



CITY OF WEST LAKE HILLS, TEXAS
NOTICE OF CITY COUNCIL REGULAR MEETING
Wednesday, September 28, 2022 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 28 day of September 2022 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:

Due to the COVID-19 status in Travis County, any citizens or applicants that wish to speak at the meeting are encouraged to attend virtually, as the number of people in the chambers will be limited due to physical distancing. Facial Coverings are not required, but highly recommended, and will be available for any that need one.

Join Zoom Meeting:

<https://us02web.zoom.us/j/3499549035>

Meeting ID: 349 954 9035

If you wish to listen to the meeting 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 September 28, 2022.

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 September 14, 2022 Regular Meeting Minutes

4. Proclamation Mayor to proclaim October 5, 2022 as World Teachers Day
5. Administration Discuss and consider action to approve a professional services agreement with AG|CM in the amount of \$524,431.00 pursuant to the Request for Qualifications for Owner's Project Representative in support of Proposition A of the 2021 Bond Projects and authorize the City Administrator to execute the same.
6. Administration Discuss and consider action to approve a professional services agreement with WSB in the amount of \$376,259.00 pursuant to the Request for Qualifications for Owner's Project Representative in support of Proposition B of the 2021 Bond Projects and authorize the City Administrator to execute the same.
7. Administration Discuss and consider action to approve a professional services agreement with Brinkley Sargent Wiginton (BSW) in the amount of \$1,747,587.00 for the design of the new municipal complex and authorize the City Administrator to execute the same.
8. Executive Session Convene into executive session under Section 551.071 of the Texas Government Code and Texas Disciplinary Rules of Professional Conduct Section 1.05 for consultation with attorney regarding:
 - a. Pending litigation on case D-1-GN-21-002632; Moore et al. v. City of West Lake Hills, 98th Judicial District Court, Travis County, Texas;
9. Executive Session Reconvene into open session and take action if and as deemed appropriate in the City Council's discretion regarding consultations with attorney.
10. Adjournment

Approved by: Linda Anthony, Mayor

Certificate

I certify that the above Notice of the September 28, 2022 City Council Regular Meeting was posted on the bulletin board at the Municipal Building, 911 Westlake Drive, West Lake Hills, Texas on Friday, September 23, 2022 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 accommodations 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, September 14, 2022 at 7:00 PM

1. Call to Order

With a quorum present, Mayor Anthony called the meeting to order at 7:00 p.m.

CITY COUNCIL PRESENT:

Mayor Linda Anthony
Rhonda McCollough
Brian Plunkett
Beth South
Darin Walker

CITY STAFF PRESENT:

Director of BDS Ashby Grundman
City Secretary Terry Blanchard
Chief of Police Scott Gerdes
City Attorney Patty Akers

4. Ceremonial Ceremonial Oath of Office for Police Officers Irmalinda Lopez and Brandon Muniz.

Mayor Anthony administered Oath of Office for Officer Lopez and Officer Muniz.

5. Administration Receive a presentation by Travis County ESD No. 9 regarding the department's new Public Protection Classification rating.

Fire Chief David Wilson gave a brief presentation. Class 2 rating was effective as of September 1, 2022.

6. Proclamation Proclamation declaring September 2022 as National Preparedness Month in the City of West Lake Hills.

Proclamation was presented to Fire Chief Wilson.

Council recessed at 7:16 p.m.

Council reconvened at 7:25 p.m.

8. Land Use **902 Yaupon Valley:** Discuss and consider action on a variance request for the removal of three trees with trunk diameters of 14" or greater and a driveway setback encroachment. (Sections 22.03.304 and 22.03.175 of the West Lake Hills Code). Applicant Jerry Hooker, Yaupon Valley 902, LLC.

DUAL ACTION ITEM

MOTION: Upon a motion made by Councilmember Walker and a second by Councilmember South, the Council voted four (4) for and none (0) opposed to deny the variance request for the removal of three trees with trunk diameters of 14" or greater. Motion carried.

Council recessed at 7:26 p.m.

Council reconvened at 7:47 p.m.

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 matters not listed on the agenda until a future meeting. 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.

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 August 24, 2022 Regular Meeting Minutes.
 - b. Approval of the FY 23 Holiday Schedule.
 - c. Approval of fourth renewal of Interlocal Agreement for Public Health Services.
 - d. Approval of an ordinance designating the official newspaper for the City of West Lake Hills.

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

7. Land Use 707 Butler Cove: Discuss and consider action on the removal of fifteen trees with trunk diameters of fourteen inches or greater, accessory structure in a side building setback and cut and fill in a setback. (Sections 22.03.304, 22.03.281 and 22.03.170 of the West Lake Hills Code.) Applicant Justin Zucarelli.

DUAL ACTION ITEM

Item was withdrawn. Requestor rescinded the variance requests.

9. Resolution Discuss and consider action on a resolution regarding the ballistic shield grant.

Chief Gerdes gave a brief summary.

MOTION: Upon a motion made by Councilmember McCollough and a second by Councilmember Walker, the Council voted four (4) for and none (0) opposed to

approve the resolution as presented. Motion carried.

10. Administration Discuss and consider action to cast votes for the election of Places 6-9 of the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool (TMLIRP) and to designate an Authorized Official to submit the official ballots.

The City Administrator recommends the following: Place 6 - Allison Heyward; Place 7 - Mary Dennis; Place 8 - Mike Land; and Place 9 - Opal Mauldin-Jones.

MOTION: Upon a motion made by Councilmember Plunkett and a second by Councilmember South, the Council voted four (4) for and none (0) opposed to approve the City Administrator recommendations and authorize the City Secretary to submit the ballots to TMLIRP. Motion carried.

11. Executive Session Convene into executive session under Section 551.071 of the Texas Government Code and Texas Disciplinary Rules of Professional Conduct Section 1.05 for consultation with attorney regarding:
- a. Pending litigation on case D-1-GN-21-002632; Moore et al. v. City of West Lake Hills, 98th Judicial District Court, Travis County, Texas;
 - b. Litigation in Cause No. 2019-03-2-01; City of West Lake Hills v. Jaff Ventures, LLC: Douglas Jaffe III, and 1405 Wildcat Hollow, West Lake Hills, Texas, Defendants and Cause No. D-1-GN-19-007546; City of West Lake Hills, Plaintiff v. Jaff Ventures, LLC and Douglas Jaffe III; and
 - c. Pending litigation in Cause No. D-1-GN-21-007357; Alvarez v. City of West Lake Hills Board of Adjustment, 200th District Court, Travis County Texas - 1505 Wildcat Hollow.

Council convened into Executive Session at 7:58 p.m.

12. Executive Session Reconvene into open session and take action if and as deemed appropriate in the City Council's discretion regarding consultations with attorney.

Council reconvened into Open Session at 8:08 p.m. No action was taken.

13. Adjournment

MOTION: Upon a motion made by Councilmember McCollough and a second by Councilmember Walker, the Council voted four (4) for and none (0) opposed to adjourn the meeting at 8:08 p.m. Motion carried.

Respectfully submitted,

LINDA ANTHONY, MAYOR

ATTEST:

Terry Blanchard, TRMC
City Secretary

These minutes were approved on _____, 20____.



Proclamation of the Mayor of the City of West Lake Hills, Texas

Whereas, the City of West Lake Hills appreciates the services of teachers for their role and importance in the development of students and society; and

Whereas, the City recognizes that the services of teachers and their contributions to education should be acknowledged on a regular basis; and

Whereas, World Teachers' Day provides an occasion for everyone to pay tribute to our teachers and learn more about their profession; and

Whereas, our community recognizes the need to attract more bright young minds towards the teaching profession; and

Whereas, the World Teachers Day theme for 2022, "The transformation of education begins with teachers," was presented by the United Nations (UNESCO) in respect to our teachers and their determined and diligent efforts in the crucial stages of the Covid pandemic.

Now, Therefore, I, Linda Anthony, Mayor of West Lake Hills, do recognize October 5, 2022 as

World Teachers Day

and encourage members of our community to personally express appreciation to our teachers and display a light blue ribbon outside your homes or businesses the week of October 5th as a symbol of support for our West Lake Hills educators.

In witness thereof, I have hereto set my hand and cause the seal of the City of West Lake Hills to be affixed on this the 28th day of September 2022.

Linda Anthony

Linda Anthony, Mayor



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	<u>September 28, 2022</u>	Item Number:	<u>5</u>
Department:	<u>Administration</u>		
Prepared By:	<u>Trey Fletcher</u> <u>Professional Services</u> <u>Contract</u>	Cost / Budget:	<u>\$524,431.00</u>
Exhibits:	<u>Interview Presentation</u>	Source of Funds:	<u>2022 GO Bond Funds</u>

Subject

Discuss and consider action to approve a professional services contract with AG|CM in the amount of \$524,431.00 pursuant to the Request for Qualifications for Owners Project Representative in support of Proposition A of the 2021 Bond Projects and authorize the City Administrator to execute the same.

Recommendation

Staff recommends approval of the professional services contract with AG|CM for the Owner's Project Representative Proposition A related to the municipal complex.

Discussion

Voters in West Lake Hills approved Proposition A in November 2021. Proposition A included \$13.2 million for constructing, acquiring, improving, renovating, expanding, and developing a new municipal complex (City Hall and Police Building) and related infrastructure.

A Request for Qualifications (RFQ) was released for owner's project representative in support of the 2021 Bond Program. Seven (7) responses were received and subsequently evaluated. Staff interviewed three (3) shortlisted firms and recommend AG|CM as the Owner's Project Representative for the Proposition A 2021 Bond Project (Municipal Complex). Another firm is recommended for Proposition B.

AG|CM was reviewed and determined to be the most qualified firm and have the most tangible experience when it comes to managing city hall projects that also include police. A few of the projects they have worked on include the City of Kyle Public Safety Headquarters, City of San Antonio City Hall, City of Converse City Hall and City of Cedar Park City Hall. Their team also includes an advisor on Public-Private Partnerships (P3) which can help the city maximize opportunities for both the new Municipal Complex and the existing site.

Under this contract, AG|CM will be representing the City and augmenting staff resources to deliver the project in all phases of the project including pre-construction, construction and closeout. Limited scope considers evaluation of public private partnership (P3) opportunities to bridge the funding gap and maximize opportunities in a creative way for project delivery and revenue creation from the existing city hall location on Westlake Drive.

Per the architect's schedule, project completion is anticipated in early 2025.

Approved By					
Department Head		Signature		Date	
		Signature		Date	
City Administrator					



CITY OF WEST LAKE HILLS

OWNER'S PROJECT REPRESENTATIVE SERVICES IN SUPPORT OF 2021 BOND PROJECTS

AG|CM, INC.

