



DRIPPING SPRINGS
Texas

TIRZ NO. 1 & NO. 2 BOARD REGULAR MEETING

City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX

Monday, June 12, 2023 at 4:00 PM

Agenda

CALL TO ORDER AND ROLL CALL

Board Members

Dave Edwards, Chair
Taline Manassian, Vice Chair
James Alexander
Missy Atwood
Susan Kimball
Walt Smith
Craig Starcher
Bob Richardson (Advisory Board Member)

Staff, Consultants & Appointed/Elected Officials

City Administrator Michelle Fischer
City Attorney Laura Mueller
Interim Deputy City Administrator Shawn Cox
Deputy City Secretary Cathy Gieselmann
TIRZ Project Manager Keenan Smith

PRESENTATION OF CITIZENS

A member of the public who desires to address the Board regarding any item on an agenda for an open meeting may do so at presentation of citizens before an item or at a public hearing for an item during the Board's consideration of that item. Citizens wishing to discuss matters not contained within the current agenda may do so, but only during the time allotted for presentation of citizens. Speakers are allowed two (2) minutes to speak during presentation of citizens or during each public hearing. Speakers may not cede or pool time. Members of the public requiring assistance of a translator will be given twice the amount of time as a member of the public who does not require the assistance of a translator to address the Board. It is the request of the Board that members of the public wishing to speak on item(s) on the agenda with a noticed Public Hearing hold their comments until the item(s) are presented for consideration. Speakers are encouraged to sign in. Anyone may request a copy of the City's policy on presentation of citizens for the City Secretary. By law no action may be taken during Presentation of Citizens.

MINUTES

- 1. Discuss and consider approval of the April 10, 2023 TIRZ No. 1 & No. 2 Board regular meeting minutes.**

BUSINESS

2. **Update regarding the TIRZ No. 1 & No. 2 Board Fiscal Year 2024 Budget and Stakeholder Reimbursements.**
3. **Update and discussion regarding the Old Fitzhugh Road Project Funding.**
 - a. TxDOT Transportation Alternatives Grant Update
 - b. Hays POSAC Grant
 - c. Plan of Finance
4. **Update and discussion regarding the Old Fitzhugh Road Project Engineer's Report, and Project Schedule.**
5. **Update on the Stephenson Building Project.**

EXECUTIVE SESSION

The TIRZ No. 1 & No. 2 Board for the City of Dripping Springs has the right to adjourn into executive session at any time during the course of this meeting to discuss any matter 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). The TIRZ No. 1 & No. 2 Board for the City of Drippings Springs may act upon any item listed in Executive Session in Open Session or move any item from Executive Session to Open Session for action.

UPCOMING MEETINGS

TIRZ No. 1 & No. 2 Board

July 10, 2023, at 4:00 p.m.

August 14, 2023, at 4:00 p.m.

September 11, 2023, at 4:00 p.m.

City Council Meetings

July 5, 2023, at 6:00 p.m.

July 18, 2023, at 6:00 p.m.

August 1, 2023, at 6:00 p.m.

August 18, 2023, at 6:00 p.m.

ADJOURN

TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION & POSTING OF MEETING

All agenda items listed above are eligible for discussion and action unless otherwise specifically noted. This notice of meeting is posted in accordance with Chapter 551, Government Code, Vernon's Texas Codes. Annotated. In addition, the Board may consider a vote to excuse the absence of any Board Member for absence from this meeting.

*I certify that this notice of meeting was posted at the City of Dripping Springs City Hall and website, www.cityofdrippingsprings.com, on **June 9, 2023 at 11:15 AM.***

City Secretary

This facility is wheelchair accessible. Accessible parking spaces are available. Requests for auxiliary aids and services must be made 48 hours prior to this meeting by calling (512) 858-4725.



TIRZ NO. 1 & NO. 2 BOARD REGULAR MEETING

City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX

Monday, April 10, 2023 at 4:00 PM

MINUTES

CALL TO ORDER AND ROLL CALL

With a quorum of the Board present, Chair Edwards called the meeting to order at 4:03 p.m.

Board Members present were:

Dave Edwards, Chair
James Alexander
Missy Atwood
Susan Kimball
Walt Smith (arrived @ 4:05 p.m.)
Craig Starcher

Board Members absent were:

Taline Manassian, Vice Chair
Bob Richardson (Advisory Board Member)

Staff, Consultants & Appointed/Elected Officials present were:

City Treasurer Shawn Cox
City Administrator Michelle Fischer
Mayor Bill Foulds, Jr.
Deputy City Secretary Cathy Gieselman
City Attorney Laura Mueller
TIRZ Project Manager Keenan Smith
TIRZ Administrator Jon Snyder, P3 Works

PRESENTATION OF CITIZENS

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No one spoke during Presentation of Citizens.

MINUTES

- 1. Discuss and consider approval of the March 20, 2023, TIRZ No. 1 & No. 2 Board regular meeting minutes.**

A motion was made by Board Member Atwood to approve the March 20, 2023. TIRZ No. 1 & No. 2 Board regular meeting minutes. Board Member Kimball seconded the motion which carried unanimously 5 to 0.

Board member Smith arrived @ 4:05 p.m.

BUSINESS

- 2. Presentation and possible action regarding the TIRZ Administrator Q1 report. TIRZ Administrator, Jon Snyder (P3 Works)**

Jon Snyder and P3 Works Project Analyst Casey Sclar, presented the Q1 report and addressed questions from the Board. Jon Snyder noted the correction of the fiscal year on the report, instead of FY22, it should read FY23.

A motion was made by Board Member Smith to approve the TIRZ Administrator Q1 report. Board Member Kimball seconded the motion which carried unanimously 6 to 0.

- 3. Discuss and consider possible action regarding the TIRZ No. 1 & No. 2 Board Fiscal Year 2024 budget recommendation.**

A motion was made by Board Member Starcher to approve the TIRZ No. 1 & No. 2 Board Fiscal Year 2024 budget recommendation with the additional earmark of \$100,000.00 for City reimbursement of the Downtown Bathrooms Project. Board Member Smith seconded the motion which carried unanimously 6 to 0.

- 4. Update and discussion regarding the Old Fitzhugh Road Project Engineer's Report, and Public and Stakeholder Engagement and Outreach.**

Keenan Smith presented the staff report which is on file.

A motion was made by Board Member Atwood to adjourn into Executive Session under Texas Government Code Section 551.072, Deliberations about Real Property and regarding Business Agenda Item 4. Board Member Smith seconded the motion which carried unanimously 6 to 0.

EXECUTIVE SESSION

The TIRZ No. 1 & No. 2 Board for the City of Dripping Springs has the right to adjourn into executive session at any time during the course of this meeting to discuss any matter 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). The TIRZ No. 1 & No. 2 Board for the City of Drippings Springs may act upon any item listed in Executive Session in Open Session or move any item from Executive Session to Open Session for action.

4. Update and discussion regarding the Old Fitzhugh Road Project Engineer's Report, and Public and Stakeholder Engagement and Outreach.

The Board met in Executive Session from 4:51 p.m. – 5:05 p.m.

No vote or action was taken during Executive Session and Chair Edwards returned the meeting to Open Session at 5:05 p.m.

UPCOMING MEETINGS

TIRZ No. 1 & No. 2 Board

May 8, 2023, at 4:00 p.m.

June 12, 2023, at 4:00 p.m.

July 10, 2023, at 4:00 p.m.

City Council Meetings

April 18, 2023, at 6:00 p.m.

May 2, 2023, at 6:00 p.m.

May 16, 2023, at 6:00 p.m.

ADJOURN

A motion was made by Board Member Atwood to adjourn the meeting. Board Member Kimball seconded the motion which carried unanimously 6 to 0.

This regular meeting adjourned at 5:06 p.m.

Detailed Application

Additional program information can be found in TxDOT's 2023 TA Call for Projects Program Guide <https://www.txdot.gov/business/grants-and-funding/bicycle-pedestrian-local-federal-funding-programs.html>

NOTE: All attachments must be submitted in letter-sized (8.5" x 11") format.

