with such materials, and that insurance is not reasonably available to protect against such risks. Therefore, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in addition to the indemnification provided in Section 5.3, Client agrees to indemnify, hold harmless, and defend Consultant against all damages arising out of or related to Oil or Hazardous Materials located at or removed from the site, including damages such as the cost of response or remediation arising out of application of common law or statutes such as CERCLA or other "Superfund" laws imposing strict liability.

Article 7: Miscellaneous Provisions

7.1 Confidential Information. Although Consultant generally will not disclose without Client's consent information provided by Client or developed by Consultant in the course of its services and designated by Client as confidential (but not including information which is publicly available, is already in Consultant's possession, or obtained from third parties), Consultant will not be liable for disclosing such information if it in good faith believes such disclosure is required by law or is necessary to protect the safety, health, property, or welfare of human beings. Consultant will advise Client (in advance, except in emergency) of any such disclosure.

7.2 Notices. Notices between the parties will be in writing and will be hand delivered or sent by certified mail properly addressed to the appropriate party.

7.3 Assignment, etc. Neither party may assign this Agreement without the written consent of the other party, except that Consultant may assign this Agreement to its affiliates and may use subcontractors in the performance of its services. Nothing contained in this Agreement will be construed to give any rights or benefits to anyone other than the Client and Consultant, without the express written

consent of both parties. The relationship between Client and Consultant is that of independent contracting parties, and nothing in this Agreement or the parties' conduct will be construed to create a relationship of agency, partnership, or joint venture.

7.4 Governing Law, Venue, and Headings. This Agreement will be governed by and construed in accordance with the laws of the State of Texas without giving effect to any conflict or choice of law rules or principles under which the law of any other jurisdiction would apply. Each party hereby submits to the jurisdiction of the federal and state courts located in Harris County and agrees that such courts shall be exclusive forum and venue for resolving any legal suit, action or proceeding arising out of or relating to this Agreement. The headings in this Agreement are for convenience only and are not a part of the Agreement between the parties.

7.5 Statutory Terms Applicable to State Political Subdivisions. As required by Chapter 2252 of the Texas Government Code (the "Code"), and as such terms are defined therein, Consultant is not listed on, nor does not do business with, "Companies" that are on the Texas Comptroller of Public Accounts' list of "Designated Foreign Terrorist Organizations." As required by Chapter 2271 of the Code, and as such terms are defined therein, Consultant verifies that it does not, nor will it, "boycott Israel" through the term of this Agreement. As required by Chapter 2274 of the Code, and as such terms are defined therein, Consultant hereby verifies that it does not, nor will it, "boycott energy companies," through the term of this Agreement. As required by Chapter 2274 of the Code, and as such terms are defined therein, Consultant hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association," and will not discriminate against a firearm entity or firearm trade association through the term of this Agreement. As required by Chapter 113 of the Texas Business & Commerce Code, and as such terms are defined therein, Consultant is not owned by nor has the majority of stock or other ownership interest of the company held by (i) individuals who are citizens of China, Iran, North Korea, Russia or a "designated country", or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia or a "designated country." Consultant is headquartered in Houston, Texas.

7.6 Survival. All obligations arising prior to this Agreement and all provisions of this Agreement allocating responsibility or liability between the parties will survive the completion of the services and the termination of this Agreement.

7.7 Entire Agreement. This Agreement supersedes all prior agreements and, together with any work release document issued under this Agreement and signed by both parties, constitutes the entire agreement between the parties. Any amendments to this Agreement will be in writing and signed by both parties. In no event will the printed terms on

any purchase order, work order, or other document provided by Client modify or amend this Agreement, even if it is signed by Consultant, unless Consultant signs a written statement expressly indicating that such terms supersede the terms of this Agreement. In the event of an inconsistency between these General Conditions and any other writings, which comprise this Agreement, the other writings will take precedence.

Ver. 01AUG2022

February 24, 2023

EXHIBIT B

4WARD
Land Surveying
TBPLS Firm #10174300
PO Box 90876
Austin, TX 78709
512.537.2384
www.4wardlandsurvey.com

Denny Boles
Brinkley Sargent Wiginton Architects
1005 E. St. Elmo Street, Bldg 8
Austin, Texas 78745

Phone: (512) 610-4700
Email: dboles@bsw-architects.com

Re: Proposal for Surveying Services on 4010 Bee Cave Rd

Dear Denny;

4Ward Land Surveying, LLC ("4Ward") is pleased to submit this proposal (the "Proposal") for surveying services for the above referenced project. Please review this Proposal and its attachments and, if acceptable, sign and return to the undersigned with the retainer (if applicable).

PROJECT INFORMATION

Surveying services are to be performed on the following described site – 4010 Bee Cave Rd as shown on attached exhibit

COMPENSATION SUMMARY

Client will pay 4Ward for the following described services ("Services") in accordance with the attached Fee Schedule and Terms of Agreement. The estimated cost of the Services and basis of payment are outlined below. See the attached Scope of Services for a detailed description of services to be performed.

Description of Services	Basis of Payment	Estimated Fee	Fee w/Tax
A. Subdivision Plat	Lump Sum	\$ 9000.00 + tax	\$9742.50
B. Address Plat comments (2 rounds)	Lump Sum	\$ 1000.00	n/a
C. Onsite easement exhibits (each)	Lump Sum	\$ 1000.00 + tax	\$1082.50
D. Pin sets	Lump Sum	\$1200.00	n/a

The Client may not require all the services listed above. Individual services may be added or deleted by the mutual agreement of the Client and 4Ward.

APPROVAL

The following documents are attached hereto and incorporated by reference herein: Schedule A: Scope of Services; Schedule B: Fee Schedule; Schedule C: Terms and Conditions; and Schedule D: Certificate of Insurance. By signing below, Client agrees to terms and conditions set forth in this Proposal and all attached schedules. Please return to 4Ward at your earliest convenience. If you have any questions, please feel free to contact me. We appreciate the opportunity to provide this proposal and look forward to working with you.

Sincerely,

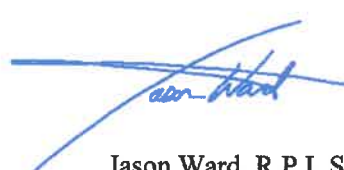
Client Authorization

By: 

Name: DENNY BOLES

Title: PRESIDENT

Date: FEBRUARY 28, 2023


Jason Ward, R.P.L.S. 5811
Principal

Schedule A – Scope of Services

4Ward shall provide Client the following services:

Subdivision Plat

4Ward will prepare a Boundary Survey for the site, sufficient to allow for the preparation of a survey map, and supplemental legal descriptions, if required. 4Ward will perform an on the ground survey of the site, and locate any monuments necessary to determine the boundary. Upon completion of the boundary survey, 4Ward will prepare a subdivision plat for this site. 4Ward assumes that the lot configuration will not change, once work commences on this task. Any change in Lot layout will result in an amendment to the contract. At this time, 4Ward assumes the plat will consist of a replat of two tracts into one lot. 4Ward will address a title commitment for easements for this plat. No easement research performed by 4Ward Land Surveying.

Address Plat Comments

4Ward will address two (2) rounds of surveying related comments from the jurisdictional entity, additional rounds of comments will be addressed on an hourly basis. In addition, 4Ward will not be responsible for submitting or processing of said plat with governing agency, nor will 4Ward be responsible for paying any fees required by jurisdiction and associated with platting process. It is assumed that Client or Client's Engineer will be responsible for submission and fees associated with plat.

Easements

4Ward will prepare a Metes and Bounds description and sketch for easements that may be required for utilities, drainage, access, etc for this project. 4Ward will not prepare front-end documents or process easements for recordation. Because of the varying complexity of easements, it is difficult to fix a price for this service; however, for budgeting purposes, an estimated fee per easement has been provided.

Pin Sets

4Ward will set any boundary corners required for the site (if/where applicable). Due to the uncertainty of the number of pins that will need to be set, it is difficult to fix a price for this service. 4Ward will charge hourly for this task, however, for budgeting purposes, an estimated fee has been provided.

EXHIBIT



Schedule B - 4Ward Land Surveying Fee Schedule

Client shall pay 4Ward for its services pursuant to the terms below:

Labor

4Ward shall charge for its services at an hourly rate as set forth below. These Rates are economic and market driven and are subject to change. 4Ward reserves the right to periodically adjust this fee schedule and Client agrees to pay 4Ward's adjusted fee schedule.

Description	Hourly Fee
Surveyor (RPLS)	\$225.00
Project Manager	\$200.00
Survey Technician	\$150.00
Two-Person Field Crew	\$250.00
Three-Person Field Crew	\$300.00
Administrative Assistant	\$50.00
Out-of-Town mileage	Current IRS Rates
Reproduction costs	\$0.20 per sq ft

Reimbursable Expenses

Reimbursable Expenses incurred and not applicable to general overhead shall be billed at cost plus a 10% fee for administrative and handling charges. Reimbursable Expenses include, but are not limited to, the following: Out-of-town travel and lodging (including transportation at current IRS rates); mail, delivery and courier charges; fees required by government agencies; reproduction charges; costs for sub-consultants; late fees caused by the Client; use or rental of special equipment or instruments; and other direct non-salary expenses necessary to complete the described work.