West Lake Hills City Hall and Police Building – City Hall Entry / Outdoor Area



Meet the Team



Ryan Rosborough, CCM, CQM-C

Project Principal

- 18+ years of experience managing multiple programs
- Oversees client relations and ensures client satisfaction
- Manages operations, staffing programs and projects
- Oversees programs and projects
- Provides individual program and project support as needed



Bart Kleiman, AIA

Senior Project Manager

- Austin-area resident
- Involved in variety of private and public projects
- In-House UT Owner's Rep for 22 Years
- Registered Architect with over 37 years of experience



David Harding, CCM, CQM-C

Project Manager / QA Inspections

- Austin-area resident
- 15+ years of experience as project manager, construction manager, and quality assurance inspector
- Interprets plans and specification
- Certified Construction Manager (CCM)
- Construction Quality Management for Contractors (CQM-C)



Samuel Franco, MSCE

P3 Advisor

- Austin-area resident
- Local P3 experience across Central Texas
- 8+ years horizontal experience including heavy highway
- 15 years experience in P3 space
- Former Director of P3 Center of Excellence for State of Texas (TFC)



26

NUMBER OF YEARS
PROVIDING
CONSTRUCTION-RELATED
SERVICES

\$15B+

CONSTRUCTION VALUE OF
PROJECTS AG|CM HAS
WORKED ON

25+

NUMBER OF CITIES AG|CM
HAS PROVIDED
CONSTRUCTION-RELATED

Who We Are

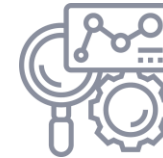
AG|CM is a premier Texas-based Professional Services consulting firm specializing in:



Construction Project
Management Experience



Estimating and Cost
Control During Design



Value Engineering/
Management



QA/QC and Inspection
During Construction

Founded in 1996 on the principles of Integrity, Professionalism, Leadership, and Loyalty in service to our clients

Through all phases of the project, AG|CM's dedicated professionals consistently work on your behalf.

Program Understanding

Our Understanding of the program:

- **\$25M Bond**
- **\$11.8M for horizontal projects – anticipated to be CSP**
- **\$13.2M City hall/police facility – anticipated to be CMAR**
- **Gap between bond and actual cost of the facility**
- **Church on site to be demolished**
- **20,000SF building to allow room for growth**



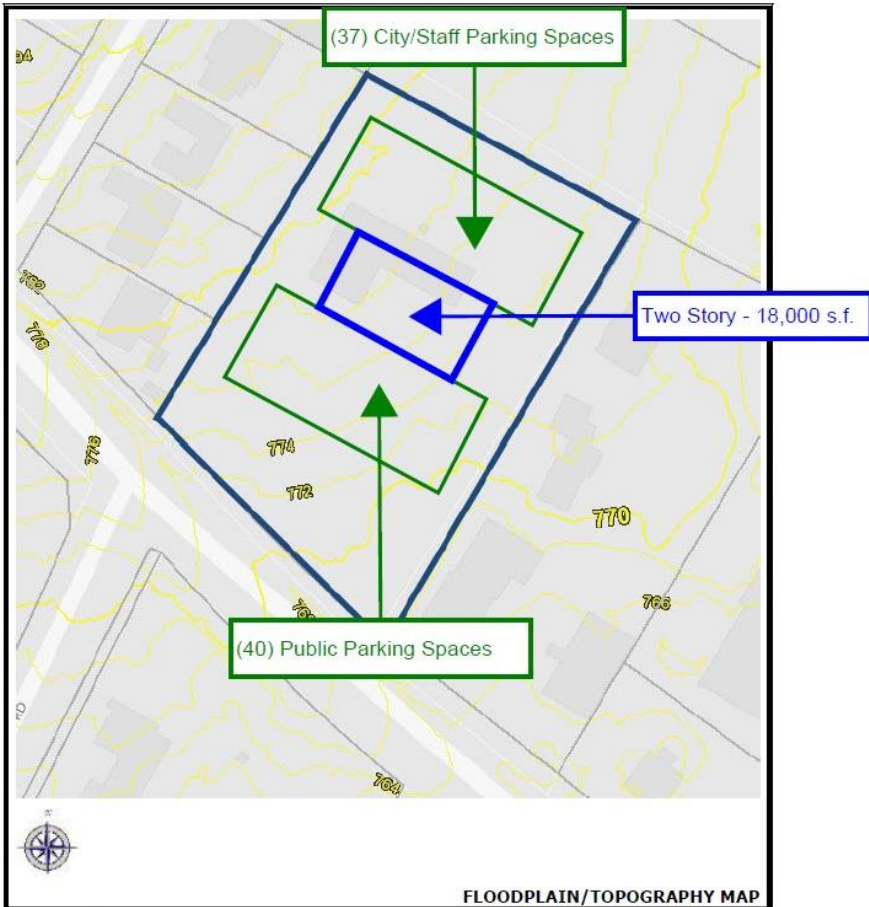
Recommendations for Scope, Fee, and Schedule

Review and analyze the attached scope, fee and schedule proposal from Brinkley Sargent Wiginton (BSW) and provide recommendations to the panel.

Two Story Option

FAITH BIBLE CHURCH

SITE DESCRIPTION AND ANALYSES



Scope:

- 2-story building cheaper per SF and allows for growth
- Added expense of a separate non-conditioned support building

Fee (Budget):

- Insufficient allowance for inflation
- Cost estimate on low-end
- A/E basic service fee inconsistent between contract and budget

Schedule:

- Schedule more in line with CSP
- Permitting allotment
- Schedule missing CMAR procurement, demolition, abatement, Geotech, and materials testing

Anticipated Issues

The proposed site for the new municipal complex is 4010 Bee Cave Road. Staff is interested in relocating the existing driveway to yield a four-way intersection with Camp Craft Road. This concept has the support of the TxDOT Area Office. However, shifting the driveway to the west is not without challenges or additional expense. Significant buried infrastructure will likely result in increased costs, closer proximity to adjacent single-family residential lots and removal of trees may also draw the ire of residents. Please describe your approach to manage this issue in collaboration with the Owner regarding **cost/benefit and safety considerations**.

Challenges of shifting drive-way to align with intersection

- Adjacent neighbors
- Tree removal consideration
- Emergency vehicle consideration

Mitigation

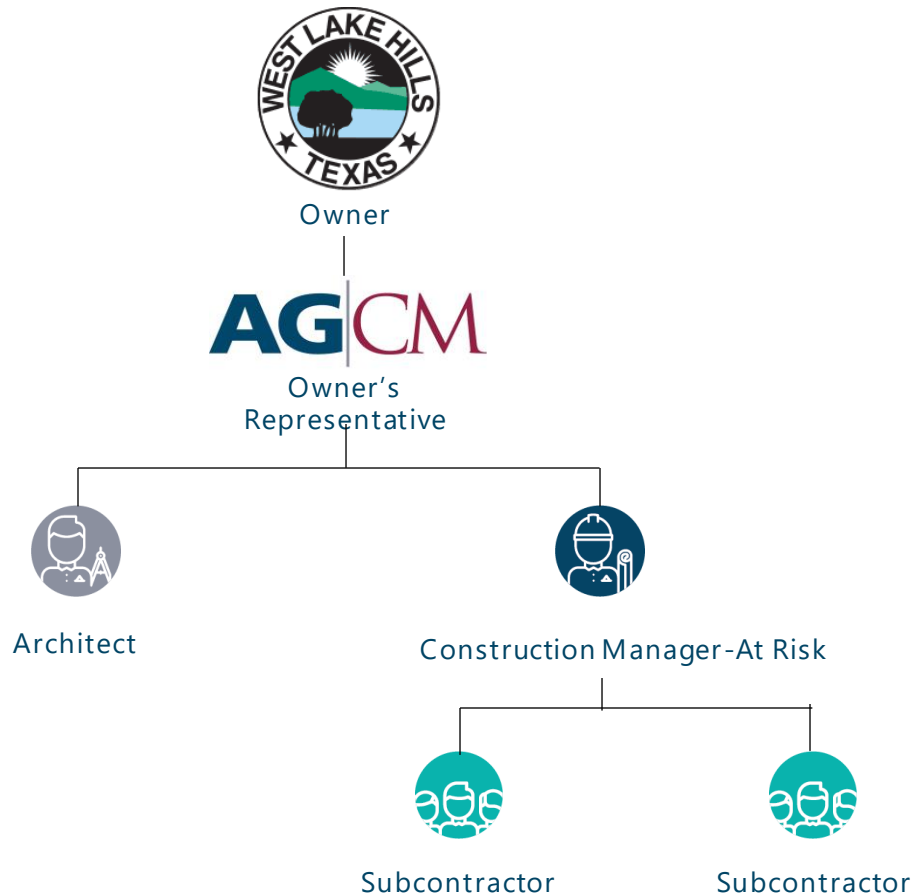
- Collaboration with neighbor
- Tree Study
- Maintain Buffer/Privacy to Neighbors as possible
- Vegetation Strips, Fencing, Noise Reduction, Trees, etc.



Delivery Method

Please describe your experience and capacity to advise the Owner regarding prudent steps to evaluate **project delivery methods**, revenue generation and community benefit for both the existing location and proposed location.

Construction Manager at Risk Delivery Method



BENEFITS

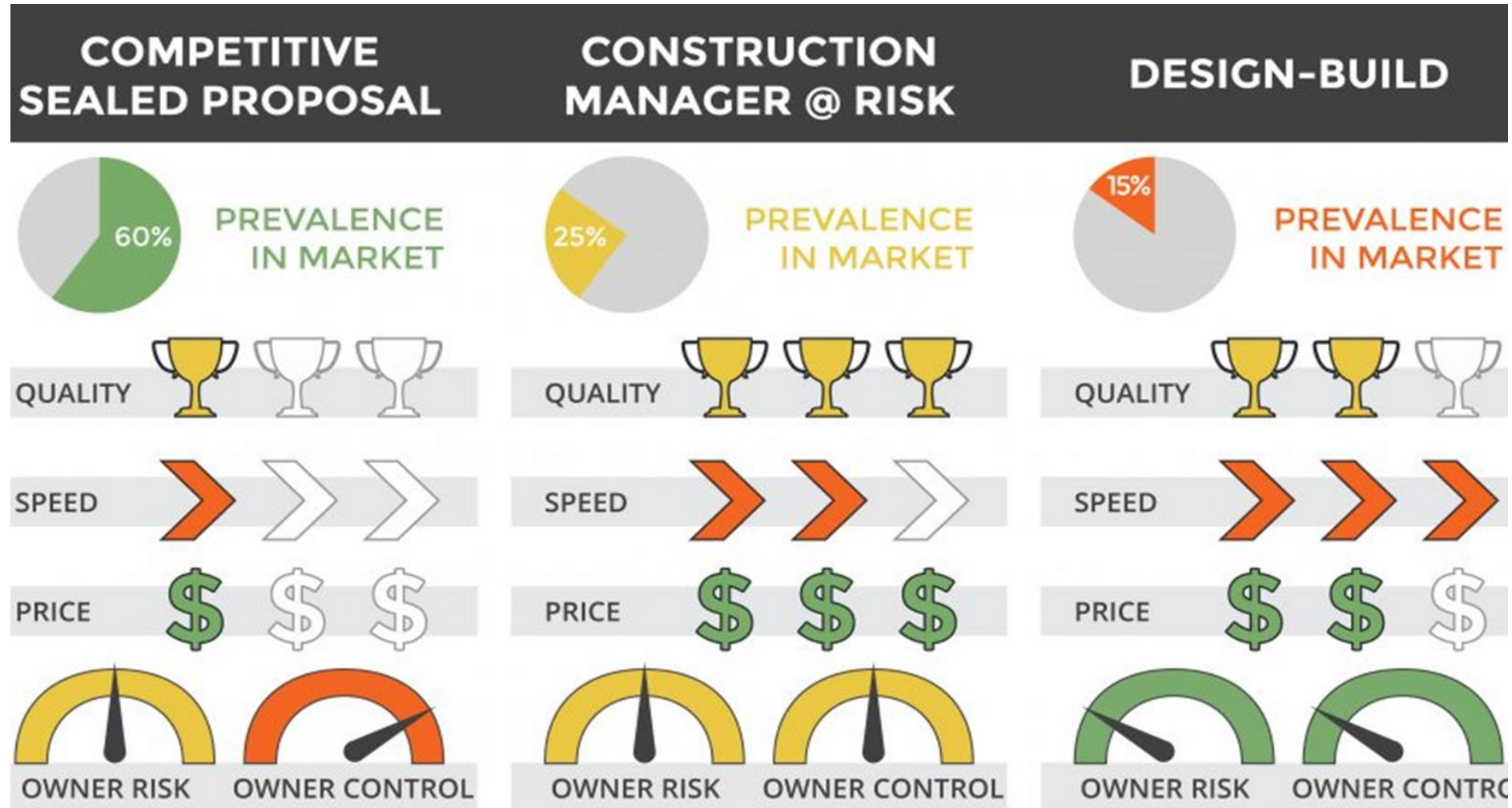
- Qualification-based CMAR selection
- CMAR provides construction input during design
- Construction cost established earlier in the process
- Potential time savings from overlap of design and construction
- Potential for higher quality
- Greater collaboration

CONSIDERATIONS

- Potential conflict of interest in CMAR's dual role as consultant and independent contractor
- Must clearly define basis for CMAR compensation
- Must clearly define how and when GMP is set
- Requires expertise to define and evaluate the GMP, assumptions, and contingencies
- Potential premium paid for expedited process

Delivery Method - Continued

Please describe your experience and capacity to advise the Owner regarding prudent steps to evaluate **project delivery methods**, revenue generation and community benefit for both the existing location and proposed location.