APPLICATION INFORMATION

1. Project Sponsor Name (Only one entity can act as project sponsor)	
City of Dripping Springs	
2. Jurisdiction Population (" https://data.census.gov/ ")	
4,650	
3. Type of Organization/Agency/Authority	
Local Government	
4. Project Sponsor Contact Information (Authorized representative)	
Contact Person:	Michelle Fischer
Mailing Address:	PO Box 384
Mailing City:	Dripping Springs
Zip Code:	78620
Contact's Phone:	512-858-4725
Email:	mfischer@cityofdrippingsprings.com
Title:	City Administrator
Website:	https://www.cityofdrippingsprings.com
Physical City:	Dripping Springs
Zip Code:	78620
Entity's main phone	512-858-4725
Physical Address:	511 Mercer Street
<i>Other partnering governments/ project sponsors:</i>	

PROJECT CATEGORY

5. Select the project categories sought based on the determined eligibility from Step 1 of the application process.
Community Based Infrastructure (Traditional TA)

PROJECT DESCRIPTION

6. Project Name (Name should fit in space provided)

Old Fitzhugh Road Sidewalk Project

7. Project Description (Maximum 400 characters)
Construction of an eight-foot sidewalk, ADA-compliant curb ramps, and curb and gutter on the west side of Old Fitzhugh Road between Mercer Street and RM 12 (3,350 LF). The project includes five speed tables with raised crosswalks and pedestrian safety lighting. Bicycle racks are provided at four locations on the corridor. The project addresses pedestrian safety and connectivity issues between Downtown Dripping Springs and the Mercer Street Historic District.

PROJECT DESCRIPTION	
8. Project Location Information	
TxDOT District	Austin
Texas County	Hays
9. Metropolitan Planning Organization (MPO)	
a. Is any part of the project located within MPO boundaries?	
Yes	
b. If yes, please specify which MPO	
Austin MPO (CAMPO) (TMA)	
c. MPO Transportation Improvement Program (TIP) Inclusion Letter (if applicable)	
If this project is located within the boundaries of an MPO, include a letter from the MPO to the project sponsor indicating their willingness to include the project in the local TIP either as a grouped or individually listed project, if funded. Label attachment as J-MPO TIP Letter.	
10. Transportation Alternatives (TA) and Safe Routes to School (SRTS)	
a. Does this project connect children to schools or school related activities, or part of a Safe Routes to School plan or Program?	
No	
b. Has the project or a substantially similar project been submitted under a prior TxDOT TA or SRTS Call for Projects? Please select the latest program call submission.	
No prior submittal	
c. Has the project been awarded funds under a prior TxDOT TA or SRTS Call for Projects? Please select the call it was awarded funds.	
No prior submittal	
11. Detailed Project location	
a. Provide a Google map link: (see Detailed Application Instructions for guidance)	
https://www.google.com/maps/d/edit?mid=1ZgvNOaXZv_MfWkMOWeG6adJ-T5WAjzo&usp=sharing	
b. Project location in relation to roadways:	
On/along a non-TxDOT roadway	
c. Project location Describe using streetname, adjacent waterway or other identifying landmark	
On or adjacent to (<i>ex main street</i>)	
Old Fitzhugh Road	
From:	Mercer Street
To:	RM 12
If project involves multiple locations, please provide project limits for the major segment in above blanks. Additionally, please create a complete list of all improvement locations using the descriptive limits and beginning and ending latitude/longitude and label this attachment as: A-Project Location Information - No more than 2 pages	
CB_1	

PROJECT DETAILS

12. Project Details

Provide a project layout (required) at scale with clearly labeled streets, end points, and all construction locations as an attachment. Additional recommended attachments include typical sections and photographs that describe and provide details about the project. Attachments for this section should be labeled as **B-Project Details** (No more than 15 pages)

If the project plans are 30% or more complete, include only example sheets as attachments and provide a weblink for plan review here:

https://www.hdrinc.com/sites/default/files/2023-06/C_0_AUS_DrippingSprings-

The construction plans for this project are currently:

Under Development with 30% complete

13. Primary facility

Primary Facility Type:	Sidewalks
Total length:	3350 feet
Facility Width:	8 feet
Material Depth:	5 inches
Surface type/material:	Concrete

14. Secondary facility

Secondary Facility Type:	N/A
Total length:	0 feet
Facility Width:	0 feet
Material Depth:	0 inches
Surface type/material:	N/A

Does the project propose lighting adjacent to a roadway within state-maintained right-of-way?

No

15. Bridges

Does this project include bridge improvements?

No

Total # of proposed bridges:

0

Note: If more than one bridge is proposed, identify the bridge with the longest span length in the detailed application and identify additional bridges in **Attachment B**.

Structural Materials (Deck/ Beams):	N/A
Bridge Construction:	N/A
Bridge Length (feet):	
Bridge Width (feet):	
Rail Type:	N/A

CB_2

SAFETY

16. Identified bicycle and/or pedestrian safety hazards and countermeasures

Check all of the safety hazards located within the project limits. Next to each checked safety hazard, state the proposed countermeasure(s) addressing the hazard identified. Provide additional information about proposed countermeasures and photos of safety hazards as an attachment: Attachment C. Clearly identify these features on [Map 1-Safety](#) and include [Attachment C](#).

Identified hazards and countermeasures	
High roadway speed (45 mph or greater)	
Hazardous intersection/conflict point	Risk , countermeasures include Install ADA-compliant curb ramps and crosswalk markings at Old Fitzhugh Road and RM 12
Uncontrolled intersection/crossing	Risk , countermeasures include Install enhanced midblock crossings with raised corsswalks and high visibility pavement markings
Lack of bike/ped infrastructure	Risk , countermeasures include Install 8' sidewalk on west side of Old Fitzhugh Rd connecting to Downtown Dripping Springs
High motor vehicle traffic volume	
On-street parking	
Wide roadway crossing (4 or more lanes)	
Lack of lighting	Risk , countermeasures include Install pedestrian safety lighting at crosswalks
other: Speeding	Risk, countermeasures include Install raised speed tables with marked crosswalks

17. Bicycle and/or pedestrian infrastructure elements

Which of the following features are part of the proposed project? Check all that apply. Clearly identify these features on: [Map 1-Safety](#)

Identified features
closes a gap in bicycle or pedestrian network, features traffic calming elements, includes a vertical separation element, new bicycle &/or pedestrian infrastructure, features traffic markings/signage, features safety lighting,

TxDOT is interested in projects that respond to documented safety issues. TxDOT will analyze crash records to determine the documented bicycle and/or pedestrian crash count and rate in proximity to the proposed project.

CB_3

CONNECTIVITY AND ACCESSIBILITY	
18. Connection to multimodal transportation	
<p>Transit: Does the project support multi-modal transportation by providing access to a rail station, streetcar, and/or a bus stop? (select)</p>	
<p>Bike: Does the project connect to existing or planned bicycle facilities? Please check the facilities to which this project would connect. Clearly label on Map 2-Connectivity. Project connects to: Planned</p>	
<p>Pedestrian: Does the project connect to existing or planned pedestrian facilities? Please check the facilities to which this project would connect. Clearly label on Map 2-Connectivity. Project connects to: Existing and planned</p>	
19. Connectivity to Destination	
<p>Does the project provide bicycle and pedestrian access to major destinations immediately surrounding the project area that are likely to attract bicycling or walking trips? Please check destinations below. Clearly label on Map 2-Connectivity and include in attachment D-Connectivity</p>	
<p>The proposed project connects to the following destinations</p>	
<p>Central Business District, High density residential, Park, Neighborhood, Other special trip generator (label on map), Community center, Commerical Center,</p>	
20. Barrier Elimination	
<p>Does the project eliminate an existing barrier to travel and provide safe crossing of that barrier by individuals with disabilities, pedestrians, bicyclists, and other non-drivers of all ages and abilities? Indicate the number of barriers below by clicking up/down. Clearly label on Map 2-Connectivity</p>	
ADA barriers*	2
Four lanes or larger roadways	0
Waterbod(ies)	0
Railroads	0
Other:	0
<p>*For ADA barriers only count each type of ADA barrier that is being eliminated. For example, if your project includes curb ramps that would count as one barrier, and accessible pedestrian signals would count as another barrier.</p>	
21. Long-distance bicycle route and tourism	
<p>Does the project implement a segment or locally favored alternative on the Bicycle Tourism Trail Example Network, improve non-motorized connections between population centers, and/or extend or develop other regional nonmotorized route for tourism? Label attachments to support your answer as E- Long Distance Bicycle Routes.</p>	
<p>(Select)</p>	
<p><i>Projects that add new off-street bicycle or pedestrian facilities along independent rights-of-way, such as creeks, railroads, or utility corridors, may have different benefits or impacts than projects following the alignment of existing roadways. TxDOT will review the response to question 7 to determine whether the project is proposed on independent right-of-way.</i></p>	
<p><i>TxDOT is interested in projects that improve access to higher density residential and/or employment centers. TxDOT will analyze US Census data to determine whether projects are located in areas with higher residential and employment density. (Small Urban only)</i></p>	
CB_4	

GEOGRAPHIC EQUITY

TxDOT is interested in how the project improves access to everyday destinations for underserved communities. TxDOT will analyze census data to determine if the project will improve access for seniors, individuals with disabilities, racial or ethnic minorities, people without private vehicles, or low-income communities.