Assumptions & Qualifications

- This Proposal is good for 60 days from the date it is sent to Client. If a signed Proposal is not received by 4Ward within 60 days from remitting the same to Client, 4Ward reserves the right to withdraw its Proposal, provide a new proposal, and/or make any changes to the scope of services or the fees set forth above.
- Once the Proposal is executed, it shall become the "Agreement." The Agreement only includes those items listed and agreed upon as described above. Any additional services requested will be billed to Client and added as an amendment to the existing Agreement.
- The fee for remaining work may be renegotiated if work is suspended for any reason for more than two months.
- Client is responsible for providing access information and permission to enter adjoining properties (including gate codes, keys, combinations to locks, etc.).
- Client or Client's title company will furnish all pertinent information such as deeds, title commitments, previous surveys, plats, easements, encumbrances, etc. for this survey; including all documents reflected on Schedules A and B of the title commitment.
- In the course of the field survey, it may be necessary for minor trimming of brush and tree limbs to provide for a clear line of sight. Client hereby gives its consent for 4Ward to proceed with any such work.
- Client represents that all boundary monumentations are easily recoverable and benchmarks are adjacent to the property. Client further represents that there are no encroachments, overlaps, gaps, gores or other issues affecting the boundary lines. Any such discrepancies discovered will result in an amendment and potential increase in costs to this Agreement.
- Reproduction items (copies, prints, etc.) will be reimbursed at the rate listed in the fee schedule.

Schedule C - Terms and Conditions

This Agreement is effective upon the Client's execution and will remain in full force and effect until termination in accordance with terms herein. Client may not assign this agreement without the express written consent of 4Ward.

COMPENSATION: Agreement to Pay Client agrees to pay 4Ward for all services received, reimbursable expenses and any additional services incurred with the Agreement. Changes to Agreement Client may request changes by adding or altering services to be performed, without invalidating the Agreement. Client agrees to pay for additional or altered services when requesting specified changes. Requested changes will be charged at fee schedule rates. Invoices 4Ward shall remit invoices to Client on a monthly basis or upon completion of the services. Invoices are due upon receipt. Late fees will be applied to all invoices not paid after 30 days at the rate of 1.5% per month. Suspension of Work If invoiced amount is not paid within 30 days of the invoice date, 4Ward will have the right to suspend work until payment is received or terminate the Agreement.

DUTIES: Client Furnished Data Client will provide plans and all necessary information to 4Ward including plats, prior surveys, location of utilities, hazardous materials on site, location of underground storage tanks or structures. 4Ward is entitled to rely on accuracy of information provided by Client to complete the work requested. Client agrees to waive all claims against 4Ward for any property damages, injury, or economic loss arising from inaccuracy of information provided by Client. Ownership of Documents All drawings, specifications, documents or other work provided by 4Ward, in electronic form or hard copy, are instruments of service. Only the Client may rely on these instruments. Any others wanting to rely on the instruments must obtain written consent from 4Ward. Reuse, change or alteration by Client of any instruments of service without consent of 4Ward will be at Client's risk. Client agrees to indemnify 4Ward, employees and subcontractors from all claims, damages, losses, and costs including but not limited to litigation expenses and attorneys' fees arising from unauthorized reuse, change or alteration. Surveying Client agrees that unavoidable damage to property or vegetation from survey equipment or vehicles may occur and the correction of such damage shall not be 4Ward's responsibility.

TERMINATION/SUSPENSION: Termination Either the Client or 4Ward may terminate the Agreement without cause at any time prior to completion of services upon 7 days written notice to the other party. Compensation in Event of Termination Client shall compensate 4Ward for all services performed prior to termination pursuant to the fee schedule set forth in Schedule B. Suspension of Work Client may require 4Ward to temporarily suspend work by delivery of written notice to 4Ward. 4Ward may also be required to suspend work due to circumstances beyond their control, including but not limited to strike, fire, inclement weather (including excessive rain or heat), act of God, governmental action, third party actions, casualty or acts of Client. Client understands that the suspension of work by 4Ward will cause 4Ward to incur additional costs to suspend and resume work and Client agrees to reimburse 4Ward for such additional costs and to extend 4Ward's deadline for completion.

LIMITATION OF LIABILITY: 4Ward's total liability to Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement for any cause or causes shall be limited to actual damages not to exceed the limits of coverage of 4Ward's Professional Liability Insurance. Such causes include, but are not limited to, 4Ward's negligence, errors, omissions, strict liability, breach of contract or breach of warranty. Under no circumstances shall 4Ward be liable for any delay or deficiency in the performance of any service or delivery obligation or any defect or deficiency in any material caused by any unauthorized alterations or modification made by any person other than 4Ward, or delays or deficiencies caused by client-furnished information. In no event shall 4Ward be liable to Client for any incidental, indirect or consequential costs or damages, including but not limited to, consequential damages arising from any delay, termination or breach of this Agreement by 4Ward.

INDEMNIFICATION: Client shall indemnify, defend and hold harmless 4Ward from and against any and all lawsuits, claims, liabilities, actions, causes of action, demands, losses, damages, forfeitures, penalties, fines, costs and expenses, including but not limited to, reasonable attorney's fees and expenses, by whomever asserted, including but not limited to, any government entity, agency or branch, any third party, an employee, contractor employed or retained by 4Ward, any third party or employee employed or retained by 4Ward, to the extent that such claim, property damage, injury or death resulted from (i) the negligence or willful misconduct of Client or an agent or contractor of Client, (ii) violation of federal, state or local statute, rule, regulation or ordinance by Client or agent or contractor of Client, (iii) Client's alleged involvement or status as an owner, operator, arranger, generator or transporter of hazardous substances or constituents at Client's property, (iv) any matter outside of 4Ward's scope of Services or (v) inaccurate information provided by Client to 4Ward.

MISCELLANEOUS: Governing Law The Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Lien for Services Client grants to 4Ward a contractual lien in addition to all constitutional, statutory, and equitable liens that may exist, on the property and all improvements thereon to secure payment of all compensation due to 4Ward by Client as provided herein. Client grants 4Ward the authority and right to file a copy of this Agreement in the Records of the County where the property is located to give notice of 4Ward's lien rights. Mediation In the event that any dispute arises between the parties in relation to this Agreement, or out of this Agreement, and the dispute is not resolved by negotiation, the parties agree to submit the dispute to mediation. The parties further agree that their participation in mediation is a condition precedent to any party pursuing any other available remedy in relation to the dispute. Any party to the dispute may give written notice to the other party of their desire to commence mediation, and a mediation session must take place within 30 days after the date of such notice is given. The parties must jointly appoint a mutually acceptable mediator. The appointed mediator must have experience mediating land surveying related disputes and be located in Austin, TX. The parties further agree to share equally the costs of the mediation, which costs will not include costs incurred by a party for representation by counsel at the mediation. Arbitration If the parties are not successful in resolving the dispute through mediation, then the parties may agree to submit the matter to binding arbitration administered by the American Arbitration Association pursuant to its Construction Industry Rules. This arbitration agreement shall not be deemed waived in the event 4Ward must file suit to protect its lien rights.

INSURANCE: 4Ward shall provide insurance pursuant to the limitations set forth in its Certificate of Insurance (Schedule D).

February 24, 2023

EXHIBIT C

4Ward
Land Surveying
TBPLS Firm #10174300
PO Box 90876
Austin, TX 78709
512.537.2384
www.4wardlandsurvey.com

Denny Boles
Brinkley Sargent Wiginton Architects
1005 E. St. Elmo Street, Bldg 8
Austin, Texas 78745

Phone: (512) 610-4700
Email: dboles@bsw-architects.com

Re: Proposal for Surveying Services on 110 Westlake Dr

Dear Denny;

4Ward Land Surveying, LLC ("4Ward") is pleased to submit this proposal (the "Proposal") for surveying services for the above referenced project. Please review this Proposal and its attachments and, if acceptable, sign and return to the undersigned with the retainer (if applicable).

PROJECT INFORMATION

Surveying services are to be performed on the following described site – 110 Westlake Dr as shown on attached exhibit

COMPENSATION SUMMARY

Client will pay 4Ward for the following described services ("Services") in accordance with the attached Fee Schedule and Terms of Agreement. The estimated cost of the Services and basis of payment are outlined below. See the attached Scope of Services for a detailed description of services to be performed.

Description of Services	Basis of Payment	Estimated Fee	Fee w/Tax
A. Update Tree Survey	Lump Sum	\$ 10,500.00	n/a

The Client may not require all the services listed above. Individual services may be added or deleted by the mutual agreement of the Client and 4Ward.

APPROVAL

The following documents are attached hereto and incorporated by reference herein: Schedule A: Scope of Services; Schedule B: Fee Schedule; Schedule C: Terms and Conditions; and Schedule D: Certificate of Insurance. By signing below, Client agrees to terms and conditions set forth in this Proposal and all attached schedules. Please return to 4Ward at your earliest convenience. If you have any questions, please feel free to contact me. We appreciate the opportunity to provide this proposal and look forward to working with you.