Revenue Generation and Community Benefit

Please describe your experience and capacity to advise the Owner regarding prudent steps to evaluate project delivery methods, **revenue generation** and **community benefit** for both the existing location and proposed location.

Revenue Generation

- Understand the value of the existing municipal complex for the benefit of the bond project and the city over time
- Determine how best to monetize for the benefit of the bond project and the city over time
- Help city determine best outcome over long term

Community Benefit

- Public Input

Procurement / Delivery Option Analysis

- Risk Analysis
- Cost/Potential Funding Sources
- Schedule
- Project Goals – setting and alignment



Procurement

Please articulate your approach and any creative/preliminary recommendations to **generate additional bid interest** and mitigate real or perceived challenges to performing street and drainage projects in the community. Additionally, please address how you would preliminarily propose to collaborate with the Owner and contractor to minimize adjacent property owner considerations in all stages (design thru project close) of street and drainage projects.



- **Procurement problems across Texas**
 - Rise in Material Escalation Costs & Supply Chain Induced Delays , Bid Challenges
 - Rise in number of projects available to GC's for Bid
- **Make the Project Appetizing**
 - Constructability Reviews, Clean Documents, Biddable Drawings
 - Delivery Method consideration:
 - CMAR: Integrated Delivery & Collaboration on Budget, Schedule & Quality
 - Design-Build: Speedier Process, Single Point of Responsibility, Owner Spec
 - Considerations for Contingencies (Owner, Escalation & CM)
 - Lean on Relationships
 - Safeguarding public funds - money spent early is never wasted
- **Local Experience – we KNOW the local subcontractors**
 - Must market this project to bidders
 - Timely bid the projects
 - Ensure its on everyone's calendar

Perceived Challenges

Please articulate your approach and any creative/preliminary recommendations to generate additional bid interest and mitigate real or **perceived challenges to performing street and drainage projects** in the community. Additionally, please address how you would preliminarily propose to collaborate with the Owner and contractor to minimize adjacent property owner considerations in all stages (design thru project close) of street and drainage projects.

- **Schedule is key**
 - Weather considerations
 - Traffic Consideration
 - Resident Considerations – good neighbor
- **Public Outreach**
 - Give community advanced notice
 - No surprises
- **Coordination with TxDOT and TCEQ**
 - Edwards Aquifer Recharge Zone
 - Groundwater pollution control is critical
 - More stringent SWPPP requirements
 - Coordination of Tree impact mitigation
 - Retain as many trees as possible
 - City ordinance



Community Outreach

Please articulate your approach and any creative/preliminary recommendations to generate additional bid interest and mitigate real or perceived challenges to performing street and drainage projects in the community. Additionally, please address how you would preliminarily propose to **collaborate with the Owner and contractor to minimize adjacent property owner considerations** in all stages (design thru project close) of street and drainage projects.

Challenges/Opportunities

No Surprises

- Advanced notification of construction activities
- Realistic expectations in the community for construction impacts
- Accountability
- Good Neighbors

Accessible & Available Staff

- AG|CM staff dedicated to outreach
- Assist in engaging public throughout construction
- Contact information widely distributed and available

Responsive & Timely Communication

- Regular Updates – newsletters, town halls, mobile app, etc.
- Multiple ways to get in touch with Project Team - email, phone, etc.
- Handle all inquiries in a TIMELY MANNER and reduce impact to City of West Lake Hills

AG|CM Municipal Experience

Please elaborate on key components within your SOQ regarding **your experience** and means and methods to assure that the projects are delivered on time and within budget and a best value to the City.

750+

NUMBER OF
PROJECTS
ESTIMATED BY
AG|CM

25+

NUMBER OF
MUNICIPALITIES AG|CM
HAS PROVIDED PM-
RELATED SERVICES FOR

Similar Experience

- Pflugerville City Hall (potential P3)
- Bexar County S. Hausman Rd
- Cedar Park City Hall Complex
- Kyle Public Safety Headquarters
- San Antonio Historic City Hall Renovation
- Brazoria County Justice Center Expansion
- Converse City Hall
- Corpus Christi Roadway Projects
- Fort Bend County Justice Center Expansion
- Fort Bend County Sheriff's Office
- Midtown Park (P3)
- Katy Boardwalk (P3)

AG|CM Means and Methods

Please elaborate on key components within your SOQ regarding your experience and **means and methods** to assure that the projects are delivered on time and within budget and a best value to the City.

Key Components

- In-House Preconstruction Services
 - Real time cost estimating
 - Constructability Review
 - Schedule Forensics
- Communication
 - On-Site presence
- Transparency through PM Software
 - Procore
- Collaboration
 - Team work is imperative



Conclusion



Value to the Owner

Why Hire AG|CM

- In-House Preconstruction Team
- We exist solely for the benefit of you, the owner. Decisions are made with the owner in mind, not profit margins.
- Boots on the ground.
- There is never only ONE solution.
- Familiarity with the Team.
- Our Team has local Austin-area experience and P3 experience.

"AG|CM was crucial in maximizing budget to achieve success on these projects by performing Value Engineering and creative ideas on cost savings from previous experience on relevant projects. The Fire Station is a critical facility to the City and needed to meet the current and future needs of the Department and our citizens."

Mrs. LeAnn Piatt

City Manager, City of Commerce

Thank you!

Questions?

Ryan Rosborough, Vice President
rrosborough@agcm.com

Bart Kleiman, Senior Project Manager

bkleiman@agcm.com

David Harding, Project Manager / QA Inspections

dharding@agcm.com

Samuel Franco, P3 Advisor
samuel@infraveststrategies.com

www.agcm.com

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 _____ day of _____, 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 AG|CM, Inc. ("Consultant"), whose address is 900 South First St, Suite 407, Austin , Texas 78704.

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 professions, both public and private, currently practicing in the same locality under similar conditions, including reasonable, informed judgments and prompt, timely action who provide construction management services for owners. 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 this Agreement ("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.

Except as provided within the scope of work attached herein Exhibit A, the Consultant will not be responsible for, nor does the Consultant control, the means, methods, techniques, sequences and procedures of construction or design for the Project. The Consultant expressly is not charged with inspecting all work of all trades and is not responsible for the selection or inspecting any materials provided to the Project. The Consultant expressly is not charged with reviewing invoices for materials and labor submitted to the general contractor to determine reasonable costs charged. It is understood that the Consultants action in providing quality review under this Agreement is a service of the Consultant for the sole benefit of the City.. No action taken by the Consultant shall relieve the Architect or General Contractor for the Project from its obligation to perform the work in strict conformity with the requirements of the Contract Documents, and in strict conformity with all other applicable laws, codes, rules and regulations.

II.
Compensation to Consultant

COMPENSATION: City agrees to pay Consultant for all services outlined in Section I and as described in Exhibit A. The Owner will compensate the Consultant on the basis of fixed billable rates set out in Exhibit B. A schedule of anticipated hours is also shown on Exhibit B. Based on this schedule, the Consultants Maximum Project

Fee is not to exceed FIVE HUNDRED TWENTY FOUR THOUSAND, FOUR HUNDRED THIRTY ONE dollars (\$524,431.00) ("Maximum Project Fee"). Base Services performed by Consultant shall not exceed the lump sum fees described herein, unless allocated billable hours or schedule are exceeded at no fault of the Consultant.

The Consultant will bill the Owner monthly for the actual number of hours of services provided by the Consultant, times the hourly rates set out 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 semi-Monthly Basis, the Consultant shall provide a Schedule of the tasks that have been completed 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 shall notify City prior to authorizing changes in design from design approved by City and will advise the City if contractor deviates from the approved design.

Consultant shall accompany City representatives on Project observation visits during construction of Project at appropriate frequencies to ensure the Project is progressing based on Architects 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 Stakeholders

Consultant and Owner acknowledge that effective stakeholder coordination is a requisite condition to support successful project outcomes. To the extent 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. Additional stakeholders include but are not limited to adjacent property owners and residents, public utility providers such as Water District 10, and Travis County Emergency Services District No. 9.

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. 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 project 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. Consultant shall retain in his files all original drawings, redlines, 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.

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, unless such is at no fault of the 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, THE CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS EMPLOYEES, OFFICERS, DIRECTORS AND PARTNERS FROM AND AGAINST DAMAGES ARISING FROM THIRD PARTY CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE AND REASONABLE ATTORNEYS' FEES INCURRED BY THE CITY BUT ONLY TO THE EXTENT CAUSED BY THE NEGLIGENT ACT, ERROR OR OMISSION OF THE CONSULTANT , OR THE CONSULTANT'S EMPLOYEES, OFFICERS, AGENTS OR SUBCONSULTANTS, IN PERFORMANCE OF SERVICES UNDER THIS AGREEMENT.

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
911 Westlake Dr.
West Lake Hills, Texas 78746

If intended for Consultant, to:

Firm AG|CM, Inc.
Attn: Ryan Rosborough
PO Box 2682
Corpus Christi, Texas 78403

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.
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.

DISPUTE RESOLUTION. In the event that the City or the Consultant shall contend that the other Party has committed a material breach of this Agreement, the Party alleging such breach shall immediately notify the other Party by describing the alleged breach, demanding corrective action, and providing the other Party the opportunity to cure the alleged breach. The party alleged to have committed the breach has five business days from its receipt of the notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a mutually agreed upon time, despite the breaching party's reasonable diligence and good faith effort to do so, either party shall, as a condition precedent to a lawsuit, request mediation of the dispute. For any Claim subject to, but not resolved by mediation, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

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:_____

Ryan Rosborough

Printed or Typed Name

Vice President – Central and North Texas

Printed or Typed Title

74-2775067

Tax Identification No.