COMMUNITY SUPPORT AND PLANNING

22. Project Sponsor Resolution

An adopted resolution from the project sponsor's governing board is a required attachment to the detailed application. The attachment should be labeled **F- Project Sponsor Resolution**

23. Public Involvement and Support

a. Public outreach events in the last five years which engaged the public on this project should be summarized as a bulleted list or table, then attached with supporting documentation as **G- Public Outreach and Support**.

b. List all collaborating partners and their role in developing/implementing the proposed project.

c. Letters of Support.

Public outreach events in the last five years which engaged the public on this project should be summarized as a bulleted list or table, then attached with supporting documentation **G- Public Outreach and Support**.

24. Maintenance and Operation

Name the entity responsible for project maintenance and operation after construction. Attach a letter of commitment if maintenance and operation will be conducted by a third party and label it **H- Maintenance Documentation**.

City of Dripping Springs

25. Planning

a. Projects may be referenced in various planning documents, such as local Bicycle, Pedestrian, Safe Route to School, Corridor, Traffic Safety, Hazardous Route List, or other Transportation Plan (if applicable). Is the proposed project included in a local transportation plan?

Yes

If yes, please ensure that this plan has been added to the Active Transportation Plan Inventory (ATPI). See this link for more information:

<https://www.txdot.gov/projects/planning/bicycle-pedestrian-planning-designing/plan-inventory-tool.html>

If yes, include as an attachment ONLY the cover and pages of the plan referring to this project. Label attachment(s) as **I- Local Planning - No more than 10 pages**.

Insert transportation plan weblink:

<https://www.cityofdrippingsprings.com/businesses/pages/transportation-master-plan>

b. Transition Plan for ADA Compliance

Is the proposed project included in the project sponsor's Transition Plan for ADA compliance? If yes, include as an attachment only the cover and pages from the plan relevant to this project. Label attachment(s) as **I- Local Planning - No more than 10 pages**.

No

TxDOT will give consideration to small communities (50,000 or less in population) who have limited access to planning resources.

CB_5

PROJECT COMPLEXITY**26. Environmental Documentation**

a. An environmental document is required for all federally funded transportation projects. Some site characteristics may require additional environmental evaluation. Are there known environmental issues requiring coordination, permitting, or mitigation? See Detailed Application Instructions for more details.

Yes

b. Known historic sites are identified in the Texas Historic Sites (<https://atlas.thc.state.tx.us/>). After reviewing this resource, are there known historic properties near the proposed project requiring coordination?

Yes

c. If there are known environmental or historic preservation issues, is there an approach to avoid delays in project development?

Yes

If "Yes" is marked for either 26a, 26b, or 26c, then provide written description of potential coordination, mitigation, and/or permitting actions foreseen for the proposed project. Label attachment(s) as **K- Environmental Documentation** - No more than 10 pages.

27. Property Ownership and Acquisition Information

All proposals must provide documentary evidence of the project sponsor's property rights by title of ownership, lease, or easement for all property within the project limits. Respond to a, b, & c below.

a. Has the property needed for the project already been acquired?

If No - How many parcels will be acquired? Describe in the attachment how the property will be acquired. Include a commitment letter from current owner(s) demonstrating a willingness to transfer the property to project sponsor in accordance with state and federal laws.

No

b. Are there any known encroachments? (utilities, fences, adjacent property improvements)

If Yes, identify known encroachments in an attachment.

No

c. If acquired after 1971, was the property acquired in accordance with the Uniform Act?

N/A

Project property acquired after 1971 must have been acquired in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act (Uniform Act). If No, describe briefly when and how the property was acquired in an attachment. Include details as attachment(s) **L-Property Ownership/Acquisition**

28. Requirements - Signals, Beacons, and School Zones

Projects proposing new traffic control devices including flashing beacons (RRFBs and PHBs) and school zones MUST attach supporting documentation demonstrating these improvements meet warrant/conditions in accordance with the TMUTCD and TxDOT policy. Label attachment(s) **M- Signals, Beacons, and School Zones**.

29. Railroad (RR) Support/Right of Entry Letter (if applicable)

a. Does the project cross RR right-of-way (ROW) or encroach (within 100') or begin/end within 500 feet from an at-grade highway-rail crossing?

No

If yes, the project sponsor must include documentary evidence from the railroad in support of the project and, where appropriate, a willingness by the railroad to enter into an agreement/contract with the local government for project implementation and provisions for right-of-entry for project construction. Where applicable, a cost for railroad work must be included in the budget.

b. If the project encroaches or crosses RR ROW, has coordination with the RR begun?

N/A

c. Does this project include rail banked right-of-way? Label attachment(s) as **N- RR Support/Right-of-Entry Letter** - No more than 10 pages

No

CB_6

PROJECT TIMELINE

Estimate the number of months it will take to complete this project (from planning through construction). Estimate the time required for each activity listed below. Several activities should be accomplished concurrently (such as environmental documentation, PS&E development, railroad coordination, and property acquisition); as a result, the Total Projected Time Estimate will be less than the total of the time estimated for each activity. Refer to the 2023 TA Program Guide for additional guidance. Label attachment(s) as **O-Project Timeline** - No more than 2 pages

Month	Activities
12	Planning Activities (<i>minimum 6 months</i>) (Include the project in the STIP, execute Advance Funding Agreement (AFA) with the department, complete required local government training, assign local government and department roles and responsibilities, etc.)
6	Project Design and Plan Preparation (<i>minimum 6 months</i>). (Solicit, select, negotiate, and execute contract(s) for engineering and environmental services. Develop construction Plans, Specifications, and Estimates (PS&E) to state and federal standards. Include time for review by TxDOT District and Division staff, a registered accessibility specialist, and other agencies as needed.)
6	Environmental Clearance (<i>minimum 6 months</i>). (Complete the NEPA Scope Development Tool, environmental documentation, and appropriate resource studies; consider environmental mitigation, permits, and review by resource agencies). All documentation and exhibits must meet state and federal standards.
8	Row Acquisition (acquisitions should occur after environmental clearance)(Include time for surveying, appraisals, title transfer, etc. Only incidental utility adjustments may be eligible.)
0	Railroad coordination (<i>1 to 2 years</i>) . (Include time for railroad owner review of plan documents and execution of railroad agreement.)
0	No
15	Project Construction/Implementation (<i>minimum 12 months</i>) . (Include time for advertising, procurement of construction contractor, contract negotiations, site preparation, construction, inspection, project close-out, etc.)
43	Total Project Development Time Estimate

Reminder: All responses in the Detailed Application MUST be supported by the attachments. Proposed countermeasures and infrastructure elements MUST be specified in the Itemized Budget. Items missing supporting documentation will not be considered during project evaluation.

CB_7

ITEMIZED BUDGET

30. Itemized Construction Cost Estimate

a. Please provide the contingency estimate this project cost estimate is using: 10% ▼

Contingency is only allowable if the project PS&E is less than 60% complete.

b. Inflation percent increase assumed as part of this project cost estimate is equal to 4%.

c. What year does this cost estimate assume construction begins? FY 2026 ▼

d. Provide a detailed cost estimate of all construction costs - use appropriate units (SY, SF, LF, LS, EA, etc.)