Sincerely,

Client Authorization

By: 

Name: DENNY BOLES

Title: PRESIDENT

Date: FEBRUARY 28, 2023


Jason Ward, R.P.L.S. 5811
Principal

Schedule A – Scope of Services

4Ward shall provide Client the following services:

Update Tree Survey

4Ward will update the survey performed in 2017. The City of Westlake requires 3-inch and above to be located. This site will most likely have additional trees to be located, plus, the majority of the 800-plus trees already located will need to be individually remeasured. 4Ward will prepare an on the ground Tree Survey for the site. 4Ward will obtain the location of boundary monuments (if not previously located under a different section of this proposal), and trees on the property. The tree survey will comprise a list limited to hardwood trees 3" and larger on the site with a tag number, tree diameter, species (common name) and location. 4Ward will be responsible for performing the tree surveying services and makes no claim that 4Ward employees are certified arborists. Client may choose to select and contract with a certified arborist under separate cover from this agreement.

EXHIBIT



Schedule B - 4Ward Land Surveying Fee Schedule

Client shall pay 4Ward for its services pursuant to the terms below:

Labor

4Ward shall charge for its services at an hourly rate as set forth below. These Rates are economic and market driven and are subject to change. 4Ward reserves the right to periodically adjust this fee schedule and Client agrees to pay 4Ward's adjusted fee schedule.

Description	Hourly Fee
Surveyor (RPLS)	\$225.00
Project Manager	\$200.00
Survey Technician	\$150.00
Two-Person Field Crew	\$250.00
Three-Person Field Crew	\$300.00
Administrative Assistant	\$50.00
Out-of-Town mileage	Current IRS Rates
Reproduction costs	\$0.20 per sq ft

Reimbursable Expenses

Reimbursable Expenses incurred and not applicable to general overhead shall be billed at cost plus a 10% fee for administrative and handling charges. Reimbursable Expenses include, but are not limited to, the following: Out-of-town travel and lodging (including transportation at current IRS rates); mail, delivery and courier charges; fees required by government agencies; reproduction charges; costs for sub-consultants; late fees caused by the Client; use or rental of special equipment or instruments; and other direct non-salary expenses necessary to complete the described work.

Assumptions & Qualifications

- This Proposal is good for 60 days from the date it is sent to Client. If a signed Proposal is not received by 4Ward within 60 days from remitting the same to Client, 4Ward reserves the right to withdraw its Proposal, provide a new proposal, and/or make any changes to the scope of services or the fees set forth above.
- Once the Proposal is executed, it shall become the "Agreement." The Agreement only includes those items listed and agreed upon as described above. Any additional services requested will be billed to Client and added as an amendment to the existing Agreement.
- The fee for remaining work may be renegotiated if work is suspended for any reason for more than two months.
- Client is responsible for providing access information and permission to enter adjoining properties (including gate codes, keys, combinations to locks, etc.).
- Client or Client's title company will furnish all pertinent information such as deeds, title commitments, previous surveys, plats, easements, encumbrances, etc. for this survey; including all documents reflected on Schedules A and B of the title commitment.
- In the course of the field survey, it may be necessary for minor trimming of brush and tree limbs to provide for a clear line of sight. Client hereby gives its consent for 4Ward to proceed with any such work.
- Client represents that all boundary monumentations are easily recoverable and benchmarks are adjacent to the property. Client further represents that there are no encroachments, overlaps, gaps, gores or other issues affecting the boundary lines. Any such discrepancies discovered will result in an amendment and potential increase in costs to this Agreement.
- Reproduction items (copies, prints, etc.) will be reimbursed at the rate listed in the fee schedule.

Schedule C - Terms and Conditions

This Agreement is effective upon the Client's execution and will remain in full force and effect until termination in accordance with terms herein. Client may not assign this agreement without the express written consent of 4Ward.

COMPENSATION: Agreement to Pay Client agrees to pay 4Ward for all services received, reimbursable expenses and any additional services incurred with the Agreement. Changes to Agreement Client may request changes by adding or altering services to be performed, without invalidating the Agreement. Client agrees to pay for additional or altered services when requesting specified changes. Requested changes will be charged at fee schedule rates. Invoices 4Ward shall remit invoices to Client on a monthly basis or upon completion of the services. Invoices are due upon receipt. Late fees will be applied to all invoices not paid after 30 days at the rate of 1.5% per month. Suspension of Work If invoiced amount is not paid within 30 days of the invoice date, 4Ward will have the right to suspend work until payment is received or terminate the Agreement.

DUTIES: Client Furnished Data Client will provide plans and all necessary information to 4Ward including plats, prior surveys, location of utilities, hazardous materials on site, location of underground storage tanks or structures. 4Ward is entitled to rely on accuracy of information provided by Client to complete the work requested. Client agrees to waive all claims against 4Ward for any property damages, injury, or economic loss arising from inaccuracy of information provided by Client. Ownership of Documents All drawings, specifications, documents or other work provided by 4Ward, in electronic form or hard copy, are instruments of service. Only the Client may rely on these instruments. Any others wanting to rely on the instruments must obtain written consent from 4Ward. Reuse, change or alteration by Client of any instruments of service without consent of 4Ward will be at Client's risk. Client agrees to indemnify 4Ward, employees and subcontractors from all claims, damages, losses, and costs including but not limited to litigation expenses and attorneys' fees arising from unauthorized reuse, change or alteration. Surveying Client agrees that unavoidable damage to property or vegetation from survey equipment or vehicles may occur and the correction of such damage shall not be 4Ward's responsibility.

TERMINATION/SUSPENSION: Termination Either the Client or 4Ward may terminate the Agreement without cause at any time prior to completion of services upon 7 days written notice to the other party. Compensation in Event of Termination Client shall compensate 4Ward for all services performed prior to termination pursuant to the fee schedule set forth in Schedule B. Suspension of Work Client may require 4Ward to temporarily suspend work by delivery of written notice to 4Ward. 4Ward may also be required to suspend work due to circumstances beyond their control, including but not limited to strike, fire, inclement weather (including excessive rain or heat), act of God, governmental action, third party actions, casualty or acts of Client. Client understands that the suspension of work by 4Ward will cause 4Ward to incur additional costs to suspend and resume work and Client agrees to reimburse 4Ward for such additional costs and to extend 4Ward's deadline for completion.

LIMITATION OF LIABILITY: 4Ward's total liability to Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement for any cause or causes shall be limited to actual damages not to exceed the limits of coverage of 4Ward's Professional Liability Insurance. Such causes include, but are not limited to, 4Ward's negligence, errors, omissions, strict liability, breach of contract or breach of warranty. Under no circumstances shall 4Ward be liable for any delay or deficiency in the performance of any service or delivery obligation or any defect or deficiency in any material caused by any unauthorized alterations or modification made by any person other than 4Ward, or delays or deficiencies caused by client-furnished information. In no event shall 4Ward be liable to Client for any incidental, indirect or consequential costs or damages, including but not limited to, consequential damages arising from any delay, termination or breach of this Agreement by 4Ward.

INDEMNIFICATION: Client shall indemnify, defend and hold harmless 4Ward from and against any and all lawsuits, claims, liabilities, actions, causes of action, demands, losses, damages, forfeitures, penalties, fines, costs and expenses, including but not limited to, reasonable attorney's fees and expenses, by whomever asserted, including but not limited to, any government entity, agency or branch, any third party, an employee, contractor employed or retained by 4Ward, any third party or employee employed or retained by 4Ward, to the extent that such claim, property damage, injury or death resulted from (i) the negligence or willful misconduct of Client or an agent or contractor of Client, (ii) violation of federal, state or local statute, rule, regulation or ordinance by Client or agent or contractor of Client, (iii) Client's alleged involvement or status as an owner, operator, arranger, generator or transporter of hazardous substances or constituents at Client's property, (iv) any matter outside of 4Ward's scope of Services or (v) inaccurate information provided by Client to 4Ward.

MISCELLANEOUS: Governing Law The Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Lien for Services Client grants to 4Ward a contractual lien in addition to all constitutional, statutory, and equitable liens that may exist, on the property and all improvements thereon to secure payment of all compensation due to 4Ward by Client as provided herein. Client grants 4Ward the authority and right to file a copy of this Agreement in the Records of the County where the property is located to give notice of 4Ward's lien rights. Mediation In the event that any dispute arises between the parties in relation to this Agreement, or out of this Agreement, and the dispute is not resolved by negotiation, the parties agree to submit the dispute to mediation. The parties further agree that their participation in mediation is a condition precedent to any party pursuing any other available remedy in relation to the dispute. Any party to the dispute may give written notice to the other party of their desire to commence mediation, and a mediation session must take place within 30 days after the date of such notice is given. The parties must jointly appoint a mutually acceptable mediator. The appointed mediator must have experience mediating land surveying related disputes and be located in Austin, TX. The parties further agree to share equally the costs of the mediation, which costs will not include costs incurred by a party for representation by counsel at the mediation. Arbitration If the parties are not successful in resolving the dispute through mediation, then the parties may agree to submit the matter to binding arbitration administered by the American Arbitration Association pursuant to its Construction Industry Rules. This arbitration agreement shall not be deemed waived in the event 4Ward must file suit to protect its lien rights.