ATTEST:

CITY OF WEST LAKE HILLS, TEXAS:

BY:_____

Terry Blanchard, City Secretary

EXHIBIT "C" INSURANCE

Consultant shall provide the following insurance coverage:

- A.
1. Workers' Compensation and Employers' Liability Insurance coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Art. 8308-1.01 et seq. Tex. Rev. Civ. Stat.) or proof of compliance with the State of Texas' Workers Compensation Act or self-insured employers. The Consultants policy shall apply to the State of Texas and include these endorsements in favor of the City:
 - (a) Waiver of Subrogation, form WC 420304.
 - (b) 30 day Notice of Cancellation, form WC 420601.
 2. Commercial General Liability Insurance with a minimum combined bodily injury and property damage per occurrence limit of \$_____for coverages A & B. The policy shall contain the following provisions:
 - (a) Blanket contractual liability coverage for liability assumed under this Contract and all contracts relative to this Project.
 - (b) Independent Subconsultants' coverage.
 - (c) City listed as an additional insured, endorsement CG 2010.
 - (d) 30 day Notice of Cancellation in favor of the City, endorsement CG 0205.
 - (e) Waiver of Transfer Right of Recovery Against Others in favor of the City, endorsement CG 2404.
 3. Business Automobile Liability Insurance for all owned, non-owned and hired vehicles. The policy shall contain the following endorsements in favor of the City: The policy should name the city as an additional insured with the riders attached as described below.
 - (a) Waiver of Subrogation endorsement TE 2046A.
 - (b) 30 day Notice of Cancellation endorsement TE 0202A.
 4. Consultants Professional Liability Insurance with a minimum limit of _One Million_Dollars (\$1,000,000) per claim and in aggregate to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission committed or alleged to have been committed with respect to plans, maps, drawings, analyses, reports, surveys, change orders, designs or specifications prepared or alleged to have been prepared by the insured. The policy shall provide for 30 day notice of cancellation in favor of the City.
- B. GENERAL REQUIREMENTS
1. The Consultant must complete and forward the City's standard certificate of insurance to the City before the Contract is executed, as verification of coverage. The Consultant shall not commence services until the required insurance has been obtained and until such insurance has been reviewed by the City's Representative. Approval of insurance by the City shall not relieve or decrease the liability of the Consultant hereunder and shall not be construed to be a limitation of liability on the part of the Consultant.

2. Applicable to all insurance policies: If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of this Contract and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The Consultant shall maintain continuous coverage for the duration of this Contract and for not less than twenty-four (24) months following substantial completion of the Project. Coverage, including any renewals, shall have the same retroactive date as the original policy applicable to the Project. The Consultant shall, on at least an annual basis, provide the City with a certificate of insurance as evidence of such insurance.
3. All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the certificate of insurance shall indicate the name of the City Manager at the City of West Lake Hills address: 911 Westlake Drive, West Lake Hills, TX 78746
4. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in this Contract, covering both the City and the Consultant, shall be considered primary coverage as applicable.
5. If insurance policies are not written for amounts specified above, the Consultant shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
6. The City shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
7. The City reserves the right to review the insurance requirements set forth during the effective period of this Contract and to make reasonable adjustments to insurance coverage, limits and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Consultant.
8. The Consultant shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
9. The Consultant shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the certificate of insurance.
10. The Consultant shall provide the City thirty (30) days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
11. The insurance coverages required under this Contract are required minimums and are not intended to limit the responsibility or liability of the Consultant.

Exhibit A - Scope of Services

Pre-Construction Phase

- Establish and maintain communication protocol between the Owner, Architect and CM At Risk.
- Manage coordination and correspondence between Owner, Architect and CM At Risk.
- Monitor and maintain all party's efforts for conformance to schedule and budget.
- Participate in design meetings, discussions, budgeting and scheduling exercises.
- Notify Owner of Design and Budget concerns.
- Assist in development of value engineering options as requested.
- Assist in development of contract negotiation process and aid in review, approval or disapproval of CM At Risk's guaranteed maximum price (GMP).
- Assist in facilitating preconstruction conference.
- Coordinate with local Utilities, Cities, Entities, etc on Owners behalf.

Construction Phase

- Establish and maintain communication protocol between the Owner, Architect and CM At Risk.
- Monitor overall budget and schedule and advise the Owner of any trends that affect the timely procedures and cost effective completion of the Project.
- Maintain basic knowledge of the plans and specifications.
- Observe major assemblies placed in the construction for general compliance to the contract documents, supplemental instructions from the Architect, and support the quality assurance efforts of the team as necessary.
- Review CM At Risk's schedule of values/cost breakdown, and construction schedule, and recommend approval/changes and disapproval.
- Attend, arrange and conduct a variety of meetings, as requested by the Owner.
- Perform quality surveys, review and verify the contractor's monthly application for progress payments.
- Review and analyze proposed change orders and make recommendations to Owner.
- Assess and evaluate pricing on all change order requests taking the lead in negotiating fair and equitable resolutions and reviewing schedule impacts.
- Review requests for information (RFI) and architect's supplemental instructions (ASI). Track submittals as required through completion of the process.
- Generate periodic site visit reports describing general events, noting problems and unusual events.
- Take appropriate photographs that document construction progress and conformity with Contract Documents.
- Coordinate preparation of the punch-list and implement corrective work.
- Coordinate Owner Activities (Occupancy, FFE procurement, Technology, etc.).

Closeout Phase

- Verify Project Record Documents are transmitted from Contractor to Design Team to Owner.
- Verify O&M Manuals are transmitted from Contractor to Design Team to Owner.
- Verify Warranties are Transmitted from Contractor to Design Team to Owner.
- Ensure staff has received necessary training for operation of new building and systems.

- Provide support, follow-up and track completion on warranty requests.

P3 Consultant Services

- The P3 advisor, in coordination with the Owners Project Representative, will provide technical support and expertise related to the design and development of municipal facilities, especially city halls and police facilities, construction, procurement trends, means and methods, and efficiencies. Basic Fee/Service is for initial P3 advisory services as stated above and does not include procurement documents or procurement support. If a real estate professional is required for valuation services, this will be billed in addition to the consultant's hourly rate. The consultant does not provide legal advice nor the services of registered financial advisors.

EXHIBIT B - LABOR/RATE SCHEDULE

AGCM INC				West Lake Hills - Labor Schedule																																						
				Schedule Template				2022				2023												2024												2025						
								S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A			
								Programming/Design																																		
								Construction																																		
Closeout																																										
2022	2023	2024	2025	Total Hours	NTE Fee	Staff Proposed																																				
\$ 223.00	\$ 223.00	\$ 235.00	\$ 247.00	220	\$ 50,140.00	Project Executive				10	10	10	10	10	10	10	10	10	10	10	10	10	10	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5				
\$ 180.00	\$ 180.00	\$ 189.00	\$ 198.00	622	\$ 113,310.00	Sr. Project Manager - Bart Kleiman				34	34	34	34	34	34	34	34	34	34	34	34	34	34	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10			
\$ 155.00	\$ 155.00	\$ 163.00	\$ 171.00	1983	\$ 321,381.00	Project Manager - David Harding								20	20	20	20	20	20	20	20	20	20	103	103	103	103	103	103	103	103	103	103	103	103	103	103	86	86	86		
\$ 330.00	\$ 330.00	\$ 360.00	\$ 360.00	120	\$ 39,600.00	P3 Consultant - Samuel Franco				50	50	20																														
				2945	\$ 524,431					94	94	64	44	64	64	64	64	64	64	64	64	64	64	64	118	118	118	118	118	118	118	118	118	118	118	118	118	118	101	101	101	0

% Fee Check 3.28%

Project Cost \$ 16,000,000



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	September 28, 2022	Item Number:	6
Department:	Administration		
Prepared By:	Trey Fletcher Professional Services Contract	Cost / Budget:	\$376,529.00
Exhibits:	Interview Presentation	Source of Funds:	2022 GO Bond Funds

Subject

Discuss and consider action to approve a professional services contract with WSB in the amount of \$376,259.00 pursuant to the Request for Qualifications for Owners Project Representative in support of Proposition B of the 2021 Bond Projects and authorize the City Administrator to execute the same.

Recommendation

Staff recommends approval of the agreement for the Owner's Project Representative with WSB as presented.

Discussion

Voters in West Lake Hills approved Proposition B in November 2021. Proposition B included up to \$11.8 million to make immediate repairs to roadways and drainage improvements on Camp Craft Road, Redbud Trail, Westlake Drive, Laurel Valley Road, Yaupon Valley Road and Terrace Mountain Drive.

A Request for Qualifications (RFQ) was released for owner's project representative in support of the 2021 Bond Program. Seven (7) responses were received and subsequently evaluated. Staff interviewed three (3) firms and recommends WSB as the Owner's Project Representative for the Proposition B 2021 Bond Project (Drainage and Roadway Projects). Another firm is recommended for Proposition A.

WSB was reviewed and determined to be the most qualified firm and have the most directly relatable experience when it comes to managing streets and roadway bond projects and have managed Capital Improvement Programs (CIP) as well. Relevant project experience includes the City of Buda's Bond Program, which includes streets, roads, bridges, and managed the City of Hugo, Minnesota's Capital Improvement Program for thirteen years.

Similar services may be considered to assist with the city's street maintenance program projects under a separate contract supplement.

Per the schedule from K Friese Associates, the 90 percent completion set is due in October and project letting is anticipated in early 2023.

Approved By

		Signature		Date	
--	--	-----------	--	------	--

Department Head					
		Signature		Date	
City Administrator					

West Lake Hills

Owners Project Representative | 2021 Bond Projects

August 24, 2022



QUESTION #1

Review and analyze the attached scope, fee and schedule proposal from Brinkley Sargent Wiginton (BSW) and provide recommendations to the panel.

Strengths & Risks

SCOPE, FEE & SCHEDULE PROPOSAL FROM BRINKLEY SARGENT WIGINTON (BSW)

STRENGTHS

- ✓ Adequate contingency
- ✓ Accounted for inflation
- ✓ Strong subconsultant pool



RISKS

CONTRACTUAL

- ✓ Misaligned contracts
- ✓ Architect's fees
- ✓ Supplemental Services
- ✓ Incomplete cost information

OTHER

- ✓ Owner review and involvement
- ✓ Funding adequacy
- ✓ Owner budget vs. Project budget
- ✓ Lack of dedicated Public Engagement budget

EXHIBIT A4

PROJECT PHASING ASSUMPTIONS												2022												2023												2024												2025		
												J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M						
CONTRACT EXECUTION																																																		
July																																																		
NOTICE TO PROCEED																																																		
August 1																																																		
PROGRAMMING / CONCEPTUAL LAYOUT																																																		
August																																																		
SCHEMATIC DESIGN																																																		
September - November																																																		
SCHEMATIC PRICING																																																		
December																																																		
OWNER REVIEW / APPROVAL																																																		
December																																																		
DESIGN DEVELOPMENT																																																		
December - February																																																		
DESIGN DEVELOPMENT PRICING																																																		
March - April																																																		
OWNER REVIEW / APPROVAL																																																		
March - April																																																		
CONSTRUCTION DOCUMENTS																																																		
April - July																																																		
OWNER REVIEW / APPROVAL																																																		
July - August																																																		
CONSTRUCTION DOCUMENT MODIFICATIONS (IF NECESSARY)																																																		
August - September																																																		
PERMITTING																																																		
July - August																																																		
BIDDING / NEGOTIATIONS / CONTRACT																																																		
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NOTICE TO PROCEED																																																		
October 1																																																		
CONSTRUCTION																																																		
October - December																																																		
FURNITURE BID PACKAGE																																																		
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FURNITURE INSTALL																																																		
January																																																		
OWNER MOVE-IN																																																		
January 15																																																		
SUPPLEMENTAL SERVICES																																																		
Site Submittal																																																		
Concept Layout																																																		
Civil Of Site																																																		
Civil Engineering On Site																																																		
Access/Utility Specialist																																																		
Technology																																																		
Landscape Design																																																		
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\$35,000 \$15,000 \$60,000 \$304,000 \$2,400 \$58,000 \$35,500 \$35,500 \$45,000 \$8,000															30.50% = \$111,400 10.25% = \$339,150 30.50% = \$237,100 11.5% = \$17,250 CA 20% = \$191,400 \$12,760/mo (avg)																																			
BASIC A/E FEE \$457,000 SUPPLEMENTAL SERVICES FEE \$493,400 TOTAL \$1,450,400																																																		

4



QUESTION #2

The proposed site for the new municipal complex is 4010 Bee Cave Road. Staff is interested in relocating the existing driveway to yield a four-way intersection with Camp Craft Road. This concept has the support of the TxDOT Area Office. However, shifting the driveway to the west is not without challenges or additional expense. Significant buried infrastructure will likely result in increased costs, closer proximity to adjacent single-family residential lots and removal of trees may also draw the ire of residents. Please describe your approach to manage this issue in collaboration with the Owner regarding cost/benefit and safety considerations.