[Click here for TxDOT's Average Low Bid Unit Prices](#) (or visit:

https://tableau.txdot.gov/views/BidItemAverageCost/BidItemAvgCostDashboard?%3Aembed=y&%3AisGuestRedirectFromVizportal=y&%3Aorigin=card_share_link)

Work Activities	Quantity	Unit	Unit Price	Amount
100 6002 PREPARING ROW	33	STA	\$1,745.00	\$57,585
416 6003 DRILL SHAFT (30 IN)	64	LF	\$300.00	\$19,200
432 6001 RIPRAP (CONC)(4 IN)	3	CY	\$500.00	\$1,500
502 6001 BARRICADES, SIGNS, AND TRAFFIC HAND	6	MO	\$5,000.00	\$30,000
529 6008 CONC CURB & GUTTER (TY II)	2,827	LF	\$30.00	\$84,810
530 6004 DRIVEWAYS (CONCRETE)	617	SY	\$85.00	\$52,445
530 6007 TURNOUTS (CONC)	467	SY	\$85.00	\$39,695
530 7001 SPEED TABLE	340	SY	\$130.00	\$44,200
530 6004 DRIVEWAYS (GRAVEL)	222	SY	\$30.00	\$6,660
531 6002 CONC SIDEWALKS (5")	2,936	SY	\$110.00	\$322,960
531 6004 CURB RAMPS (TY 1)	1	EA	\$1,800.00	\$1,800
531 6010 CURB RAMPS (TY 7)	4	EA	\$2,500.00	\$10,000
531 6017 CURB RAMPS (TY 22)	2	EA	\$3,500.00	\$7,000
531 7001 CONC SDWK (5") FLAGSTONE	51	SY	\$225.00	\$11,475
610 7001 LED DECORATIVE ILLUMINATION ASSEMB	8	EA	\$5,000.00	\$40,000
618 6023 CONDT (PVC) (SCH 40) (2")	3,271	LF	\$15.00	\$49,065
618 6024 CONDT (PVC) (SCH 40) (2") (BORE)	204	LF	\$35.00	\$7,140
618 6049 CONDT (PVC) (SCH 80) (2") (CONC ENCSE	114	LF	\$22.00	\$2,508
620 6009 ELEC CONDR (NO.6) BARE	3,473	LF	\$3.00	\$10,419
620 6010 ELEC CONDR (NO.6) INSULATED	6,946	LF	\$3.50	\$24,311
624 6002 GROUND BOX TY A (122311)W/APRON	3	EA	\$1,300.00	\$3,900
628 6144 ELC SRV TY D 120/240 060(NS)SS(E)PS	1	EA	\$8,000.00	\$8,000
105 6011 REMOVE ASPHALT DRIVEWAY PAVEMENT	734	SY	\$12.00	\$8,808
104 6017 REMOVE CONCRETE DRIVEWAY PAVEMENT	721	SY	\$18.00	\$12,978
BENCH	6	EA	\$1,500.00	\$9,000
TRASH AND RECYCLE RECEPTACLES	8	EA	\$2,000.00	\$16,000
BIKE RACK	8	EA	\$800.00	\$6,400
TEMP EROS CNTL, SWPPP, PERM SEED/SOD (5%)	1	LS	\$44,400.00	\$44,400
EARTHWORK (5%)	1	LS	\$44,400.00	\$44,400
UTILITIES (10%)	1	LS	\$88,800.00	\$88,800
SIGNING AND PAVEMENT MARKINGS (3%)	1	LS	\$26,600.00	\$26,600
MOBILIZATION (10%)	1	LS	\$120,100.00	\$120,100
				\$0
				\$0
				\$0
				\$0
				\$0
Subtotal:				\$1,212,159

(Continued on next page)

BUDGET SUMMARY

33. Project Budget Summary *(many lines automatically populate)*

Total Itemized Construction Cost Estimate <i>(topic 30 total, from Budget Page 3)</i>	1.	\$1,212,159
Contingency Costs <i>(line 1 X contingency percentage)</i>	2.	\$121,216
Inflation Adjustment <i>(line 1 X 4% X assumed years until construction)</i>	3.	\$151,355
Total Additional Construction-Related Costs <i>(topic 31 total, from Budget Page 4)</i>	4.	\$158,600
Total Construction Cost Estimate <i>[Sum of lines 1 through 4]</i>	5.	\$1,643,330
TxDOT Direct State Costs for project oversight <i>(15% of line 1)</i>	6.	\$181,824
Total Preliminary Engineering Cost <i>(topic 32 total, from Budget Page 4)</i>	7.	\$238,312
Total Project Cost Estimate <i>[Sum of lines 5 through 7]</i>	8.	\$2,063,466
Optional Local Match Increase*	20%	\$412,693
<i>of line 8</i>		
TxDOT Optional Discretionary Funds**	0.0%	-

TDCs: If a project sponsor is eligible to use TDCs, these credits will be applied to the project in lieu of the local match. See Cost Participation Summary below.

***Local Match:** Project sponsors may increase the required Local Match above 20% by adjusting the Local Match percentage in the box above. If the project is eligible for Transportation Development Credits (amount shown in number 9 below), then the federal share will be fixed at 100% federal participation in lieu of local match.

****TxDOT Discretionary Funds:** In a minority of cases, TxDOT Districts may participate financially in projects to reduce the local match. "Optional Local Match Increase" percentage and "TxDOT Optional Discretionary Funds" percentage must total 20%. See Detailed Application Instructions for more information.

Eligibility for Transportation Development Credits

Select Project Sponsor from dropdown. If Project Sponsor is not listed, then it was determined to be ineligible for Transportation Development Credits.

(select) ▼

Eligible Transportation Development Credits	9.	\$0
---------------------------------------------	----	------------

	Participation				
	Percent	Preliminary Engineering Costs	Construction Costs <small>(plus contingency and inflation)</small>	Direct State Costs	Total Project Costs
Federal	80.0%	\$ 190,650	\$ 1,314,664	\$ 145,459	\$ 1,650,773
State	0.0%	\$ -	\$ -	\$ -	\$ -
Local	20.0%	\$ 47,662	\$ 328,666	\$ 36,365	\$ 412,693
Total	100%	\$ 238,312	\$ 1,643,330	\$ 181,824	\$ 2,063,466

COST PARTICIPATION SUMMARY

Total Federal Participation	80.0%	\$1,650,773
Total State Participation	0.0%	\$0
Total Local Participation	20.0%	\$412,693

PROJECT COMMITMENT

The applicant confirms understanding of the following requirements by checking boxes and signing below.

- This is a reimbursement program. If the project sponsor implements any stage of the project, then they must finance that phase until reimbursement funds are available. Invoices must be submitted with proper documentation on a regular basis (typically monthly, but no less than quarterly).
- If TxDOT implements any phase of the project on behalf of the project sponsor, then any local match would be due in full to TxDOT prior to commencement of each phase (i.e. preliminary engineering or construction). Project selection does not guarantee that TxDOT will implement a project on behalf of any recipient.
- Until authorized by TxDOT with a notice to proceed, the project sponsor should not enter into a contract or incur costs for any aspect of the project for which the project sponsor is seeking federal participation. Otherwise, the project sponsor risks incurring costs that will not be reimbursed.
- The project sponsor understands they are responsible for providing a local match (cash) to cover 20% of the total project cost (including TxDOT Direct State Costs) unless eligible for Transportation Development Credits (TDCs). For project sponsors eligible for TDCs, these credits will be applied as additional federal funds in lieu of local match. Depending on approved local match option, TxDOT will reimburse a portion or all of the total expenses on each invoice submitted with proper documentation of expenses.
- The project sponsor must be prepared to fund any project costs in excess of the amounts indicated in the budget entered into this detailed application and/or the amount awarded by the commission (i.e., project cost overruns).

<hr/> <i>Signature</i>
<hr/> <i>Print Name and Title</i>
<hr/> <i>Telephone Number</i>
<hr/> <i>Date</i>

<hr/> <i>TxDOT District Signature (if applicable)</i>
<hr/> <i>Print Name and Title</i>
<hr/> <i>Telephone Number</i>
<hr/> <i>Date</i>

Refer to TxDOT's 2023 TA Detailed Application Instructions for submittal instructions.

Transportation Alternatives Grant

Old Fitzhugh Road Sidewalk Project



Progress Report

Old Fitzhugh Road PS&E

May 2023

Description of Work Performed During the Past Period – May 2023

PROJECT MANAGEMENT

- Project management and administration
- Internal team coordination

ROADWAY DESIGN

- Evaluate updated survey files; ROW comparison and questions to survey team
- Review roadway alignments to adjust for the following: ROW line changes, continuous pedestrian illumination, avoid ¼ critical root zone for trees.