INSURANCE: 4Ward shall provide insurance pursuant to the limitations set forth in its Certificate of Insurance (Schedule D).

February 24, 2023

Denny Boles
Brinkley Sargent Wiginton Architects
1005 E. St. Elmo Street, Bldg 8
Austin, Texas 78745

EXHIBIT D

4WARD
Land Surveying
TBPLS Firm #10174300
PO Box 90876
Austin, TX 78709
512.537.2384
www.4wardlandsurvey.com

Phone: (512) 610-4700
Email: dboles@bsw-architects.com

Re: Proposal for Surveying Services on 4010 Bee Cave Rd

Dear Denny;

4Ward Land Surveying, LLC ("4Ward") is pleased to submit this proposal (the "Proposal") for surveying services for the above referenced project. Please review this Proposal and its attachments and, if acceptable, sign and return to the undersigned with the retainer (if applicable).

PROJECT INFORMATION

Surveying services are to be performed on the following described site – 4010 Bee Cave Rd as shown on attached exhibit A

COMPENSATION SUMMARY

Client will pay 4Ward for the following described services ("Services") in accordance with the attached Fee Schedule and Terms of Agreement. The estimated cost of the Services and basis of payment are outlined below. See the attached Scope of Services for a detailed description of services to be performed.

Description of Services	Basis of Payment	Estimated Fee	Fee w/Tax
A. Boundary/Tree/Topo/Improvement/Design Survey	Lump Sum	\$ 9,000 + tax	\$9,082.50

*Only the boundary related portion is subject to tax, amount subject to tax = \$1,000.00

The Client may not require all the services listed above. Individual services may be added or deleted by the mutual agreement of the Client and 4Ward.

APPROVAL

The following documents are attached hereto and incorporated by reference herein: Schedule A: Scope of Services; Schedule B: Fee Schedule; Schedule C: Terms and Conditions; and Schedule D: Certificate of Insurance. By signing below, Client agrees to terms and conditions set forth in this Proposal and all attached schedules. Please return to 4Ward at your earliest convenience. If you have any questions, please feel free to contact me. We appreciate the opportunity to provide this proposal and look forward to working with you.

Sincerely,

Client Authorization

By: 

Name: DENNY BOLES

Title: PRESIDENT

Date: FEBRUARY 28, 2023


Jason Ward, R.P.L.S. 5811
Principal

Schedule A – Scope of Services

4Ward shall provide Client the following services:

A. Boundary/Tree/Topo/Improvement/Design Survey

4Ward will prepare an on the ground Boundary, Tree, Topographic and Improvement/Design Survey for the site. 4Ward will obtain the location of improvements, utilities, boundary, trees and topographical information on the property. The topographic survey will include the topography needed (one foot contour intervals and grade breaks) to provide sufficient information for the contouring of the site. In the event that the site grades are relatively flat, spot elevations may be shown in lieu of contours. The tree survey will comprise a list limited to hardwood trees 3" and larger on the site with a tag number, tree diameter, species (common name) and location. 4Ward will be responsible for performing the tree surveying services and makes no claim that 4Ward employees are certified arborists. Client may choose to select and contract with a certified arborist under separate cover from this agreement.

Notes: The limits of the survey as shown in exhibit A. Deliverables include CAD file and signed/sealed PDF. Time frame to complete from NTP is +/- 6 weeks.

EXHIBIT A



Schedule B - 4Ward Land Surveying Fee Schedule

Client shall pay 4Ward for its services pursuant to the terms below:

Labor

4Ward shall charge for its services at an hourly rate as set forth below. These Rates are economic and market driven and are subject to change. 4Ward reserves the right to periodically adjust this fee schedule and Client agrees to pay 4Ward's adjusted fee schedule.

Description	Hourly Fee
Surveyor (RPLS)	\$225.00
Project Manager	\$200.00
Survey Technician	\$150.00
Two-Person Field Crew	\$250.00
Three-Person Field Crew	\$300.00
Administrative Assistant	\$50.00
Out-of-Town mileage	Current IRS Rates
Reproduction costs	\$0.20 per sq ft

Reimbursable Expenses

Reimbursable Expenses incurred and not applicable to general overhead shall be billed at cost plus a 10% fee for administrative and handling charges. Reimbursable Expenses include, but are not limited to, the following: Out-of-town travel and lodging (including transportation at current IRS rates); mail, delivery and courier charges; fees required by government agencies; reproduction charges; costs for sub-consultants; late fees caused by the Client; use or rental of special equipment or instruments; and other direct non-salary expenses necessary to complete the described work.

Assumptions & Qualifications

- This Proposal is good for 60 days from the date it is sent to Client. If a signed Proposal is not received by 4Ward within 60 days from remitting the same to Client, 4Ward reserves the right to withdraw its Proposal, provide a new proposal, and/or make any changes to the scope of services or the fees set forth above.
- Once the Proposal is executed, it shall become the "Agreement." The Agreement only includes those items listed and agreed upon as described above. Any additional services requested will be billed to Client and added as an amendment to the existing Agreement.
- The fee for remaining work may be renegotiated if work is suspended for any reason for more than two months.
- Client is responsible for providing access information and permission to enter adjoining properties (including gate codes, keys, combinations to locks, etc.).
- Client or Client's title company will furnish all pertinent information such as deeds, title commitments, previous surveys, plats, easements, encumbrances, etc. for this survey; including all documents reflected on Schedules A and B of the title commitment.
- In the course of the field survey, it may be necessary for minor trimming of brush and tree limbs to provide for a clear line of sight. Client hereby gives its consent for 4Ward to proceed with any such work.
- Client represents that all boundary monumentations are easily recoverable and benchmarks are adjacent to the property. Client further represents that there are no encroachments, overlaps, gaps, gores or other issues affecting the boundary lines. Any such discrepancies discovered will result in an amendment and potential increase in costs to this Agreement.
- Reproduction items (copies, prints, etc.) will be reimbursed at the rate listed in the fee schedule.

Schedule C - Terms and Conditions

This Agreement is effective upon the Client's execution and will remain in full force and effect until termination in accordance with terms herein. Client may not assign this agreement without the express written consent of 4Ward.

COMPENSATION: Agreement to Pay Client agrees to pay 4Ward for all services received, reimbursable expenses and any additional services incurred with the Agreement. Changes to Agreement Client may request changes by adding or altering services to be performed, without invalidating the Agreement. Client agrees to pay for additional or altered services when requesting specified changes. Requested changes will be charged at fee schedule rates. Invoices 4Ward shall remit invoices to Client on a monthly basis or upon completion of the services. Invoices are due upon receipt. Late fees will be applied to all invoices not paid after 30 days at the rate of 1.5% per month. Suspension of Work If invoiced amount is not paid within 30 days of the invoice date, 4Ward will have the right to suspend work until payment is received or terminate the Agreement.

DUTIES: Client Furnished Data Client will provide plans and all necessary information to 4Ward including plats, prior surveys, location of utilities, hazardous materials on site, location of underground storage tanks or structures. 4Ward is entitled to rely on accuracy of information provided by Client to complete the work requested. Client agrees to waive all claims against 4Ward for any property damages, injury, or economic loss arising from inaccuracy of information provided by Client. Ownership of Documents All drawings, specifications, documents or other work provided by 4Ward, in electronic form or hard copy, are instruments of service. Only the Client may rely on these instruments. Any others wanting to rely on the instruments must obtain written consent from 4Ward. Reuse, change or alteration by Client of any instruments of service without consent of 4Ward will be at Client's risk. Client agrees to indemnify 4Ward, employees and subcontractors from all claims, damages, losses, and costs including but not limited to litigation expenses and attorneys' fees arising from unauthorized reuse, change or alteration. Surveying Client agrees that unavoidable damage to property or vegetation from survey equipment or vehicles may occur and the correction of such damage shall not be 4Ward's responsibility.

TERMINATION/SUSPENSION: Termination Either the Client or 4Ward may terminate the Agreement without cause at any time prior to completion of services upon 7 days written notice to the other party. Compensation in Event of Termination Client shall compensate 4Ward for all services performed prior to termination pursuant to the fee schedule set forth in Schedule B. Suspension of Work Client may require 4Ward to temporarily suspend work by delivery of written notice to 4Ward. 4Ward may also be required to suspend work due to circumstances beyond their control, including but not limited to strike, fire, inclement weather (including excessive rain or heat), act of God, governmental action, third party actions, casualty or acts of Client. Client understands that the suspension of work by 4Ward will cause 4Ward to incur additional costs to suspend and resume work and Client agrees to reimburse 4Ward for such additional costs and to extend 4Ward's deadline for completion.

LIMITATION OF LIABILITY: 4Ward's total liability to Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement for any cause or causes shall be limited to actual damages not to exceed the limits of coverage of 4Ward's Professional Liability Insurance. Such causes include, but are not limited to, 4Ward's negligence, errors, omissions, strict liability, breach of contract or breach of warranty. Under no circumstances shall 4Ward be liable for any delay or deficiency in the performance of any service or delivery obligation or any defect or deficiency in any material caused by any unauthorized alterations or modification made by any person other than 4Ward, or delays or deficiencies caused by client-furnished information. In no event shall 4Ward be liable to Client for any incidental, indirect or consequential costs or damages, including but not limited to, consequential damages arising from any delay, termination or breach of this Agreement by 4Ward.