Proposed process.

COST | SAFETY | BENEFITS

1

Gain an understanding of technical work completed to date.

2

Evaluate suggested and other alternatives.

3

Perform cost/benefit analysis to inform a decision.

4

Develop public engagement strategy and plan to support decision and inform stakeholders.







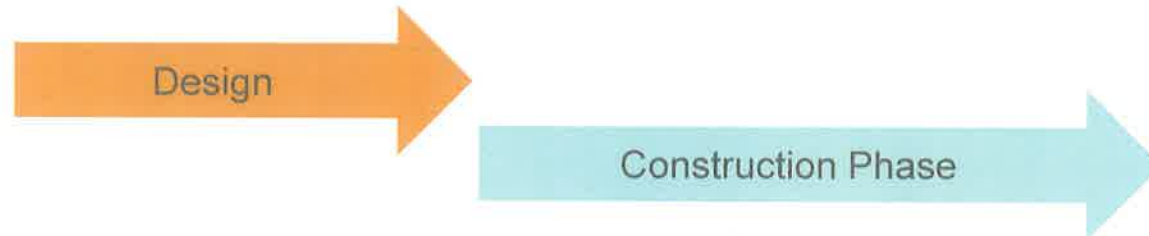
QUESTION #3

Currently, the Owner is considering using the CMAR delivery method for the new municipal complex. Please describe your experience and capacity to advise the Owner regarding prudent steps to evaluate project delivery methods, revenue generation and community benefit for both the existing location and proposed location.

Design-Bid-Build (DBB) vs. Construction Manager at Risk (CMAR)

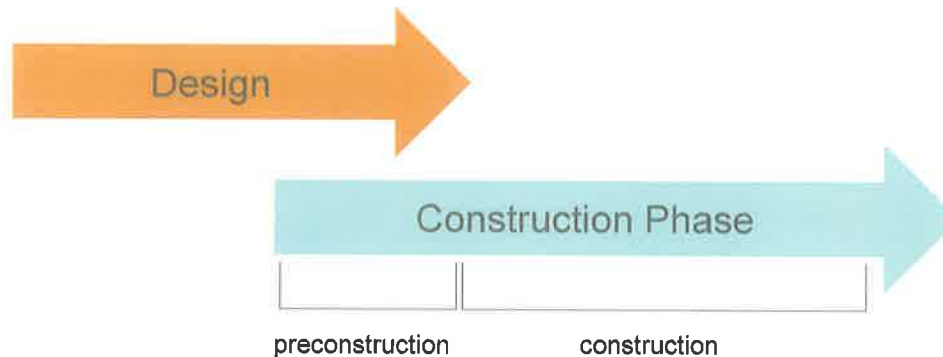
DBB

Engage Contractor
at 100% Design



CMAR

Engage Contractor
at 30-60% Design





Team CMAR Experience

1

Owners Rep
working with
a CMAR

2

Working as a
site designer
with a CMAR

3

Architectural
design for
public buildings

4

Architect who
worked with a
CMAR

Benefits to the City

- Cost & Time Management
- Best value not lowest bid
- Alternatives analyses
- Pre-qualified subs
- Staff augmentation and support



Our Role with a CMAR

Peer review

Public engagement
and communications

Contractual oversight
and recommendations



QUESTION #4

Currently, the Owner is having trouble (few bidders) bidding street/drainage projects which could pose recurring challenges to subsequent bid packages. Please articulate your approach and any creative/preliminary recommendations to generate additional bid interest and mitigate real or perceived challenges to performing street and drainage projects in the community. Additionally, please address how you would preliminarily propose to collaborate with the Owner and contractor to minimize adjacent property owner considerations in all stages (design thru project close) of street and drainage projects.



Project Interest

- Local contractor relationships and outreach
- Project bundling and staging
- Associations (AGC)



Eanes School Road Detour To Begin Monday, June 3 at 6 a.m.

Crews will close Eanes School Road at the Camp Craft Road intersection to all traffic on Monday, June 3 at 6 a.m., weather permitting, to install a median. Work is anticipated to occur Monday through Saturday, 6 a.m. to 6 p.m., with some night work. We anticipate Eanes School Road to be open to traffic by the end of June, weather permitting.

What to Expect:

- Residents will be able to access northbound Camp Craft Road only through the Eanes Elementary School parking lot (see diagram).
- Once this work is complete, Eanes School Road will re-open at the Camp Craft Road intersection.
- Camp Craft Road will remain closed between Eanes School Road and Bee Cave Road through mid-August.
- To access Bee Cave Road during this time, residents will be detoured to Westbank Drive.



Engaging the neighborhood

- Email Updates
- Detour diagrams and flyers
- Social media
- Media releases
- Flyers and signage with QR codes
- Diagrams and renderings
- Individual property owner coordination and meetings
- Community meetings
- Door-to-door outreach
- Emailed construction updates and reminders
- NA meetings
- Pre-recorded calls and text notifications

Joseph Wilson
Bee Cave Road Improvement Project • 2844jwilson@dot.state.tx.us • 512.463.3611
From: Bee Cave Road Improvement Project • 2844jwilson@dot.state.tx.us • 512.463.3611
To: Joe Wilson
Subject: Bee Cave Road Construction Update



Check out all the work that has been happening on the project!



RM 2244 has been widened and expanded with sidewalks installed on both sides of the roadway from Buckeye Trail to Buckeye Trail. This section of Bee Cave Road is anticipated to be in its final configuration later this year.

Crews will be working to expand the roadway from Buckeye Trail to Westlake Drive later this year as well. Some side streets will need to be raised or lowered to match the new elevation of improved Bee Cave Road. These streets include Buckeye Trail, McConnell Drive and Westlake Drive. The team will coordinate with residents and keep the community updated as this work approaches.

Ongoing work includes constructing sidewalks and retaining walls, as well as installing signage and intelligent transportation systems (ITS) at various locations along the project limits.

It's Back to School Time!

Remember, school begins Wednesday, Aug. 23. Please plan accordingly, expect increased traffic, and use caution when traveling through the work zones.

School Zone Hours

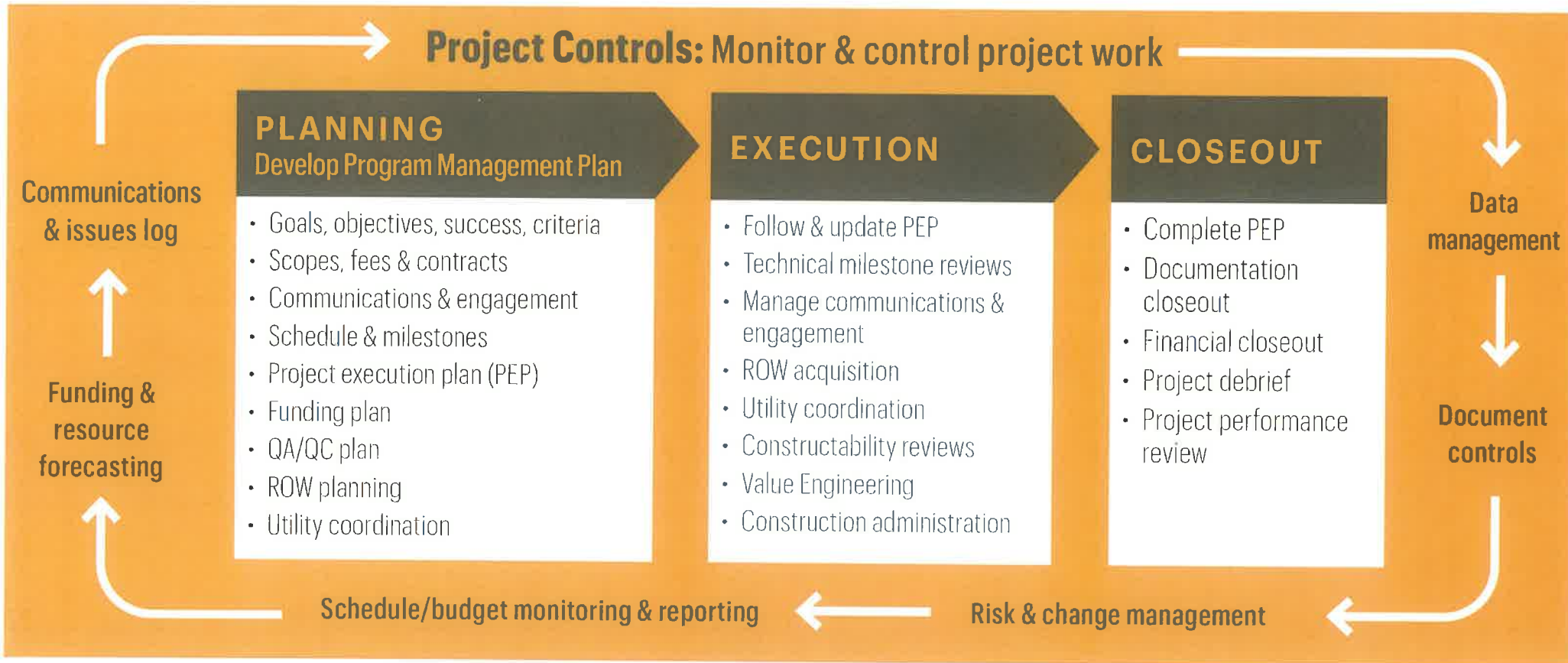
6:00 - 7:45 a.m. and 2:45 - 3:15 p.m.





QUESTION #5

Please elaborate on key components within your SOQ regarding your experience and means and methods to assure that the projects are delivered on time and within budget and a best value to the City.