DRAINAGE DESIGN

- Pond sizing for Drainage Basin B

ILLUMINATION

- 60% design phase, incorporation of additional pedestrian level lighting fixtures
- Coordination on power supply needs with irrigation team

UTILITY COORDINATION

- Coordination with illumination
- Continued utility assignments

ENVIRONMENTAL

- No tasks this period, received Letter of No Effect from THC

ROW SURVEYING

- Additional research on property lines with updated survey questions
- Survey of Drainage Outfall A and adjacent property owners lots (impervious cover)

LANDSCAPE, STREETScape, URBAN DESIGN

- 60% design layout internal submission – landscape
- 60% design layout – illumination
- Coordination on power supply needs with illumination team

GEOTECHNICAL ENGINEERING AND PAVEMENT DESIGN

- Pavement design recommendation

PS&E PREPARATION

- No PS&E Preparation Tasks This Period

PUBLIC ENGAGEMENT

- No Public Engagement tasks this period

Anticipated Work to be Performed Next Period – June 2023**PROJECT MANAGEMENT**

- Project management and administration
- Internal team coordination

ROADWAY DESIGN

- Update roadway alignments to adjust pending final determination on ROW line changes, continuous pedestrian illumination, avoid ¼ critical root zone for trees.
- Finalize 60% design

DRAINAGE DESIGN

- Drainage design meeting on Drainage Basin B
- Pond sizing for Drainage Basin A
- 60% design initiation with finalization of roadway files and any alignment updates

ILLUMINATION

- Continue 60% design

UTILITY COORDINATION

- Continue utility assignments

ENVIRONMENTAL

- No tasks anticipated next period

ROW SURVEYING

- Processing of survey data for Drainage Outfall A and adjacent property owners lots (impervious cover)

LANDSCAPE, STREETScape, URBAN DESIGN

- Address HDR comments on 60% design plans pending any alignment updates

GEOTECHNICAL ENGINEERING AND PAVEMENT DESIGN

- Finalize pavement design recommendation

PS&E PREPARATION

- Begin 60% PS&E package development

PUBLIC ENGAGEMENT

- No tasks anticipated next period

Project Needs

- Key property owner coordination to provide direction on drainage easement locations pending Pond Evaluation (underway currently)

Project Challenges and Resolutions – *This Period*

- Updated survey results in ROW line changes throughout Old Fitzhugh Road. Evaluating minor alignment changes as required. Final resolution next month.

This progress report reflects work performed during the given month. Invoice periods may vary slightly. Subconsultant invoices may be delayed in the invoicing process.

T.O. #2-
60% PSE's NTP
Oct 21, 2022

TIRZ Board Mtg
June 12, 2023

TIRZ PM Notes:
"OFR PSE's Schedule Update"
230608- KS
Project Schedule Item 4.

Task Name	Calendar Days	Start	End	Feb 22	Mar 22	Apr 22	May 22	Jun 22	Jul 22	Aug 22	Sep 22	Oct 22	Nov 22	Dec 22	Jan 23	Feb 23	Mar 23	Apr 23	May 23	Jun 23	Jul 23	Aug 23	Sep 23	Oct 23	Nov 23	Dec 23	Jan 24	Feb 24	Mar 24	Apr 24	May 24	Jun 24
Project Management	1040	1-Feb-22	6-Dec-24	[Blue bar]																												
Utility Coordination	806	8-Feb-22	24-Apr-24	[Blue bar]																												
Environmental Documentation	806	8-Feb-22	24-Apr-24	[Blue bar]																												
Public Outreach	176	11-Oct-22	5-Apr-23	[Blue bar]																												
Public Meeting Preparation	21	11-Oct-22	5-Apr-23	[Blue bar]																												
Property Owner Meetings	92	1-Nov-22	30-May-23	[Blue bar]																												
Dripping TIRZ Board Meeting	1	9-Jan-23	9-Jan-23	[Blue bar]																												
Historic Preservation Meeting	1	2-Feb-23	2-Feb-23	[Blue bar]																												
Planning and Zoning Commission	1	15-Feb-23	15-Feb-23	[Blue bar]																												
City Council	1	21-Feb-23	21-Feb-23	[Blue bar]																												
Transportation Committee	1	27-Feb-23	27-Feb-23	[Blue bar]																												
Public Meeting	1	7-Mar-23	7-Mar-23	[Blue bar]																												
Public Meeting Comment Period	30	7-Mar-23	5-Apr-23	[Blue bar]																												
Dripping TIRZ Board Meeting	1	12-Jun-23	12-Jun-23	[Blue bar]																												
Right-of-Way and Surveying	440	2-Apr-22	16-Jun-23	[Blue bar]																												
Deliverable - Survey Files		16-Jun-23	16-Jun-23	[Blue bar]																												
Geotechnical Engineering and Pavement Design	60	15-Jan-23	16-Mar-23	[Blue bar]																												
30% PS&E	224	1-Feb-22	13-Sep-22	[Blue bar]																												
Draft 30% Design	149	1-Feb-22	30-Jun-22	[Blue bar]																												
City Review of 30% Design	35	30-Jun-22	3-Aug-22	[Blue bar]																												
30% Design Review Meeting	1	29-Jul-22	29-Jul-22	[Blue bar]																												
Meeting to Discuss ROW and/or Easements	1	9-Aug-22	9-Aug-22	[Blue bar]																												
Address City Comments on 30% Design	40	4-Aug-22	13-Sep-22	[Blue bar]																												
Deliverable - 30% Design Plans and Estimates		13-Sep-22	13-Sep-22	[Blue bar]																												
60% PS&E	382	25-Oct-22	11-Nov-23	[Blue bar]																												
Draft 60% Design	306	25-Oct-22	27-Aug-23	[Blue bar]																												
City/TxDOT Review of 60% Design	45	28-Aug-23	11-Oct-23	[Blue bar]																												
60% Design Review Meeting	1	12-Oct-23	12-Oct-23	[Blue bar]																												
Address City/TxDOT Comments on 60% Design	30	13-Oct-23	11-Nov-23	[Blue bar]																												
Deliverable - 60% Design Plans and Estimates		11-Nov-23	11-Nov-23	[Blue bar]																												
90% Design	135	11-Nov-23	25-Mar-24	[Blue bar]																												
Draft 90% Design	60	11-Nov-23	9-Jan-24	[Blue bar]																												
City/TxDOT Review of 90% Design	45	10-Jan-24	23-Feb-24	[Blue bar]																												
90% Design Review Meeting	1	24-Feb-24	24-Feb-24	[Blue bar]																												
Address City/TxDOT comments on 90% Design	30	25-Feb-24	25-Mar-24	[Blue bar]																												
Deliverable - 90% Design Plans, Specifications, and Estimates		25-Mar-24	25-Mar-24	[Blue bar]																												
100% Design	28	27-Mar-24	24-Apr-24	[Blue bar]																												
Prepare Final 100% Design	30	28-Mar-24	24-Apr-24	[Blue bar]																												
Deliverable - 100% Design Plans, Specifications, and Estimates		25-Apr-24	24-Apr-24	[Blue bar]																												
Bid Phase Services	41	26-Apr-24	6-Jun-24	[Blue bar]																												
Prepare Bid Package	14	25-Apr-24	8-May-24	[Blue bar]																												
Bid Phase Services	30	8-May-24	6-Jun-24	[Blue bar]																												
Deliverable - Bid Package		9-May-24	8-May-24	[Blue bar]																												
Construction Phase Services	183	7-Jun-24	6-Dec-24	[Blue bar]																												

Task Order #2

Future Task Order #3

60% > 90% PSE's

★ Draft 60% PSE's
Aug 27, 2023

Deliverable 60% PSE's
Nov 11, 2023

90% PSE's
Mar 25, 2024

Key Decision Dates for Critical Path Items	
Right of Entry for Property Owners	9-May-23
Direction on Drainage Easement Locations & Drainage Basin Approach	7-Jul-23
NTP for 100% Design	25-Mar-24
TxDOT TA Funding Decision before 90% design	11-Nov-23

T.O. #2 Funding
Horizon > T.O. #3
Decision & NTP



STAFF REPORT
City of Dripping Springs
PO Box 384
511 Mercer Street
Dripping Springs, TX 78620

Submitted By: Michelle Fischer, City Administrator

Council Meeting Date: June 6, 2023

Agenda Item Wording: **Discuss and consider approval of a Professional Services Agreement between the City of Dripping Springs and Architexas for full architectural services for the Stephenson Building and authorization for staff to issue a Notice To Proceed on Task Order #1 (Design Development).** *Sponsor: Council Member Sherrie Parks.*

Agenda Item Requestor: Michelle Fischer, City Administrator

Summary/Background: Architexas completed the updated feasibility study and cost estimates for the Stephenson Building and presented them to City Council. The next tasks in the project are the design development, construction documents, and permitting/bidding and construction administration. Architexas submitted a proposal for these tasks, worked with staff to refine the proposal, and a professional services agreement was drafted.