INDEMNIFICATION: Client shall indemnify, defend and hold harmless 4Ward from and against any and all lawsuits, claims, liabilities, actions, causes of action, demands, losses, damages, forfeitures, penalties, fines, costs and expenses, including but not limited to, reasonable attorney's fees and expenses, by whomever asserted, including but not limited to, any government entity, agency or branch, any third party, an employee, contractor employed or retained by 4Ward, any third party or employee employed or retained by 4Ward, to the extent that such claim, property damage, injury or death resulted from (i) the negligence or willful misconduct of Client or an agent or contractor of Client, (ii) violation of federal, state or local statute, rule, regulation or ordinance by Client or agent or contractor of Client, (iii) Client's alleged involvement or status as an owner, operator, arranger, generator or transporter of hazardous substances or constituents at Client's property, (iv) any matter outside of 4Ward's scope of Services or (v) inaccurate information provided by Client to 4Ward.

MISCELLANEOUS: Governing Law The Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Lien for Services Client grants to 4Ward a contractual lien in addition to all constitutional, statutory, and equitable liens that may exist, on the property and all improvements thereon to secure payment of all compensation due to 4Ward by Client as provided herein. Client grants 4Ward the authority and right to file a copy of this Agreement in the Records of the County where the property is located to give notice of 4Ward's lien rights. Mediation In the event that any dispute arises between the parties in relation to this Agreement, or out of this Agreement, and the dispute is not resolved by negotiation, the parties agree to submit the dispute to mediation. The parties further agree that their participation in mediation is a condition precedent to any party pursuing any other available remedy in relation to the dispute. Any party to the dispute may give written notice to the other party of their desire to commence mediation, and a mediation session must take place within 30 days after the date of such notice is given. The parties must jointly appoint a mutually acceptable mediator. The appointed mediator must have experience mediating land surveying related disputes and be located in Austin, TX. The parties further agree to share equally the costs of the mediation, which costs will not include costs incurred by a party for representation by counsel at the mediation. Arbitration If the parties are not successful in resolving the dispute through mediation, then the parties may agree to submit the matter to binding arbitration administered by the American Arbitration Association pursuant to its Construction Industry Rules. This arbitration agreement shall not be deemed waived in the event 4Ward must file suit to protect its lien rights.

INSURANCE: 4Ward shall provide insurance pursuant to the limitations set forth in its Certificate of Insurance (Schedule D).



AIA®

Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*

West Lake Hills City Hall and Police
Facility
4010 Bee Caves Road
West Lake Hills, Texas 78746

AGREEMENT INFORMATION:

Date: 10/04/2022

AMENDMENT INFORMATION:

Amendment Number: 003

Date: February 20, 2024

OWNER: *(name and address)*

City of West Lake Hills
911 Westlake Drive
West Lake Hills, Texas 78746

ARCHITECT: *(name and address)*

Brinkley Sargent Wiginton Architects,
Inc.
1005 E. Saint Elmo Road, Bldg.8
Austin, Texas 78745

The Owner and Architect amend the Agreement as follows:

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

A/E Basic Services

Per Contract Exhibit C, second paragraph, "The initial Construction Budget is set at \$14,335,150 for contractual purposes. Basic Services fees are based on a Construction Budget of \$11,672,700 (17,958 s.f. @\$650/s.f.@ 9.5%). This budget may be adjusted from time to time by Owner authorization. **Basic Services Fee will be adjusted based upon final approved Design Development estimate**" Refer to (Exhibit C)

\$11,672,700

\$17,062,566

\$ 5,389,866

Original Construction Budget

Design Development Cost Estimate (refer to Exhibit A)

Budget Increase

\$250,000

\$ 64,000

BSW Additional Services

Datum Additional Services (refer to Exhibit B)

Total Additional A/E Basic Services:

\$314,000

Schedule Adjustment:
N/A

SIGNATURES:

Brinkley Sargent Wiginton
Architects, Inc.

ARCHITECT (*Firm name*)



SIGNATURE

Denny Boles, AIA, Senior
Principal

PRINTED NAME AND TITLE

DATE

City of West Lake Hills

OWNER (*Firm name*)

SIGNATURE

Trey Fletcher,, City Administrator

PRINTED NAME AND TITLE

DATE



EXHIBIT A



Project Cost Summary

100% DD ESTIMATE OVERVIEW

Cost Plus + Fee Price

SpawGlass Contractors, Inc. hereby submits to City of Westlake Hills for the use and benefit of the new Municipal Complex, a CMAR price based on the 100% Design Development Drawings, as follows:

1. The proposed amount for the Direct Cost of the Work: \$ 13,981,734
2. Design Progression and Owner Contingency (4%): \$ 682,503
3. General Conditions: \$ 1,314,857
4. Construction Phase Fee (3%): \$ 571,596
5. Construction Manager's Contingency (3%): \$ 511,877
6. Price Forecasting: \$ 0
7. **TOTAL: LINE ITEMS 1 THROUGH 6:** \$ 17,062,566

Tyler Wenzel

Tyler Wenzel, Project Executive

February 5, 2024 *revised*

Denny Boles, AIA, LEED AP
Brinkley Sargent Wiginton Architects
1005 E St. Elmo St., Bldg 8
Austin, TX 78745

Re: Additional Services Authorization
Project: City of West Lake Hills Municipal Complex
Datum No.: 22705.01

Description of Services: Our original proposal dated May 20, 2022 assumed a construction cost estimate of \$9,566,000 (as stated in the RFP) and excluded site structures outside the building, as this scope was unknown at the time of that writing. We proposed a lump sum fee of \$70,000 or 0.75% of the construction cost.

Now the project is better defined with the construction cost of \$17,062,566, and includes significant site structures such as a complex detention pond.

Description	Lump Sum Fee
0.75% of CC Increase	\$56,000
Site Structures	\$8,000
Total Fee	\$64,000

Fees:

These services will be performed under the terms and conditions of the original contract.
If the above is acceptable, please return a signed copy to Datum.

Sincerely,

Accepted by:

DATUM ENGINEERS, INC.



Luke Nelson, P.E.
Principal

Brinkley Sargent Wiginton Architects

Date

EXHIBIT C

WEST LAKE HILLS CITY HALL AND POLICE FACILITY

SERVICES AND COMPENSATION

BASIC AND SUPPLEMENTAL SERVICES INCLUDED IN THE CONTRACT SCOPE OF WORK

BASIC A/E SERVICES: FEE \$1,109,000

Architectural, Structural Engineering (Ref. Exhibit G), and Mechanical, Electrical and Plumbing Engineering Services (Ref. Exhibit H). Fees to be billed monthly by percent complete of each phase as follows:

Schematic Design Phase	20%
Design Development	25%
Construction Document Phase	30%
Bidding Phase	5%
Construction Administration Phase	20%
Total	100%

The initial building construction budget is set at \$14,335,150 for contractual purposes. Basic service fees are based on a construction budget of \$11,672,700 (17,958 s.f. @ \$650/s.f. @ 9.5%). This budget may be adjusted from time to time by Owner authorization. Basic Services Fee will be adjusted based upon final approved Design Development Estimate. The Architect will receive no adjustment following the Final Design Development fixed fee should the actual accepted construction bid vary from the budget and subsequently be approved by the Owner.

NOTE: Construction is anticipated to last 15 months (Ref. Exhibit A4). Project meetings will occur every 2 weeks. Should construction proceed beyond 18 months, through no fault of the Architect, the Architect reserves the right to request additional services from the client based upon a per month fee of \$10,322.

SUPPLEMENTAL SERVICES INCLUDED AS PART OF SERVICES TO BE PROVIDED:

1. Site Submittal Process: Fee \$35,000
2. Programming / Conceptual Layout: Fee \$15,000
Meet with designated departments to determine square footage requirements and provide conceptual layout to confirm spaces fit within existing envelope.
3. Civil Engineering Services: Fee \$264,000
Services include grading, drainage design, site utilities, paving and dimensional control, erosion control, specifications, and construction administration. (Ref. Exhibit J)
4. Accessibility Consulting Services: Fee \$2,400
(Ref Exhibit M)
5. Technology Systems Design Services and HVAC Acoustical Design: Fee \$72,000
Design of Owner Communications Infrastructure. Video surveillance, and electronic security systems. Services will also include Audio/Visual Consultation and Acoustical Design. Code required Distributed Antenna System (DAS) is also included. (Ref. Exhibit L)
6. Landscape Design Services: Fee \$35,500
Complete landscape and irrigation system design. (Ref. Exhibit K)
7. Building Commissioning Services: Fee \$30,500
Commissioning of building HVAC systems including coordination of Owner training. Building envelope review. (Ref. Exhibit O)

8. Traffic Engineers Consultant: Fee \$67,600
Traffic signal modification design and analysis of driveway intersection at Bee Cave Road and Camp Craft Road. (Ref. Exhibit N)
9. Furniture Selection/Interiors/Exercise Equipment Services: Fee \$78,587
Interior finishes selection, documentation, presentations, specifications, and shop drawing review (17,958 s.f. @ \$1.75/s.f. - \$31,427). Selection, specification and assistance in procurement of new furniture item. Installation coordination and final punch list (9% of \$524,000 Budget - \$47,160). Exercise Equipment Layout and Power Data / AV Coordination is included (\$5,000). (Ref. Exhibit F).
10. Record Drawings: Fee \$8,000
Prepare a set of electronic documents showing changes in the work during construction from data furnished by Contractor. Update electronic files with all changes issued during construction by Architect and consultant team.