SAMPLE REPORTING

[illegible]

Project Status

PROPOSITION A: TRANSPORTATION PROJECTS

West Del Norte Road Reconstruction
Old Black Colony Road Reconstruction
Austin Street Reconstruction
FM 2770/China Schmale St Pedestrian Corridor
Middle Creek Drive Rehabilitation
RM 967 Right Turn Lane onto FM 1628
SH-45/Balley East-West Corridor
Overpass Road/FM 2001 Intersection Improvements
RM 967 Acceleration/Deceleration Lanes
Talley Loop Reconstruction
H-35 to Old San Antonio Road Connector
Pedestrian & Bike Improvements Throughout the City
Future Small Mobility Improvements and to be "Shovel Ready" for potential Grant Funding

Schedule Drivers

PROPOSITION A: TRANSPORTATION PROJECTS

West Del Norte Road Reconstruction
Old Black Colony Road Reconstruction
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Talley Loop Reconstruction
H-35 to Old San Antonio Road Connector
Pedestrian & Bike Improvements Throughout the City
Future Small Mobility Improvements and to be "Shovel Ready" for potential Grant Funding

PROPOSITION B: PARKS AND RECREATION PROJECTS

Orion Creek Trail
Garrison Park Phase I
Garlic Creek Trail Phase II
Eastside Park Land Acquisition
Green Meadows Park/Bioswidge
City Park Parking Improvements

PROPOSITION B: PARKS AND RECREATION PROJECTS

Orion Creek Trail
Garrison Park Phase I
Garlic Creek Trail Phase II
Eastside Park Land Acquisition
Green Meadows Park/Bioswidge
City Park Parking Improvements

QA/QC PROCESS



TECHNICAL RESOURCES

DATA MANAGEMENT & COLLABORATION	Deltek Vison
	Primavera P6
	Power BI
	Microsoft SharePoint
	ProjectWise
	Bluebeam
	PleaseReview
	MyLink ●
	Issue Tracker ●
	Microsoft Teams
ROADWAY & UTILITY DESIGN	Zoom Video
	Autodesk AEC
	Bentley Microstation
	OpenRoads Designer
	Atlas Bore Planner
WATER/ WASTEWATER	Trimble Business Center
	Autodesk AEC Collection
	Bentley OpenFlows WaterCAD
	InfoWater
	SewerCAD

DRAINAGE	HydroCAD
	Innovyze InfoSWMM
	HEC-RAS
	SMS SRH-2D
	P8 Water Quality Modeling
	XPSWMM
TRAFFIC	Synchro
	VISSIM
	TransCAD
	Highway Capacity Software
	AGI32
	TransModeler
	CUBE
VISUALIZATION	Rodel
	SignCAD
	Autodesk 3DS Max, Maya
	Unreal Engine
	V-Ray
	WSB 360 ●

GIS/ASSET MANAGEMENT	Esri ArcGIS Enterprise
	Portal for ArcGIS
	ArcGIS Insights
	Esri Operations
	VGIS
	ArcGIS Server
	Esri Survey123
	Esri Collector for ArcGIS
	Esri Workforce
	WSB Datafl ●
	WSB DataLink ●
	Amazon Web Services
	Google Vision AI
	Microsoft Azure
	WSB Paver ●
	Cartegraph
	PointMan
	FastField



Scan the QR code to learn more about WSB's innovative technology.



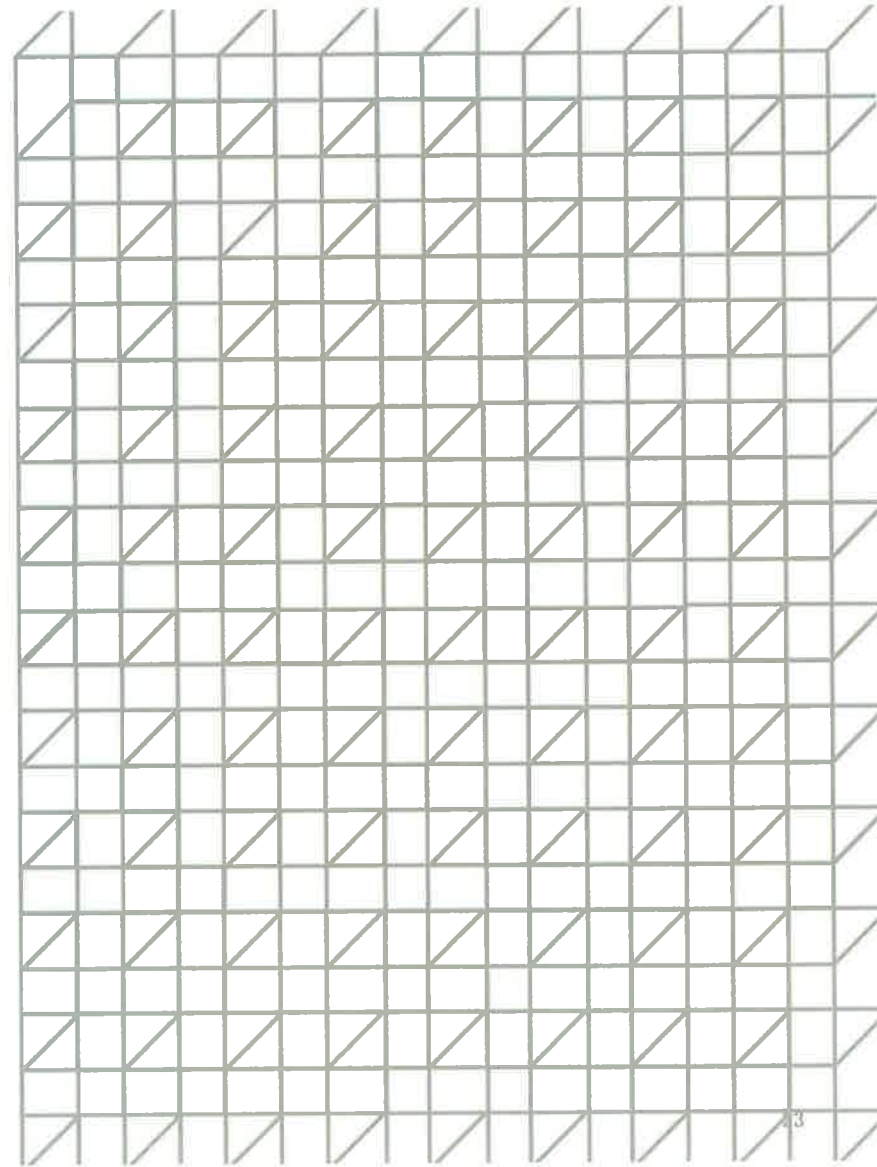
Bee Cave Road Improvement Project groundbreaking and ribbon cutting events

A photograph of a sandy beach with a concrete curb and an orange-painted curb. The word "Questions?" is overlaid in white text. The image shows a close-up of the beach surface, with sand, small rocks, and a concrete curb. The curb is painted orange, and there is a white arrow pointing right in the top right corner. The word "Questions?" is written in white, sans-serif font on the left side of the image.

Questions?



THANK YOU



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 _____ day of _____, 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 WSB & Associates, Inc. dba WSB Engineers and Surveyors, Inc. ("Consultant"), whose address is with offices located at 1221 South MoPac Expressway, Suite 355, Austin, Texas 78746.

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 in accordance with the level of care and skill ordinarily exercised by members of Consultant's profession practicing at the same time, in the same locality under similar circumstances ("Standard of Care"). 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. Additional Services if applicable and as defined below may also be required and such 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. Additional Services, if approved, 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 work performed by Consultant on the Project as of the date of the invoice. Invoices shall itemize the services performed for each service included in Exhibit A, 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

Upon payment in full of all monies due and owing Consultant, 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, and are not intended or represented to be suitable for reuse by the City or others on extensions of the Project or on any other project. Any use or re-use of such documents by the City or others without written consent, verification or adaptation by the Consultant except for the specific purpose intended will be at the City's risk and full legal responsibility and City expressly releases all claims against Consultant arising from re-use of the documents unless Consultant provided written consent, verification or adaptation. 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, AND EMPLOYEES FROM DAMAGES, LOSS OR LIABILITY, BY REASON OF DEATH OR INJURY TO PROPERTY OR THIRD PERSONS TO THE EXTENT CAUSED BY THE NEGLIGENT OMISSION OR NEGLIGENT ACT OF CONSULTANT, ITS OFFICERS, EMPLOYEES, INVITEES OR OTHER PERSONS FOR WHOM IT IS LEGALLY LIABLE, WITH REGARD TO THE PERFORMANCE OF THIS CONTRACT.

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, 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 provide services in accordance with the Standard of Care 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:

WSB & Associates Inc dba WSB Engineers and Surveyors Inc
Attn: Jay Kennedy
1221 S. MoPac Expy Suite 300
Austin, Texas 78746

XXXI.

Consultant represents 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.

XXXIII.

Limitation of Liability and Mutual Waiver of Consequential Damages.

City~~lient~~ agrees that with regard to any claim arising from or relating to Consultant's provision of geotechnical engineering services, construction materials testing, special inspections, and/or environmental engineering services, including but not limited to environmental site assessments, that Consultant's liability for any claims asserted by or through City shall be limited to the amount of insurance coverage provided in Exhibit "C". City also agrees that with regard to any claim arising from or relating to Consultant's provision of Owner's Representative services that Consultant's liability for claims asserted by or through City shall be limited to the Consultant's total fee for Owner's Representative services rendered on this Project.

City and Consultant each further agree that neither will be responsible for any incidental, indirect, or consequential damages (including loss of use or loss of profits) sustained by the other, its successors or assigns. This mutual waiver shall apply even if the damages were foreseeable and regardless of the theory of recovery plead or asserted.

XXXIV.
Owner's Representative.

Where requested by City, Consultant shall perform Owner's Representative services as specified in Exhibit A. When Consultant is serving as the Owner's Representative it will perform the Work set forth in Exhibit A in cooperation with the City and the "Project Team". The Project Team includes the "Architect", which means (as appropriate to the context) the design architect, the architect or engineer who prepares the plans and specifications, the inspecting architect, or such other design and design-related consultants as may be appropriate; the "Contractor", which means the general contractor with whom the City has contracted to construct the entire or a portion of the Project and the general contractor's subcontractors, suppliers, and materialmen; and "consultants", which means such other consultants and professionals that perform consulting services for the Project, including without limitation, testing laboratories and surveyors. Nothing contained in this Agreement shall create any obligation or contractual relationship between the Consultant and any third party, including without limitation any other member of the Project Team.

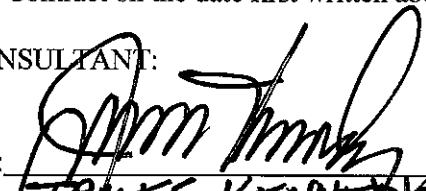
Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

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

WITNESS:

CONSULTANT:

BY:



JAMES KENNEDY
Printed or Typed Name
VICE PRESIDENT
Printed or Typed Title

Tax Identification No.

ATTEST:

CITY OF WEST LAKE HILLS, TEXAS:

Terry Blanchard, City Secretary

BY: _____

EXHIBIT A

Scope of Services

PROJECT UNDERSTANDING

In August 2021, the City Council voted unanimously to call for a \$25 million bond election on Nov. 2, 2021 – the first in the city’s history – to fund major infrastructure improvements. Those include a new municipal complex and six street and drainage projects. This is in addition to a comprehensive street maintenance program.

The \$25 million bond proposal was split into two components:

- Proposition A: \$13.2 million for a new municipal complex housing the police department, administrative offices, and council chambers/municipal court room. OPR services for the Proposition A project are not included as part of this scope, with the exception of communications as outlined in Section 3 in this scope of services.
- Proposition B: \$11.8 million to make immediate repairs to roadways and drainage improvements to the following roadways:
 - Camp Craft Road
 - Redbud Trail
 - Westlake Drive
 - Laurel Valley Road
 - Yaupon Valley Road
 - Terrace Mountain Drive

Specific to Proposition B, the road and drainage projects were developed by an engineering firm through a contract with the City based on a 2017 city-wide drainage study that used a weighted ranking system that included high risks to public safety, damage to infrastructure and recurring high maintenance costs. The road and drainage studies were updated in 2018, and the City’s engineering firm developed a comprehensive multi-year plan based on existing roadway conditions and vehicular traffic volumes. The design for this package is currently at 30 percent, and design activities are progressing. Bidding of the projects is anticipated in January 2023.