Task Order #1, design development, is \$100,675 and will take approximately 8 weeks. Task Order #2, construction documents, is \$110,250 and will take approximately 9 weeks. Task Order #3 permitting/bidding and construction administration is \$77,500 and will take approximately 6 months. The proposal also includes \$3,500 in reimbursable expenses. This fiscal year there is approximately \$200,000 left in the budget line item for this project. We can get Task Order #1 and most of Task Order #2 completed this fiscal year, which lines up with the timeline well.

Staff is seeking City Council approval of the Professional Services Agreement and authorization to issue a Notice To Proceed on Task Order #1 (Design Development).

At the end of the Design Development Phase, Architexas will give presentations to the Historic Preservation Commission and TIRZ Board, and to the City Council on the progress of the design, and a real, detailed cost estimate. At that time, if agreeable, we will seek City Council authorization to proceed with Task Order #2 (Construction Documents), yielding another “check point” and look at a refined Design & Cost Estimate at the end of that phase, before City Council authorizes the project to be let out for Construction Bids.

Costs would be well understood and agreed on, and Construction funding would have to be lined-up before going ahead with bids. But this architectural work allows us to get to that decision point.

Commission Recommendations:	Historic Preservation Commission supported this project in their FY 2024 Budget Recommendation and the TIR Board made this project a priority project.
Recommended Council Actions:	Staff recommends approval of the Professional Services Agreement and authorization to issue a Notice To Proceed on Task Order #1 (Design Development).
Attachments:	Professional Services Agreement and Architexas Proposal.
Next Steps/Schedule:	If approved, execute PSA and issue Notice To Proceed with Task Order #1.

PROFESSIONAL SERVICES AGREEMENT

This Agreement, made and entered into this, the ____ day of _____ 2023, and between the City of **Dripping Springs**, Texas (hereinafter referred to as the “City”) and **Architexas** (hereinafter referred to as "Contractor"), is understood and agreed to be as set forth herein:

1. Description of Services: The City and Contractor agree to the following:

- (a) Contractor shall provide full architectural services to the City of Dripping Springs for the historic Stephenson Building at 101 Old Fitzhugh Road in Dripping Springs as described in Attachment “A”.
- (b) Contractor shall deliver reports to City Hall via mail, in person, or other electronic means as appropriate.
- (c) Contractor shall conduct business in good faith displaying professionalism and a courteous manner in dealings with the staff, citizens, and customers of the City.
- (d) Contractor will report to the City Administrator, verbally or in writing, any conflicts between Contractor and any citizen or customer in the course of performing said duties and responsibilities.
- (e) Contractor shall maintain complete and accurate records of work performed for the City. Contractor shall manage both public and confidential records that Contractor obtains pursuant to this Agreement with the understanding that some records may be subject to state open records laws. Contractor shall comply with the City's public information policies.
- (f) Contractor shall perform other related duties as needed.

2. Scope of Work: Contractor will provide full architectural services to the City and all work as described in Attachment “A”. Additional Services may be agreed to in writing by both parties and billed at a negotiated rate.

3. Ownership of Documents: Any documents created for the City shall become the property of the City. Any section in Attachment “A” to the contrary is preempted by this Agreement. All portions of the proposal are considered by the Contractor to be trade secrets and proprietary information for purposes of the Texas Public Information Act. If any document related to the Contractor’s proposal is requested, Contractor will be contacted as required by law. Any final draft or document created by the Contractor that is adopted by the City, other than this proposal, shall not be considered proprietary or a trade secret.

4. Schedule: The schedule shall include completion of the tasks as outlined in Attachment

“A”. Work for each Task Order will be started once each Task Order is approved by Council and a written Notice to Proceed is issued by the City Administrator or the Administrator’s Designee.

- 5. Payment for Services:** The City will compensate Contractor in accordance with the fee structure contained in Attachment “A”. The cost shall not exceed two hundred eighty-eight thousand four hundred twenty-five dollars (\$288,425) plus up to three thousand five hundred (\$3,500) in reimbursable expenses. Contractor shall invoice City accordingly. Any charge that is in excess of the costs in the proposal shall not be paid by the City unless additional costs have been approved in writing by the City.
- 6. Relationship of Parties:** It is understood by the parties that Contractor is an independent contractor with respect to the City and not an employee of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Contractor. The City may contract with other individuals or firms for legal services.
- 7. Limitations:** During the period the Contractor is covered by this agreement, the Contractor will not be permitted to perform any services for any agency, developer, contractor, or individual performing work within or for the City, or any project or construction that involves inspection, coordination, approval or in any other manner that involves the City other than that work assigned by an agency of the City.
- 8. Termination:** Either party may terminate this Agreement at any time with written notice to the other party. In the event of termination, payment shall be made as described in Attachment “A”.
- 9. Injuries/Insurance:** Contractor acknowledges the Contractor's obligation to obtain appropriate insurance coverage as listed in Attachment “B”.
- 10. Indemnification:** Contractor agrees to indemnify and hold City harmless from all claims, losses, expenses, fees, including attorney's fees, costs, and judgments that may be asserted against the City that result from acts or omissions of Contractor, Contractor's employees, if any, and Contractor's agents. Liability of the Contractor is limited to the limits of insurance provided by Contractor in Attachment “B”. Any section to the contrary in Attachment "A" is preempted by this Agreement.
- 11. Assignment:** Contractor's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City except as provided for, and with the protections, described in Attachment "A".
- 12. Notice:** All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

For the City:

City of Dripping Springs
 Attn: City Administrator
 P.O. Box 384
 Dripping Springs, TX 78620
 (512) 858-4725

For the Contractor:

Architexas
 Attn: Larry Irsik, AIA, Senior Principal
 2900 S. Congress Avenue, Suite 200
 Austin, TX 78704
 (512) 444-4220

Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.

- 13. Law & Venue:** This Agreement shall be governed by the laws of the State of Texas. The venue for any disputes arising under this Agreement shall be Hays County, Texas. Non-Binding mediation shall be the first dispute resolution as described in Attachment "A".
- 14. Mandatory Disclosures:** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict-of-Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176). The Contractor must also **fill** out Form 1295, as required by the Texas Ethics Commission, and submit it to the City. The form may be found here: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
- 15. Severability:** If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 16. Waiver of Contractual Right:** The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.
- 17. Entire Agreement:** This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. If this Agreement conflicts with Attachment "A", this Agreement controls. This Agreement supersedes any prior written agreements between the parties.

CLIENT:

City Of Dripping Spring

Michelle Fischer, City Administrator

Date

CONTRACTOR:

Architexas

Larry Irsik, AIA, Senior Principal

Date

Attachment A

ARCHITEXAS PROPOSAL

May 22, 2023

Michelle Fischer
 City Administrator
 511 Mercer Street
 Dripping Springs, Texas 78620
 512.858.4725
mfischer@cityofdrippingsprings.com

**Re: Proposal for the Historic Stephenson School Building – Full Architectural Services
 101 Old Fitzhugh Road, Dripping Springs, Texas 78620**

Architexas is pleased to submit this proposal for full architectural services for the restoration, rehabilitation and addition to the City of Dripping Springs for the historic Stephenson Building at 101 Old Fitzhugh Road in Dripping Springs, Texas. These services will be provided by Architexas and our consultants with input and assistance by City of Dripping Springs representatives who will assist in guiding the design team on your desire for development of the property in a cost efficient, functional and historically sensitive manner.

PROJECT TEAM MEMBERS

Basic Services

Architexas	<i>Architect of Record</i>
AEC	<i>Structural Engineering</i>
Cleary Zimmerman	<i>MEP Engineering</i>

Specialty Consultant Services

Doucet	<i>Civil Engineering and Site Permitting</i>
BAI	<i>Acoustics and Audiovisual Programming</i>
Geotechnical Solutions	<i>Geotechnical Engineering</i>
Co’Design	<i>Landscape Architect and Irrigation Consultant</i>
Vermeulens	<i>Cost Estimating</i>
KS Permitting, LLC	<i>Permitting Services Consultant</i>
Rob Roy Parnell, Inc.	<i>RAS Reviewer</i>

SCOPE OF SERVICES

TASK Order 1 - DESIGN DEVELOPMENT

1.1 Project Kick-Off

The Architexas team will participate in a project kick-off meeting to review the scope of work, project schedule, project budget, and will discuss procedures and chain of communication with city stakeholders. **ONE (1) MEETING**

1.2 Project Base Documents

Architexas will conduct additional field measuring to further refine the existing CAD drawings and develop base CAD details of existing doors, windows, roofing details and framing conditions. The additional field measuring will also enable Architexas to develop base building sections and a reflected ceiling plan with existing framing in CAD. We will also release the geotechnical engineer to perform their work.