SUPPLEMENTARY SERVICES FEES

All fees associated with supplemental services are to be considered as a "not to exceed amount". Any increases for supplemental services may only be done with authorization of the Owner. In addition, all work to be performed under supplemental services will only be billed for the actual work performed even if considered as lump sum fee. Any reduction in the scope of work, tasks to be completed or change to the desired duties performed by the provider of the supplemental services will have a corresponding reduction on the fee charged for those services. Any supplemental service may be reduced or eliminated by the Owner after consultation with the Architect as long as such reduction or elimination occurs prior to performance of such work.

REIMBURSABLE EXPENSES: BUDGET ESTIMATE \$25,000

Project related expenses will be billed at cost plus 10%. Budget includes some cost items over which architect has minimal control and therefore this budget is an estimate and may be adjusted with Owner approval. Budget assumes subcontractor bidding documents will be electronic and no paper reproduction costs are included herein.

FEE SUMMARY

A. Basic Services	\$1,109,000	
B. Supplementary Services	<u>\$ 613,587</u>	
<i>Total Professional Services</i>		<i>\$1,722,587</i>
C. Reimbursable Budget		<u>\$ 25,000</u>
Total Contract		\$1,747,587

SCOPE OF WORK ASSUMPTIONS

- A. Geotechnical report provided by Owner.
- B. Materials testing services during construction to be provided by Owner.



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	<u>February 28, 2024</u>	Item Number:	<u>7</u>
Department:	<u>Administration</u> Trey Fletcher, City Administrator	Cost / Budget:	<u>\$59,850.00</u> Fiscal note/contingency funds
Prepared By:	<u>Quotation</u> Fiscal Note	Source of Funds:	<u>funds</u>

Subject

Discuss and consider the implementation of license plate reader cameras.

Recommendation

Staff recommend implementation of this tool to augment law enforcement resources.

Discussion

As a result of recent activity, the Police Department has been evaluating tools to augment existing law enforcement resources as force multipliers. License plate readers (LPRs) can fulfill this need and aid in resolving crimes that may be committed in the community.

Flock Cameras have been implemented in various jurisdictions in central Texas including Austin, Travis County, Pflugerville, Round Rock, Taylor, Kyle, Bee Cave, Village of Briarcliff, and Village of Point Venture among others and have proven to be an effective tool. Some jurisdictions have opted for demonstration or pilot projects prior to the full system implementation.

Flock has proposed a 2-year annual payment commitment in which year one is \$32,850.00 and year two is \$27,000.00 for a total contract commitment of \$59,850.00 based on the deployment of cameras at 9 locations within the city limits. Pricing is based on a cooperative purchasing contract through Omnia Partners.

Should discussion warrant, Flock representatives can be invited to a subsequent meeting when considering the proposal.

SOLD-TO PARTY 10539640

CITY OF WEST LAKE HILLS
911 WESTLAKE DR
WEST LAKE HILLS TX 78746-4509

SHIP-TO

CITY OF WEST LAKE HILLS
POLICE DEPT
911 WESTLAKE DR
WEST LAKE HILLS TX 78746-4509

Quotation

Quotation Number : [0227062745](#)
Document Date : 26-JAN-2024
PO Number : FLOCK SAFETY - POLICE DEPT
PO release: :
Sales Rep : Christine Ricker
Email : CHRISTINE.RICKER@INSIGHT.COM
Telephone : +15126912013
Sales Rep 2 : Jason Sawyers
Email : JASON.SAWYERS@INSIGHT.COM
Telephone : +14803667154

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Insight Assigned Carrier/Ground
Terms of Delivery : FOB DESTINATION
Currency : USD

Customer understands, accepts and agrees that this purchase is subject to Flock Safety's End User License Agreement, available at: <https://www.flocksafety.com/terms-and-conditions-eula>

TERM LENGTH: 24 Months

****MUST BE INCLUDED ON CLIENT PO****

THIS IS A 2 YEAR ANNUAL PAYMENT COMMITMENT

Year 1 - Lines 20-30 - \$32,850.00 plus applicable tax - Invoiced 100% upon issuance of PO

Year 2 - Line 30-40- \$27,000.00 plus applicable tax - Invoiced at first anniversary

Total Contract Commit - \$59,850.00 plus applicable tax

Material	Material Description	Quantity	Unit Price	Extended Price
PARTNER-MDS-PO	MANUAL PO - SALES NOTES TO PURCHASING OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03)	1	59,850.00	59,850.00
<i>Solution includes the following:</i>				
PS-IMP-STD	FLOCK GROUP STANDARD IMPLEMENTATION FEE - PROFESSIONAL SERVICES OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 848.99 Discount: 23.438%	9	650.00	5,850.00
FLCK-FALCON-2-LE	FLOCK GROUP FALCON INFRASTRUCTURE- FREE (SOLAR POWER + LTE), LICENSE PLATE RECOGNITION CAMERA WITH VEHICLE FINGERPRINT™ TECHNOLOGY + MACHINE LEARNING SOFTWARE AND REAL- TIME ALERTS FOR UNLIMITED USERS Coverage Dates: 26-JAN-2024 - 26-JAN-2025 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 3319.99 Discount: 9.638%	9	3,000.00	27,000.00

Material	Material Description	Quantity	Unit Price	Extended Price
<u>FLCK-FALCON-2-LE</u>	FLOCK GROUP FALCON INFRASTRUCTURE-FREE (SOLAR POWER + LTE), LICENSE PLATE RECOGNITION CAMERA WITH VEHICLE FINGERPRINT™ TECHNOLOGY + MACHINE LEARNING SOFTWARE AND REAL-TIME ALERTS FOR UNLIMITED USERS Coverage Dates: 27-JAN-2025 - 27-JAN-2026 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 3319.99 Discount: 9.638%	9	3,000.00	27,000.00
		Product Subtotal		54,000.00
		Services Subtotal		5,850.00
		TAX		0.00
		Total		59,850.00

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Christine Ricker
+15126912013
CHRISTINE.RICKER@INSIGHT.COM
Fax 7372473728

Jason Sawyers
+14803667154
JASON.SAWYERS@INSIGHT.COM
Fax 4807606232

To purchase under this contract, your agency must be registered with OMNIA Partners Public Sector.

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.
<https://www.insight.com/terms-and-policies>



**CITY OF WEST LAKE HILLS
FISCAL NOTE**

DATE OF COUNCIL CONSIDERATION:	2/28/2024
CITY STAFF CONTACT:	Trey Fletcher

ITEM DESCRIPTION:	Flock Cameras
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BUDGET/ACCOUNTING CODE:	Police Department 01-61561 - Capital Outlay-Flock Cameras
FUNDING SOURCE:	Contingency Cash Reserve Funds
CURRENT BUDGET:	\$500,000.00
UNENCUMBERED BALANCE:	\$500,000.00
AMOUNT OF THIS ACTION:	\$59,850.00
BUDGET AMENDMENT AMOUNT:	\$59,850.00

BUDGETARY IMPACT STATEMENT:	
This action will increase the FY2023-2024 Budget for the Police Department by \$59,850. This is a two year annual payment commitment for FY2023-2024 and FY2024-2025.	



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	<u>February 28, 2024</u>	Item Number:	<u>8</u>
Department:	<u>Administration</u> <u>Trey Fletcher, City</u>		
Prepared By:	<u>Administrator</u> <u>SpawGlass CmaR</u>	Cost / Budget:	<u>n/a</u>
Exhibits:	<u>Agreement</u>	Source of Funds:	<u>n/a</u>

Subject

Discussion and possible action to authorize the City Administrator to execute an amendment to the CMAr Contract with SpawGlass for the new municipal complex amending the insurance requirements and formalizing the previous City Council action regarding the Guaranteed Maximum Price (GMP) proposal.

Recommendation

Staff recommend approval as presented.

Discussion

Approval of this item authorizes the city administrator to draft an amendment to affect the following applicable to subcontractors. No modifications to the insurance requirements of SpawGlass are considered.

Attachment 1, Section 7 (Page 81-89) of the Agreement would be modified as reflected to incorporate exception to insurance requirements on the attached exhibit.

SpawGlass requested this consideration due to challenges experienced and feedback received when awarding bids to potential subcontractors. This amendment insures maximum participation from a qualified pool of subcontractors.

City staff and its owner representative, AGCM have reviewed the request and consider it to be reasonable. SpawGlass has already posted insurance required at the existing requirements and would not be affected.