The general scope of owner’s project representative services requested by the Owner include, but are not limited to:

- Serve as the City’s agent and liaison acting in concert with and on behalf of the City with the design professionals, regulatory agencies and other stakeholders through the project delivery stages including pre-development, construction and closeout
- Advocate for the City’s interests of quality, timely and cost-effective design and construction delivery while maintaining professional relationships with involved parties
- Align the projects with the City’s goals and objectives and lead project delivery in the marketplace

- The OPR will not replace the design professional(s) or contractor and will not act with legal authority on the City's behalf

Our OPR services will include the following:

1. Program Management and Administration

- a. Develop a team organizational structure that clearly defines the roles of WSB, City staff, and design consultants.
- b. Project Controls
 - i. Establish a shared and accessible data management system by
 1. Delivering tools and establishing program practices for team collaboration and communication channels
 2. Developing document control protocols within an accessible Microsoft Sharepoint/Teams environment, to be hosted by the City or WSB
 3. Reviewing current data management tools used by the City and outlining enhanced data integration methodologies
 - ii. Develop a communications and issues management log related to project activities
 - iii. Develop QA/QC protocols
- c. Program Reporting and Administration
 - i. Develop and maintain a resource-loaded program schedule in Microsoft Project or a supported import format for common/shared use
 - ii. Develop and maintain program and project dashboards that are accessible by the program team and City staff
 - iii. Develop a Communication and Engagement Plan including audience, intervals of reporting, and content with the City. This will include progress reports, budget status and projections, project performance, and key milestone achievements
 - iv. Provide program budget and financial reporting
 - v. Review project/program performance versus execution to address conflicts, concerns, risks, or other issues that could impact the schedule, budget, or quality.
- d. Meeting Support
 - i. Attend City Council, committee, and other required meetings, prepare and/or support preparation of meeting materials, and make presentations related to the program. Reporting will generally include the following, and can be structured differently if beneficial to the audience:
 1. Progress since last report
 2. Change controls - why and impact to project cost/time/scope
 3. Program and Project performance summary
 4. Communications and Engagement Plan (activities, effectiveness, status)
 5. Other key issues as determined to be important to the success of the program
 - ii. Schedule and lead recurring program management team meetings with the essential Program Team members.
 - iii. Meetings, whether in person or via video, related to the program or specific projects will be documented for the record
- e. Program Standards
 - i. Verify application of relevant engineering design criteria and plan preparation guidelines

- ii. Establish standard forms and procedures
- iii. Review existing construction specifications and supplement or amend as required. Develop new standard construction details and specifications as necessary
- iv. Review City bidding documents and recommend revisions where warranted
- v. Develop standardized design development reports and tools for project consultants
- vi. Contract Documents
 - 1. Develop design contract templates and project-specific requirements (general and supplementary conditions) in collaboration with City and legal staff
 - 2. Develop construction contract documents in collaboration with City staff, legal, and design consultants
 - 3. Track consultant and contractor compliance with executed contracts, review contract changes, review consultant invoicing, and review contractor payments

2. Design Consultant Management and Oversight

- a. Program Initiation
 - i. Meet with City staff, the City's engineering consultant, and others as identified by the City to understand specific project priorities, gain insight on project specifics, and identify known issues
 - ii. Obtain and analyze plans, designs, cost estimates, and other technical documents related to the projects in the program
 - iii. Provide recommendations related to project(s) based on the initial review
- b. Professional Services procurement
 - i. Collaborate with City staff to identify, evaluate, and select professional services as required to deliver the program
 - ii. Develop RFQs as needed to meet unique and/or specific requirements for design and construction administration.
 - iii. Support City staff with contract scope, fee, and schedule negotiations and prepare materials for City Council consideration of approval
- c. Project Management
 - i. Collaborate with design consultants to develop project communications plans
 - ii. Review and make recommendations on professional services invoicing (establish standard content format, expected schedule for remittance, electronic processing protocol, error resolution process)
 - iii. Monitor consultant adherence to project schedules, budgets. Lead issue management process and coordinate corrective action as required
 - iv. Conduct or attend regular design consultant meetings as necessary
 - v. Track approval and/or coordination progress with external agencies (TxDOT, TCEQ, GLO, FEMA). Prepare for, participate in, and respond to required external agency meetings to enable approval process
- d. Technical Review
 - i. Review project plan, specifications, and estimates (PS&E), studies, and design deliverables from a technical standpoint at key milestones (60%, 90% design progress e.g.) in accordance with City standards and requirements of external agencies
 - ii. Complete constructability reviews at key milestones
 - iii. Review cost estimates at key milestones, and provide value-based

6. Pavement Maintenance Program Planning and Implementation
 - a. Review relevant documentation, plans, financials, and goals related to the City's pavement maintenance plan
 - b. Collaborate with the City to develop a strategy/next steps for moving the program forward
 - c. Support procurement of services related to pavement maintenance
 - d. Develop an asset management strategy for elements within the public right of way, such as signs, drainage facilities, utility features, etc. The strategy should include approaches to support the use of emerging technologies such as autonomous vehicles within the right of way, as applicable.
7. Other Services (Provided at City discretion when effort is mutually deemed to be of value to the program without duplicating services of contracted consultants)
 - a. Site/Civil Design
 - b. Landscape Architecture
 - c. Structural Design
 - d. Hydrology and Hydraulics Design
 - e. Utility Coordination
 - f. Subsurface Utility Engineering (SUE)
 - g. Environmental Permitting
 - h. Traffic Engineering
 - i. Land Survey
 - j. Right-of-way/easement acquisition
 - k. Archeological, Historical and Cultural Resource Survey
 - l. GIS/Asset Management
 - m. BIM/3D Visualization

DESIGNATED REPRESENTATIVES:

City –	Trey Fletcher City Administrator 911 Westlake Drive West Lake Hills, TX 78746 tfletcher@westlakehills.gov 512.610.6825
City Project Manager -	Ashby Grundman Director of Building & Development Services 911 Westlake Drive West Lake Hills, TX 78746 agrundman@westlakehills.gov 512.327.3628
WSB Representative –	Jay Kennedy, P.E. Vice President 1221 S MoPac Expy, Ste 355 Austin, TX 78746 jkennedy@wsbeng.com 612-360-1292

Exhibit B**Cost Worksheet - Time and materials plus expenses****West Lake Hills Owner's Rep Services**

Task	Hours	Labor	Subs	Total
1. Program Management and Administration	322	\$49,970		\$49,970
2. Design Consultant Management and Oversight	670	\$128,520		\$128,520
3. Communication	82	\$14,210	\$80,100	\$94,310
4. Financial Management	102	\$17,100		\$17,100
5. Construction Phase Services	257	\$43,630		\$43,630
6. Pavement Maintenance/Asset Management Planning	40	\$16,560		\$16,560
7. Other Services (allowance)		\$15,000		\$15,000
Sub total	1,431	\$284,990	\$80,100	\$365,090
Expenses		\$1,469	\$9,700	\$11,169
Total not-to-exceed fee		\$286,459	\$89,800	\$376,259

EXHIBIT B - WSB COST WORKSHEET
City of West Lake Hills Owner's Rep Services

Task Descriptions	Program Manager	Sr Project Engineer	Project Engineer I	Proj Controls Specialist	Senior Estimator	Data Management Spec	Graphics Support	Program Admin Support	Hours	Fee
	\$240.00	\$200.00	\$150.00	\$150.00	\$200.00	\$175.00	\$80.00	\$80.00		
1. Program Management and Administration										
TASK HOURS SUB-TOTALS	96	36	32	40	0	30	40	6	280	
TASK FEE TOTAL	\$23,040	\$7,200	\$4,800	\$6,000	\$0	\$5,250	\$3,200	\$480		\$49,970
2. Design Consultant Management and Oversight										
TASK HOURS SUB-TOTALS	128	272	80	60	100	0	0	30	670	
TASK FEE TOTAL	\$30,720	\$54,400	\$12,000	\$9,000	\$20,000	\$0	\$0	\$2,400		\$128,520
3. Communication										
TASK HOURS SUB-TOTALS	24	8	0	0	0	30	20	0	82	
TASK FEE TOTAL	\$5,760	\$1,600	\$0	\$0	\$0	\$5,250	\$1,600	\$0		\$14,210
4. Financial Management										
TASK HOURS SUB-TOTALS	30	0	0	32	0	20	0	20	102	
TASK FEE TOTAL	\$7,200	\$0	\$0	\$4,800	\$0	\$3,500	\$0	\$1,600		\$17,100
5. Construction Phase Services										
TASK HOURS SUB-TOTALS	28	72	69	32	24	0	0	32	257	
TASK FEE TOTAL	\$6,720	\$14,400	\$10,350	\$4,800	\$4,800	\$0	\$0	\$2,560		\$43,630
6. Pavement Maintenance/Asset Management Planning										
TASK HOURS SUB-TOTALS	16	24	0	0	0	0	0	0	40	
TASK FEE TOTAL	\$3,840	\$4,800	\$0	\$0	\$0	\$0	\$0	\$0		\$16,560
7. Other Services (Unassigned)										
TASK HOURS SUB-TOTALS	0	0	0	0	0	0	0	0	0	
TASK FEE TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$15,000
TOTAL LABOR HOURS	322	412	181	164	124	80	60	88	1,431	
TOTAL LABOR COSTS	\$77,280	\$82,400	\$27,150	\$24,600	\$24,800	\$14,000	\$4,800	\$7,040		\$284,990
DIRECT EXPENSES	QUANTITY	UNIT	Rate	Total						
Mileage	750	mile	\$0.625	\$468.75						
Bulk Printing	1	allowance		\$1,000.00						
SUBTOTAL DIRECT EXPENSES				\$1,468.75						

EXHIBIT B - CD&P COST WORKSHEET

City of West Lake Hills Owner's Rep Services

Task Descriptions	Principal	Public Engagement Manager	Creative Director	Specialist Lead	Specialist	Coordinator	Hours	Fee
	\$225.00	\$175.00	\$150.00	\$150.00	\$125.00	\$100.00		
4. Communication								
TOTAL LABOR HOURS	38	148	38	58	98	190	570	\$80,100
TOTAL LABOR COSTS	\$8,550	\$25,900	\$5,700	\$8,700	\$12,250	\$19,000		
DIRECT EXPENSES	QUANTITY		UNIT	Rate	Total			
Mileage	1,120		mile	\$0.625	\$700			
Bulk Printing	1		allowance		\$5,000			
Misc. meeting expenses (venue, custodial fee, equipment rental)	1		allowance		\$4,000			
SUBTOTAL DIRECT EXPENSES					\$9,700			

Rate Schedule

West Lake Hills Owner's Project Representative Services 

Classification	Billing Rate / Hour
PRINCIPAL	\$240
SR. PROJECT ENGINEER	\$190
PROJECT MANAGER	\$200
PROJECT ENGINEER II	\$170
PROJECT ENGINEER I	\$150
GRADUATE ENGINEER II	\$130
GRADUATE ENGINEER I	\$120
ENGINEERING SPECIALIST	\$150
ENGINEERING TECHNICIAN	\$105
SR LANDSCAPE ARCHITECT	\$165
LANDSCAPE ARCHITECT	\$120
SR ENVIRONMENTAL SCIENTIST	\$190
ENVIRONMENTAL SCIENTIST	\$120
SR PLANNER	\$165
PLANNER	\$120
SR GIS SPECIALIST	\$165
GIS SPECIALIST	\$105
SR ESTIMATOR	\$200
ESTIMATOR	\$160

EXHIBIT C

Insurance

The following insurance provisions shall be required for this contract, and the Consultant shall comply with each and every condition contained herein. The Consultant shall provide and maintain, until the work covered in the contract is completed and accepted by the City, the minimum insurance coverages as follows:

1. Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Consultants obligations contained in the contract.
2. Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
3. Commercial Automobile Liability insurance at minimum combined single limits of 1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
4. Errors & Omissions coverage may not be required for all services. If the City deems such coverage necessary, the following conditions will apply:
 - a. Professional Liability with minimum limits of \$1,000,000 or higher, depending on the type, size, and scope of services.
 - b. This coverage must be maintained for at least two (2) years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term the contract.

PLEASE NOTE: The required limits may be satisfied by any combination of primary, excess, or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. The Consultant may maintain reasonable and customary deductibles, subject to approval by the City.