1.3 Existing Conditions Assessment

Architexas and its consultants will further visually inspect the existing conditions of the building and site and will document detailed deficiencies that require repair, restoration, or replacement. This documentation will be used to develop selective demolition documents and allow us to illustrate the limits of work where repair is required on materials like masonry, wood flooring, doors and windows, wood trim, and plaster, etc.

1.4 Code and ADA Review

Architexas will review and update the previously prepared local ordinances and building code analysis if needed. Architexas will also submit 100% DD documents for RAS Review.

1.5 Interior Planning and Design Development

Based on the updated concept plans approved on the Stephenson Building dated March 15, 2023, Architexas will proceed with preparation of further developed floor plans, building sections, interior elevations, and reflected ceiling plan drawings. We will also develop concept image boards to illustrate refined space planning, and interior finish materials. Our consultant team will also prepare narrative descriptions of their scope of work, including MEP and structural systems to be incorporated into the design.

1.6 Design Confirmation Meeting

Architexas will participate in one (1) design confirmation meeting with the city stake holders to review the space plan, interior elevations and finishes, and the further developed site plan. **ONE (1) MEETING**

1.7 User Meetings

Architexas will conduct one (1) user meetings with stakeholders to verify detailed items such as owner-provided equipment, built-in cabinetry requirements, lighting, switch & outlet locations, door hardware requirements, building security, etc. **ONE (1) MEETING**

1.8 Design Development Confirmation Meeting

Architexas will conduct a one (1) Design Development confirmation meeting with city stakeholders to review the 100% Design Development documents. After comments are addressed and documents are updated, an estimate of probable construction cost will be prepared and presented to the Owner. Architexas will prepare a Certificate of Appropriateness and attend one Historic Preservation Commission meeting. We will attend one TIRZ Board/City Council meeting for project design approval. **THREE (3) MEETINGS**

Task Order 1 - Deliverables:

- *Geotechnical report*
- *Written summary of further detailed existing conditions assessment, code review, and system requirements.*
- *Written Basis of Design*
- *Demolition Floor Plan and Notes*
- *Architectural Floor Plan showing renovations scope, floor finishes and furniture/ equipment arrangements.*
- *Building Section(s)*
- *Architectural Reflected Ceiling Plans illustrating ceiling concepts, materials, and proposed lighting layout.*
- *Architectural Exterior and Interior Elevations*
- *Door, Window and Hardware Schedule*
- *Finish Schedules*
- *Civil and Landscape drawings*
- *Mechanical, Electrical and Plumbing drawings.*
- *Structural Drawings*
- *Outline Specifications - Table of Contents*
- *100% DD RAS Review*
- *100% Design Development Estimate of Probable Construction Cost*

Task Order 2 - CONSTRUCTION DOCUMENTS

Upon approval of Task Order 1, and written authorization to proceed with Task Order 2, Architexas will provide the services below:

2.1 Develop Construction Documents & Specifications

Based on the approved Design Development Documents in Task Order 1, Architexas will prepare Construction Documents that will set forth in detail the requirements for construction of the Project and will include Drawings and Specifications that establish the quality levels of materials and systems required.

2.2 50% CD Scope and Budget Confirmation Meeting

Upon completion of Task 2.1 to 50% level of Construction Document completion, Architexas will conduct one (1) meeting with Owner stakeholders to confirm the 50% CD drawings prior to finalizing Construction Documents. **ONE (1) MEETING**

2.3 TAS Consultation

Architexas will consult on an as-needed basis with a third-party Registered Accessibility Specialist for TAS compliance.

2.4 Finalize Construction Documents & Specifications

Based on input from Task 3.2 and Task 3.3, Architexas will finalize the Construction Documents and Specifications that will set forth in detail the requirements for bidding and construction of the project. A final estimate of probable Construction Cost will be prepared at 100% completion of the CD documents. **ONE (1) MEETING**

Task 3 Deliverables:

- General Notes and Specifications
- Demolition Floor Plan and Notes
- Architectural Floor Plan and Dimensional Control
- Building Sections
- Architectural Reflected Ceiling Plan
- Architectural Interior Elevations
- Door, Window and Hardware Schedule
- Interior Finish Schedule
- Architectural Details
- Mechanical, Electrical and Plumbing drawings
- Structural Drawings
- COMCheck application as required
- Civil Engineering
 - Site Plan
 - Grading Plan
 - Utility Plan
 - Existing Drainage Area Map
 - Proposed Drainage Area Map
 - Erosion & Sedimentation control plan and details
- Landscape Plan
- Irrigation Plans
- Estimate of Probable Construction Cost at CD completion
- 50% CD RAS Review
- Final Signed and Sealed Construction Documents (Drawings and Specifications)

Task Order 3 – PERMITTING / BIDDING & CONSTRUCTION ADMINISTRATION

Upon approval of Task Order 2, and written authorization to proceed with Task Order 3, Architexas will provide the services below:

3.1 Permitting Services

Architexas has a Permit Consulting Firm that will handle the permitting process from start to finish from initial consultation to delivering the approved permit.

3.2 Bidding and Negotiation

Architexas will assist as necessary in obtaining bids, negotiated proposals, and preparing bid documents, including addenda and responding to contractor’s bidding questions. Architexas will attend one (1) pre-bid meeting and review bidding information and assist in evaluating the qualifications and proposals. If needed, Architexas will attend a City Council meeting for approval of the project to go to bid. **ONE (1) MEETING**

3.3 Construction Administration

Architexas will visit the site every 2 weeks during the construction period, to become generally familiar with the work progress and to observe if work is being performed in accordance with the Construction Documents.

3.4 Substantial Completion

When the work is found to be substantially complete, Architexas will conduct on-site project review to determine the date of substantial completion and the schedule to achieve final completion. **ONE (1) MEETING**

3.5 Final Completion

Architexas will receive and review written warranties and related documents required by the Contract Documents and assembled by the Contractor. When the Work is found to be fully complete, Architexas will conduct a final walk with the Project Manager to determine full compliance of the project with the Contract Documents and certify a final Certificate of Payment. This task includes one (1) site visit and approval of final pay application. **ONE (1) MEETING**

Task Order 3 Services:

- Attend **one (1) pre-construction meeting**
- Attend bi-monthly OAC meetings; virtually or at the project site
- Prepare field reports from site visits
- Respond to RFI's
- Prepare ASI's and Proposal Requests with Client approval
- Issuing Change Orders with Client approval
- Review shop drawings and other submittals from the contractor
- Review monthly pay-applications
- Assumes **two (2) site visit per month** for duration of construction
- One (1) site visitation and review of Contractor's punch list
- One (1) site visit to review Contractor final corrected work
- Review closeout documentation from the Contractor
- 1 Year Warranty Review by Architexas team

SPECIALTY CONSULTANT SERVICES

Acoustics and Audio Visual Programming

Acoustics

- Survey of existing conditions and finishes
- Recommendations to the design team relating to interior finishes as required to provide suitable meeting spaces, architectural isolation of potential noise sources such as mechanical equipment, and potential acoustical separation of spaces. Recommendations will be coordinated with historical requirements as may be determined.
- Response to RFIs and submittal review throughout the project.
- HVAC Noise Control Design:
 - Review of the HVAC design from a noise control perspective.
 - Recommendations to the ME and design team regarding control of HVAC noise levels in occupied spaces

Audiovisual Systems Programming

- Programming services for potential audiovisual systems, to serve as a guide for detailed design of such systems, whether included as a part of the initial contract documents or to be used in negotiations with potential suppliers.
- Hold discussions with project stakeholders and design team members (online and/or in person), to determine what system(s) are required for functional use of the spaces.
- Coordinate with the design team regarding integration of certain audiovisual design features with the architecture, including potential audiovisual display sizes and locations, equipment room(s), and loudspeakers.
- Submit a summary list of systems and budgets for use in current or future detailed design/procurement.
- For purposes of coordination during design, most coordination will be via electronic means, including meetings as required.
- One site visit is included at inception of design. One additional audiovisual programming meeting may be in person, if needed.

Geotechnical

- Services include 2 borings at addition, site photos, site observations, lab data, and foundation design recommendations in the final report.
- A final report will be issued within 10 days of receipt of a Notice to Proceed.