ATTACHMENT 1

OWNER'S INSURANCE REQUIREMENTS OF CONTRACTOR

1. **Definitions.** For purposes of this Agreement:
 - 1.1 **Owner Parties.** "Owner Parties" means (a) the City of West Lake Hills, its successors and assigns, and the Engineer, (b) any officers, employees, or agents of such persons or entities, and (c) others as required by the Contract Documents, if any.
 - 1.2 **Contractor.** "Contractor" shall mean the vendor providing the service or work to be performed under this Agreement.
 - 1.3 **Subcontractor.** "Subcontractor" shall include subcontractors of any tier.
 - 1.4 **ISO.** "ISO" means Insurance Services Office.
2. **Contractor Insurance Representations to Owner Parties**
 - 2.1 It is expressly understood and agreed that the insurance coverages required herein:
 - 2.1.1 represent Owner Parties' minimum requirements and are not to be construed to void or limit the Contractor's indemnity obligations as contained in this Agreement nor represent in any manner a determination of the insurance coverages the Contractor should or should not maintain for its own protection; and
 - 2.1.2 are being, or have been, obtained by the Contractor in support of the Contractor's liability and indemnity obligations under this Agreement. Neither the requirements as to insurance to be carried as provided for herein, the insolvency, bankruptcy or failure of any insurance company carrying insurance of the Contractor, nor the failure of any insurance company to pay claims accruing, shall be held to affect, negate or waive any of the provisions of this Agreement.
 - 2.2 Failure to obtain and maintain the required insurance shall constitute a material breach of, and default under, this Agreement. If the Contractor shall fail to remedy such breach within five (5) business days after notice by the Owner, the Contractor will be liable for any and all costs, liabilities, damages and penalties resulting to the Owner Parties from such breach, unless a written waiver of the specific insurance requirement(s) is provided to the Contractor by the Owner. In the event of any failure by the Contractor to comply with the provisions of this Agreement, the Owner may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to the Contractor, purchase such insurance, at the Contractor's expense, provided that the Owner shall have no obligation to do so and if the Owner shall do so, the Contractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

3. **Conditions Affecting All Insurance Required Herein**

- 3.1 **Cost of Insurance.** All insurance coverage shall be provided at the Contractor's sole expense.
- 3.2 **Status and Rating of Insurance Company.** All insurance coverage shall be written through insurance companies authorized to do business in the state in which the work is to be performed and rated no less than A-: VII in the most current edition of A. M. Best's Key Rating Guide.
- 3.3 **Restrictive, Limiting, or Exclusionary Endorsements.** All insurance coverage shall be provided to the Owner Parties in compliance with the requirements herein and shall contain no endorsements that restrict, limit, or exclude coverage required herein in any manner without the prior express written approval of the Owner.
- 3.4 **Limits of Liability.** The limits of liability may be provided by a single policy of insurance or by a combination of primary and umbrella policies, but in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required herein.
- 3.5 **Notice of Cancellation, Nonrenewal, or Material Reduction in Coverage.** All insurance coverage shall contain the following express provision:

In the event of cancellation, non-renewal, or material reduction in coverage affecting the certificate holder, thirty (30) days prior written notice shall be given to the certificate holder by certified mail or registered mail, return receipt requested.

- 3.6 **Waiver of Subrogation.** The Contractor hereby agrees to waive its rights of recovery from the Owner Parties with regard to all causes of property and/or liability loss and shall cause a waiver of subrogation endorsement to be provided in favor of the Owner Parties on all insurance coverage carried by the Contractor, whether required herein or not.
- 3.7 **Deductible/Retention.** Except as otherwise specified herein, no insurance required herein shall contain a deductible or self-insured retention in excess of \$25,000 without prior written approval of the Owner. All deductibles and/or retentions shall be paid by, assumed by, for the account of, and at the Contractor's sole risk. The Contractor shall not be reimbursed for same.
4. **Maintenance of Insurance.** The following insurance shall be maintained in effect with limits not less than those set forth below at all times during the term of this Agreement and thereafter as required:

4.1 **Commercial General Liability Insurance**

- 4.1.1 **Coverage.** Such insurance shall cover liability arising out of all locations and operations of the Contractor, including but not limited to liability assumed under this contract (including the tort liability of another assumed

in a business contract). Defense shall be provided as an additional benefit and not included within the limit of liability.

4.1.2 Form. Commercial General Liability Occurrence form (at least as broad as an unmodified ISO CG 0001 0798 or its equivalent).

4.1.3 Amount of Insurance. Coverage shall be provided with limits of not less than:

Each Occurrence Limit	\$3,000,000
General Aggregate Limit	\$3,000,000
Product-Completed Operations Aggregate Limit	\$3,000,000
Personal and Advertising Injury Limit	\$3,000,000

4.1.4 Required Endorsements

a. Additional Insured. Additional insured status shall be provided in favor of the Owner Parties on any of the following:

- i. ISO form CG 20 10 11 85; or
- ii. ISO form CG 20 26 11 85; or
- iii. a combination of ISO forms CG 20 33 10 01 and CG 20 37 10 01; or
- iv. any form providing equivalent protection to Owner.

b. Designated Construction Project(s) Aggregate Limit. The aggregate limit shall apply separately to this Agreement through use of an ISO CG 25 03 03 97 endorsement or its equivalent.

c. Notice of Cancellation, Nonrenewal or Material Reduction in Coverage, as required in 3.5, above.

d. Personal Injury Liability. The personal injury contractual liability exclusion shall be deleted.

e. Primary and Non-Contributing Liability. It is the intent of the parties to this Agreement that all insurance required herein shall be primary to all insurance available to the Owner Parties. The obligations of the Contractor's insurance shall not be affected by any other insurance available to the Owner Parties and shall seek no contribution from the Owner Parties' insurance, whether primary, excess contingent, or on any other basis. The Contractor's insurance coverage shall be endorsed to provide such primary and non- contributing liability.

f. Waiver of Subrogation, as required in 3.6, above.

4.1.5 Continuing Commercial General Liability Insurance. The Contractor shall maintain such insurance in identical coverage, form and amount, including required endorsements, for at least one (1) year following Date of Substantial Completion of the Work to be performed under this Agreement. The Contractor shall provide written representation to Owner stating Work completion date.

4.2 **Auto Liability Insurance**

- 4.2.1 Coverage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned).
- 4.2.2 Form. Business Auto form (at least as broad as an unmodified ISO CA 0001 or its equivalent).
- 4.2.3 Amount of Insurance. Coverage shall be provided with a limit of not less than \$3,000,000.
- 4.2.4 Required Endorsements
 - a. Notice of Cancellation, Nonrenewal or Material Reduction in Coverage, as required in 3.5, above.
 - b. Waiver of Subrogation, as required in 3.6, above.

4.3 **Employer's Liability Insurance**

- 4.3.1 Coverage. Employer's Liability Insurance shall be provided as follows:
- 4.3.2 Amount of Insurance. Coverage shall be provided with a limit of not less than:

Employer's Liability: \$1,000,000 each accident and each disease.
- 4.3.3 Required Endorsements
 - a. Notice of Cancellation, Nonrenewal or Material Reduction in Coverage, as required in 3.5, above.
 - b. Waiver of Subrogation, as required in 3.6, above.

4.4 **Umbrella Liability Insurance**

- 4.4.1 Coverage. Such insurance shall be excess over and be no less broad than all coverages described above and shall include a drop-down provision for exhaustion of underlying limits.
- 4.4.2 Form. This policy shall have the same inception and expiration dates as the commercial general liability insurance required above.
- 4.4.3 Amount of Insurance. Coverage shall be provided with a limit of not less than \$5,000,000.
- 4.4.4 Continuing Umbrella Liability Insurance. The Contractor shall maintain such insurance in identical coverage, form and amount, including required endorsements, for at least one (1) year following Date of Substantial Completion of the Work to be performed under this Agreement. The Contractor shall provide written representation to the Owner stating Work completion date.

4.5 **Professional Liability Insurance**

- 4.5.1 **Coverage.** The Contractor shall provide professional liability insurance for any professional design or engineering drawing required by the work. Such insurance shall indemnify the Owner from claims arising from the negligent performance of professional services of any type, including but not limited to design or design/build services as part of the Work to be performed.
- 4.5.2 **Form.** This insurance shall include prior acts coverage sufficient to cover all services rendered by the Contractor and by its consultants under this Agreement. It is recognized that this coverage may be provided on a Claims-Made basis.
- 4.5.3 **Amount of Insurance.** Coverage shall be provided with a limit of not less than \$1,000,000.
- 4.5.4 **Continuing Professional Liability Insurance.** The Contractor shall maintain such insurance in identical coverage, form and amount for at least one (1) year following Date of Substantial Completion of the Work to be performed under this Agreement. The Contractor shall provide written representation to the Owner stating Work completion date.

4.6 **Builder's Risk**

- 4.6.1 **Insureds.** Insureds shall include:
- a. Owner, General Contactor and all Loss Payees and Mortgagees as Named Insureds; and
 - b. subcontractors of all tiers in the Work as Additional Insureds.
- 4.6.2 **Covered Property.** Such insurance shall cover:
- a. all structure(s) under construction, including retaining walls, paved surfaces and roadways, bridges, glass, foundation(s), footings, underground pipes and wiring, excavations, grading, backfilling or filling;
 - b. all temporary structures (e.g., fencing, scaffolding, cribbing, false work, forms, site lighting, temporary utilities and buildings) located at the site;
 - c. all property including materials and supplies on site for installation;
 - d. all property including materials and supplies at other locations but intended for use at the site;
 - e. all property including materials and supplies in transit to the site for installation by all means of transportation other than ocean transit; and
 - f. other Work at the site identified in the Agreement to which this Exhibit is attached.