Any Subconsultant(s) hired by the Consultant shall maintain insurance coverage equal to that required of the Consultant. It is the responsibility of the Consultant to assure compliance with this provision. The City accepts no responsibility arising from the conduct, or lack of conduct, of the Subconsultant.

A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General

Liability Endorsement, products/completed operations, XCU hazards (for engineering and architects), and contractual liability.

With reference to the foregoing insurance requirement, Consultant shall specifically endorse applicable insurance policies as follows:

1. The City shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City shall be contained in the Workers Compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify the City of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that the City will receive at least thirty- (30) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name the City as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Consultant may maintain reasonable and customary deductibles, subject to approval by the City.
9. Insurance must be purchased from insurers that are financially acceptable to the City.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to the City.

Upon request, Consultant shall furnish the City with certified copies of all insurance policies.

All Consultants and Subconsultants must be meeting minimum OSHA safety requirements as applicable to their operations.



City of West Lake Hills City Council

AGENDA REPORT

Meeting Date:	<u>September 28, 2022</u>	Item Number:	<u>7</u>
Department:	<u>Administration</u>		
Prepared By:	<u>Trey Fletcher</u>	Cost / Budget:	<u>\$1,722,587.00</u>
	<u>Professional Services</u>		<u>2022 Bond Funds Capital</u>
Exhibits:	<u>Contract</u>	Source of Funds:	<u>Projects</u>

Subject

Discuss and consider action to approve a professional services contract with Brinkley Sargent Wiginton (BSW) in the amount of \$1,747,587.00 for the design of the new municipal complex and authorize the City Administrator to execute the same.

Recommendation

Staff recommends approval of the professional services contract with Brinkley Sargent Wiginton (BSW) for the design of the new municipal complex as presented.

Discussion

Voters in West Lake Hills approved Proposition A in November 2021. Proposition A included constructing, acquiring, improving, renovating, expanding, and developing a new City Hall and Police Building and related infrastructure.

Brinkley Sargent Wiginton was engaged as the architect for the municipal complex in 2018 when the proposal was for the current city hall site at 911 Westlake Drive. The scope and design have changed, and staff requested and received a new proposal for the design at the new site, 4010 Bee Cave Road.

The architecture firm will be the prime consultant. Included in the professional services contract are a number of design subcontractors addressing on-site and off-site site civil engineering, traffic engineering, landscape design, technology, security and audio-visual consulting, and accessibility compliance.

Some professional services will be paid for directly by the owner/City of West Lake Hills and are not included in this contract. This includes geotechnical evaluation, materials testing, and the owner's representative.

Project completion is anticipated in early 2025.

Approved By

		Signature		Date	
Department Head					
		Signature		Date	
City Administrator					

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 _____ day of _____, 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:

CITY OF WEST LAKE HILLS, TEXAS:

Terry Blanchard, City Secretary

BY: _____

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

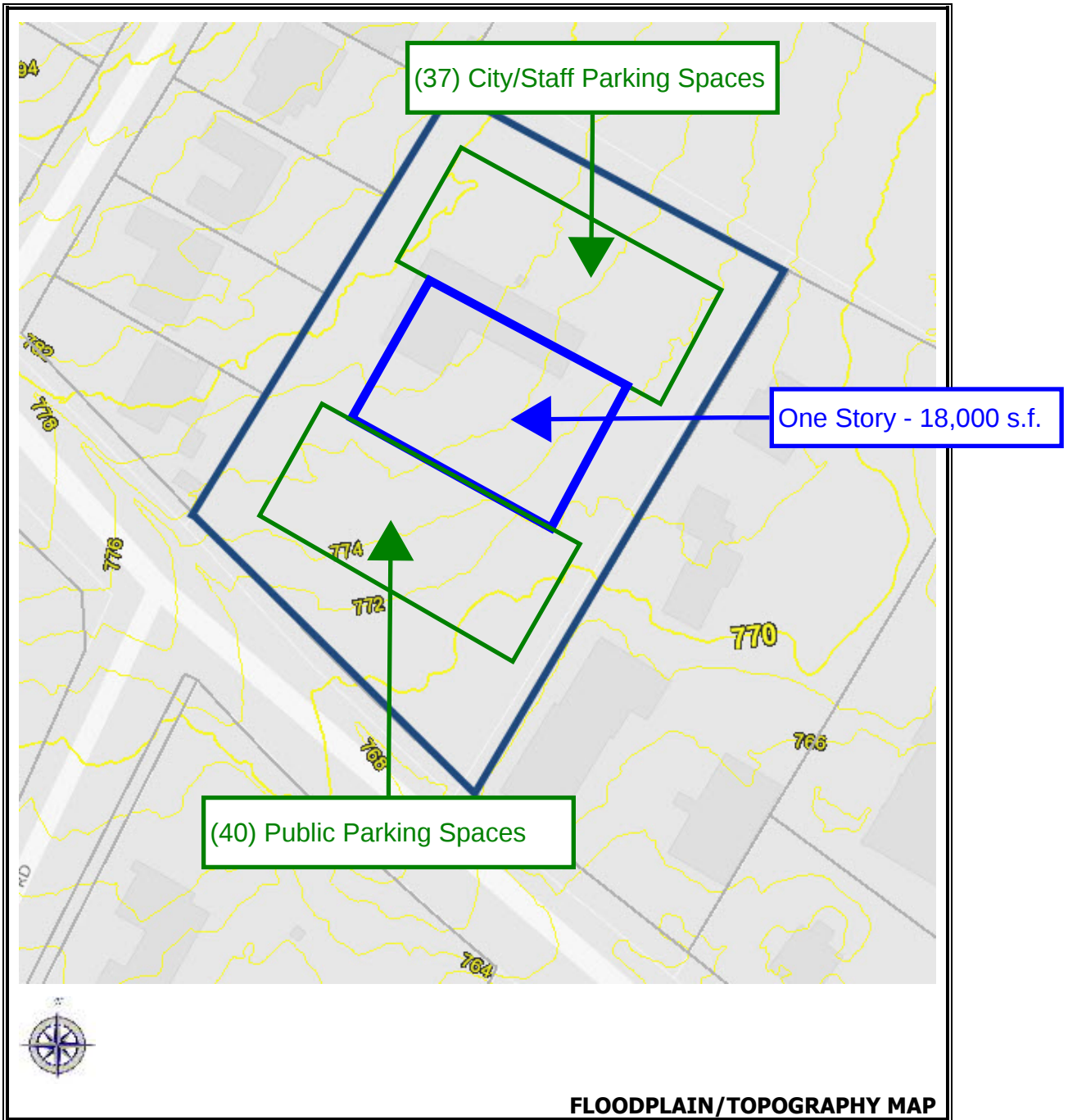
EXHIBIT A1

	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

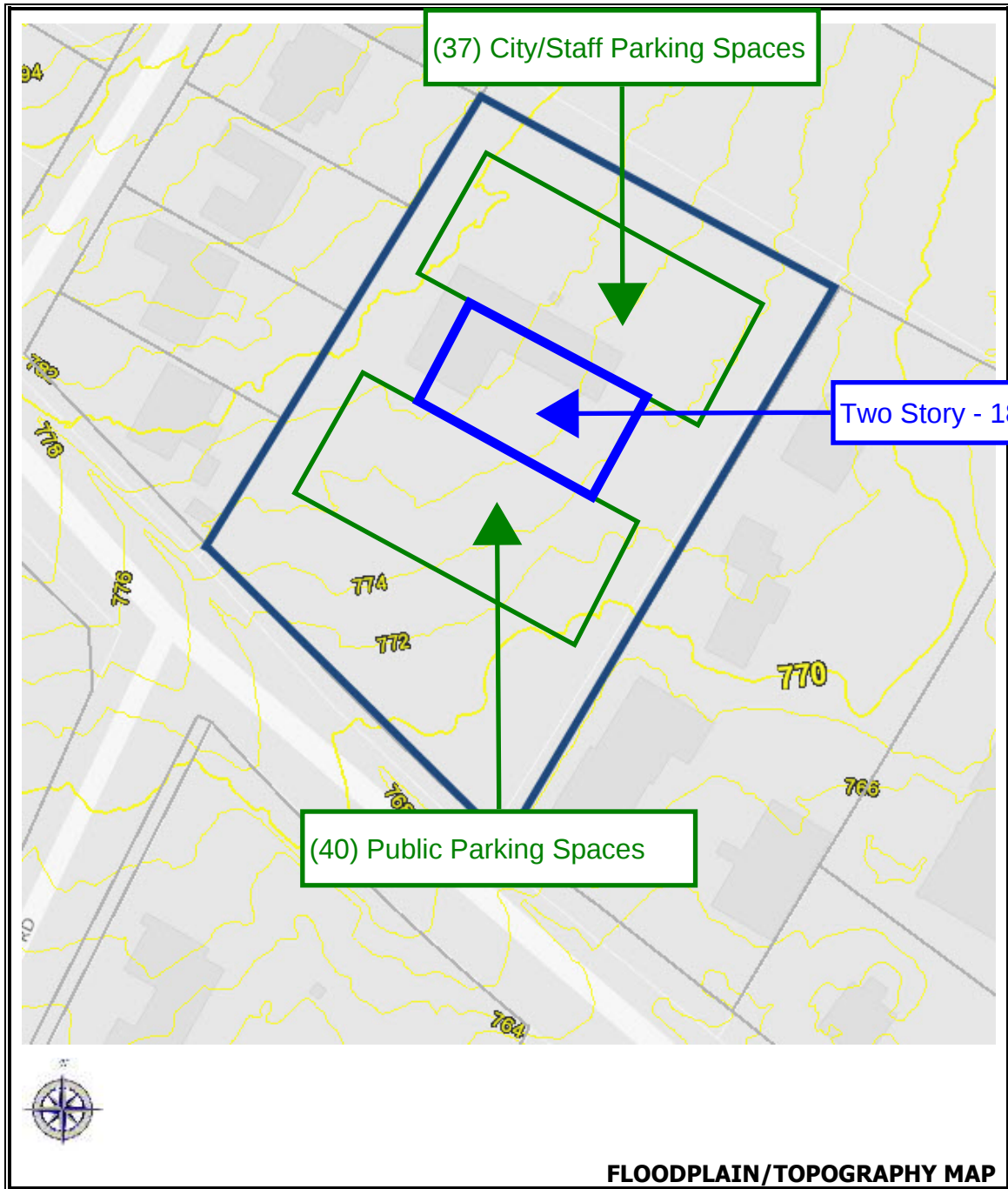
SITE DESCRIPTION AND ANALYSES



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 beh
check size

use central work/copy behind front desk
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]

Page 115 of 172

West Lake Hills

City Hall and Police Facility
Police - Property/Evidence

[illegible]

Typical Formula is $a \times b = c$

West Lake Hills

City Hall and Police Facility

Police - Staff Support

[illegible]

Typical Formula is $a \times b = c$

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 ☒ EXCESS LIAB 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

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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~~

~~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.~~ TMM

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: PRINCEY 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 calculations:
\$58,000
+ \$14,000
= \$72,000 *MM*

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: [Signature] Title: SENIOR PRINCIPAL
DENNY BOLES

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 60 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.

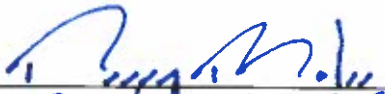
If this proposal is acceptable with you, we ask you to help us in complying with our Professional Liability Company's request to have signed contracts on all projects by signing and returning this proposal to us in a prompt manner. We will then execute the agreement and send you a signed copy.

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 ~~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



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