Form

- a. Coverage shall be at least as broad as an unmodified ISO Special form, shall be provided on a completed-value basis, and shall be primary to any other coverage insurance available to the insured parties, with that other insurance being excess, secondary and non-contributing.
- b. No protective safeguard warranty shall be permitted.
- c. Required coverage shall further include:
 - i. Additional expenses due to delay in completion of project (where applicable) \$ TBD
 - ii. Agreed value Included without sublimit
 - iii. Damage arising from error, omission or deficiency in construction methods, design, specifications, workmanship or materials, including collapse Included without sublimit
 - iv. Debris removal additional limit 25% of direct damage loss
 - v. Earthquake (where applicable) \$ TBD
 - vi. Earthquake sprinkler leakage (where applicable) \$ TBD
 - vii. Expediting expenses \$ TBD
 - viii. Flood (where applicable) \$ TBD
 - ix. Freezing Included without sublimit
 - x. Mechanical breakdown, including hot & cold testing (where applicable) Included without sublimit
 - xi. Notice of cancellation, non-renewal or material reduction – 60 days prior written notice to each insured Included
 - xii. Occupancy clause, as required in F, below Included
 - xiii. Ordinance or law Included without sublimit
 - xiv. Pollutant clean-up and removal \$ TBD
 - xv. Preservation of property Included without sublimit
 - xvi. Replacement cost Included
 - xvii. Theft Included without sublimit
 - xviii. Waiver of subrogation as required in G, below. Included

4.6.3 Amount of Insurance. Coverage shall be provided in an amount equal at all times to the full replacement value and cost of debris removal for any single occurrence.

4.6.4 Deductibles. Deductibles shall not exceed the following:

- | | | |
|----|---|---|
| a. | All Risks of Direct Damage, Per Occurrence, except | \$5,000 |
| b. | Delayed Opening Waiting Period | 5 Days |
| c. | Flood, Per Occurrence | \$25,000 or excess of NFIP if in Flood Zone A, B or V |
| d. | Earthquake and Earthquake Sprinkler Leakage, Per Occurrence | \$25,000 |

4.6.5 Termination of Coverage. The termination of coverage provision shall be endorsed to permit occupancy of the covered property being constructed so long as such occupancy does not exceed 20% of the usable area of the property. This insurance shall be maintained in effect, unless otherwise provided for in the Contract Documents, until the earliest of the following dates:

- a. the date on which all persons and organizations who are insureds under the policy agree that it shall be terminated;
- b. the date on which final payment, as provided for in the Agreement to which this Exhibit is attached, has been made; or
- c. the date on which the insurable interests in the Covered Property of all insureds other than Contractor have ceased.

4.6.6 Waiver of Subrogation. The waiver of subrogation provision shall be endorsed as follows:

- a. A waiver of subrogation shall be provided in favor of all insureds.
- b. The waiver of subrogation provisions shall be endorsed as follows:

Should a covered loss be subrogated, either in whole or in part, your rights to any recovery will come first, and we will be entitled to a recovery only after you have been fully compensated for the loss.

5. Intentionally left blank.

6. **Evidence of Insurance**

- 6.1 Provision of Evidence. Evidence of the insurance coverage required to be maintained by the Contractor, represented by certificates of insurance, evidence of insurance, and endorsements issued by the insurance company or its legal agent, and must be furnished to the Owner prior to commencement of Work and not later than fifteen (15) days after receipt of this Agreement. New certificates of insurance, evidence of insurance, and endorsements shall be provided to the Owner prior to the termination date of the current certificates of insurance, evidence of insurance, and endorsements.

6.2 Form

- 6.2.1 All property insurance required herein shall be evidenced by ACORD form 28, "Evidence of Property Insurance".
- 6.2.2 All liability insurance required herein shall be evidenced by ACORD form 25, "Certificate of Insurance".

6.3 Specifications. Such certificates of insurance, evidence of insurance, and endorsements shall specify:

- 6.3.1 The Owner as a certificate holder with correct mailing address.
- 6.3.2 Insured's name, which must match that on this Agreement.
- 6.3.3 Insurance companies affording each coverage, policy number of each coverage, policy dates of each coverage, all coverages and limits described herein, and signature of authorized representative of insurance company.
- 6.3.4 Producer of the certificate with correct address and phone number listed.
- 6.3.5 Additional insured status required herein.
- 6.3.6 Amount of any deductibles and/or retentions.
- 6.3.7 Cancellation, non-renewal and material reduction in coverage notification as required by this Agreement. Additionally, the words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon Company, its agents or representatives" shall be deleted from the cancellation provision of the ACORD 25 certificate of insurance form.
- 6.3.8 Designated Construction Project Aggregate Limits required herein.
- 6.3.9 Personal Injury contractual liability required herein.
- 6.3.10 Primary and non-contributing status required herein.
- 6.3.11 Waivers of subrogation required herein.

6.4 Required Endorsements. A copy of each of the required endorsements shall also be provided.

6.5 Failure to Obtain. Failure of any Owner Party to demand such certificate or other evidence of full compliance with these insurance requirements or failure of any Owner Party to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Contractor's obligation to maintain such insurance.

6.6 Certified Copies. Upon request of any Owner Party, the Contractor shall provide to the Owner a certified copy of all insurance policies required herein within ten (10) days of any such request. Renewal policies, if necessary, shall be delivered to the Owner prior to the expiration of the previous policy.

6.7 Commencement of Work. Commencement of Work without provision of the required certificate of insurance, evidence of insurance and/or required endorsements, or without compliance with any other provision of this Agreement, shall not constitute a waiver by any Owner Party of any rights. The Owner shall have the right, but not the obligation, of prohibiting the Contractor or any subcontractor from performing any Work until such certificate of insurance, evidence of insurance and/or required endorsements are received and approved by the Owner.

7. **Insurance Requirements of Contractor's Subcontractors**

- 7.1 Insurance similar to that required of the Contractor shall be provided by all subcontractors (or provided by the Contractor on behalf of subcontractors) to cover operations performed under any subcontract agreement. The Contractor shall be held responsible for any modification in these insurance requirements as they apply to subcontractors. The Contractor shall maintain certificates of insurance from all subcontractors containing provisions similar to those listed herein (modified to recognize that the certificate is from subcontractor) enumerating, among other things, the waivers of subrogation, additional insured status, and primary liability as required herein, and make them available to the Owner upon request.
- 7.2 The Contractor is fully responsible for loss and damage to its property on the site, including tools and equipment, and shall take necessary precautions to prevent damage to or vandalism, theft, burglary, pilferage and unexplained disappearance of property. Any insurance covering the Contractor's or its subcontractor's property shall be the Contractor's and its subcontractor's sole and complete means of recovery for any such loss. To the extent any loss is not covered by said insurance or subject to any deductible or co-insurance, the Contractor shall not be reimbursed for same. Should the Contractor or its subcontractors choose to self insure this risk, it is expressly agreed that the Contractor hereby waives, and shall cause its subcontractors to waive, any claim for damage or loss to said property in favor of the Owner Parties.

8. **Use of the Owner's Equipment.** The Contractor, its agents, employees, subcontractors or suppliers shall use the Owner's equipment only with express written permission of the Owner's designated representative and in accordance with the Owner's terms and condition for such use. If the Contractor or any of its agents, employees, subcontractors or suppliers utilize any of the Owner's equipment for any purpose, including machinery, tools, scaffolding, hoists, lifts or similar items owned, leased or under the control of the Owner, the Contractor shall defend, indemnify and be liable to the Owner Parties for any and all loss or damage which may arise from such use.
9. **Release and Waiver.** The Contractor hereby releases, and shall cause its subcontractors to release, the Owner Parties from any and all claims or causes of action whatsoever which the Contractor and/or its subcontractors might otherwise now or hereafter possess resulting in or from or in any way connected with any loss covered by insurance, whether required herein or not, or which should have been covered by insurance required herein, including the deductible and/or uninsured portion thereof, maintained and/or required to be maintained by the Contractor and/or its subcontractors pursuant to this Agreement.

Subcontractor Insurance Requirements proposed

		Existing	Proposed
Section 4.1.0	Each Occurrence Limit	\$3,000,000.00	\$1,000,000.00
Section 4.1.1	General Aggregate Limit	\$3,000,000.00	\$2,000,000.00
Section 4.1.2	Product-Completed Operations Aggregate Limit	\$3,000,000.00	\$2,000,000.00
Section 4.1.3	Personal and Advertising Injury Limit	\$3,000,000.00	\$1,000,000.00
Section 4.2	Auto Liability Insurance	\$3,000,000.00	\$1,000,000.00
Section 4.4	Umbrella Liability Insurance	\$5,000,000.00	\$3,000,000.00