Landscaping and Irrigation

- Provide landscape design and drawings, specifications, and irrigation design

Cost Estimating

- Provide estimate of probable construction cost at 100% SD, 100% DD, and 50% CD

ASSUMPTIONS

- Civil improvements limited to the “Approximate limits of site work” per the attached site layout dated 3-15-23.
- Site plans beyond the “Approximate limits of site work” to be provided by others.
- Water Quality pond not needed or by others.
- Detention pond not needed or by others.
- No platting required.
- Survey with utilities, topography, easements, setbacks, hardscaping, curbs and gutters with elevations, etc. to be provided by Owner
- No TCEQ submittal or approval required
- Title Commitment information with all easements, encumbrances, etc. to be provided for the design survey.

PROJECT SCHEDULE

Architexas proposes to provide the following schedule for project services:

Task Order 1	Design Development	8 weeks
Task Order 2	Construction Documents	9 weeks
Task Order 3	Permit/Bidding/Construction Administration	6 months (estimated)

COMPENSATION

Compensation will be hourly to a maximum fee of \$288,425 plus approved reimbursable expenses. Invoices will be submitted monthly for services performed to date.

TASK Order 1 - DESIGN DEVELOPMENT \$100,675

Basic Services Consultants

Architexas (Architect)	\$59,750
AEC (Structural)	\$6,650
<u>Cleary Zimmerman (MEP)</u>	<u>\$10,325</u>
TOTAL	\$76,725

Specialty Consultants

Doucet (Civil Engineer)	\$8,000
BAI (Acoustical and Audiovisual Programming Services)	\$5,000
Geotechnical Solutions	\$1,000
Co’Design (Landscape/Irrigation)	\$4,700
Rob Roy Parnell, Inc. (RAS Reviewer)	\$1,750 (100% DD Review + Consultation)
<u>Vermeulens (Cost Estimating)</u>	<u>\$3,500</u>
TOTAL	\$23,950

TASK Order 2 – CONSTRUCTION DOCUMENTS \$110,250

Basic Services Consultants

Architexas (Architect)	\$74,000
AEC (Structural)	\$7,600
<u>Cleary Zimmerman (MEP)</u>	<u>\$14,750</u>
TOTAL	\$96,350

Specialty Consultants

Doucet (Civil Engineer)	\$9,000
Co'Design (Landscape/Irrigation)	\$2,400
Rob Roy Parnell, Inc. (RAS Reviewer)	\$0.00 (Consultation)
<u>Vermeulens (Cost Estimating)</u>	<u>\$2,500</u>
TOTAL	\$13,900

TASK Order 3 – PERMITTING / BIDDING & CONSTRUCTION ADMIN. \$77,500

Basic Services Consultants

Architexas (Architect)	\$46,250
AEC (Structural)	\$4,750
<u>Cleary Zimmerman (MEP)</u>	<u>\$4,425</u>
TOTAL	\$55,425

Specialty Consultants

Doucet (Civil Engineer)	\$10,800 (\$6,800 Permitting + \$4,000 CA)
Doucet (Site Permitting)	\$6,000
Co'Design (Landscape/Irrigation)	\$1,000
KS Permitting, LLC (Permitting)	\$1,500
<u>Rob Roy Parnell, Inc. (RAS Reviewer)</u>	<u>\$2,775 (TDLR Registration / Plan Review / Inspection Fee)</u>
TOTAL	\$22,075

REIMBURSABLE EXPENSES

Expenses incurred in the interest of the project are included in the compensation for professional fees and include: In-house printing, copying, postage, mileage (.655/mile) and delivery. Reimbursable expenses will be invoiced at a 1.1 multiplier and are estimated to be \$3,500. Drawing submittals and final Construction Documents will be delivered electronically.

FUTURE ADDITIONAL AV and ACOUSTICAL CONSULTING SERVICES

A proposal will be provided for full Audiovisual Consulting Services will be provided once a scope of services is defined after completion of the Audiovisual Systems Programming and development of a projected budget for this scope of work.

SERVICES NOT INCLUDED IN THIS PROPOSAL

1. Hazardous materials testing, survey, abatement, report, cost estimating or consultation
2. Professional services relating to variance requests by jurisdictional authorities
3. Preparation of Federal or State Tax Credit applications (this may be provided as an additional service)
4. Historic paint analysis (this may be provided as an additional service)
5. Security Consultant Services (Architexas will work with the City's Security consultant and will integrate Owner consultant work into our documents and project budget)
6. Laboratory Testing
7. Furnishing selection or design
8. Financial Feasibility Studies
9. Environmental Studies
10. Providing services related to future facilities systems and equipment which are not intended to be constructed during the Construction Phase
11. Revising drawings or specifications or other documents after receiving written approvals
12. Providing services made necessary by the default of the Contractor or major Subcontractor
13. Graphic design or branding (other than code required signage, which is included)
14. Rental for vertical access equipment, if needed.
15. Engineering or documentation for LEED® or other sustainable certification programs
16. Value engineering or cost-reduction services or re- design following completion of 50% CDs
17. Services related to environmental remediation
18. Transcribing contractor's field notes into a final CAD or BIM file for the record-drawing purposes
19. Providing A/E CAD record drawings
20. Design changes after final construction documents have been submitted

21. Multiple CD packages such as a preliminary permit set or foundation package
22. Engineering and/or economic studies of alternative systems or equipment locations
23. IT consulting services
24. Detailed cost estimating Life-cycle cost analyses

HOURLY RATES

Architexas and its consultants will provide the services above at the following hourly rates up to a maximum of the fees indicated in each Task Order. Additional services requested by the Owner that are not part of the scope of work described in this proposal will be billed at these same hourly rates. Additional services must be approved by the Owner in writing before Architexas will provide any additional services.

Architexas

Senior Principal	\$300.00 / hour
Principal	\$250.00 / hour
Project Architect	\$150.00 / hour
Intern Architect	\$100.00 / hour
Senior Historic Preservation Specialist	\$150.00 / hour
Administrative	\$75.00 / hour

AEC

Managing Principal	\$250.00 / hour
Principal	\$220.00 / hour
Associate Principal	\$220.00 / hour
Senior Engineer	\$195.00 / hour
Project Engineer	\$185.00 / hour
Engineer	\$165.00 / hour
BIM Manager	\$165.00 / hour
BIM Technical/CAD Operator	\$135.00 / hour
Administrative	\$90.00 / hour

Cleary Zimmerman

Managing Principal	\$250.00 / hour
Principal	\$220.00 / hour
Associate Principal	\$220.00 / hour
Senior Engineer	\$195.00 / hour
Project Engineer	\$185.00 / hour
Engineer	\$165.00 / hour
BIM Manager	\$165.00 / hour
BIM Technical/CAD Operator	\$135.00 / hour
Administrative	\$90.00 / hour

Doucet

Managing Principal	\$250.00 / hour
Principal	\$220.00 / hour
Associate Principal	\$220.00 / hour
Senior Engineer	\$195.00 / hour
Project Engineer	\$185.00 / hour
Engineer	\$165.00 / hour
BIM Manager	\$165.00 / hour
BIM Technical/CAD Operator	\$135.00 / hour
Administrative	\$90.00 / hour

BAI

Managing Principal	\$250.00 / hour
Principal	\$220.00 / hour
Associate Principal	\$220.00 / hour
Senior Engineer	\$195.00 / hour
Project Engineer	\$185.00 / hour
Engineer	\$165.00 / hour
BIM Manager	\$165.00 / hour
BIM Technical/CAD Operator	\$135.00 / hour
Administrative	\$90.00 / hour

Co'Design

Senior Principal	\$300.00 / hour
Project Architect	\$150.00 / hour
Intern Architect	\$100.00 / hour
Administrative	\$75.00 / hour

Geotechnical Solutions fixed fee proposal

Vermeulens fixed fee proposal

KS Permitting, LLC fixed fee proposal

Rob Roy Parnell, Inc. fixed fee proposal

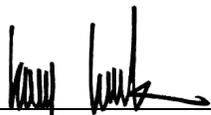
AGREEMENT

If you are in agreement with this proposal, please sign below. We look forward to the opportunity of working with you and your team on this wonderful historic structure in Dripping Springs.

Authorized Representatives:

Michelle Fischer
Dripping Springs, Texas; City Administrator

Date



Larry Itsik, AIA, Senior Principal
 ARCHITEXAS

 05.22.2023
Date

TERMS AND CONDITIONS

Terms and Conditions:

ARCHITEXAS shall perform the services outlined in this Agreement for the stated fee arrangement.

Access to Site: Unless otherwise stated, ARCHITEXAS will have access to the site for activities necessary for the performance of the services. The CLIENT acknowledges that some exploratory work may be required to examine concealed conditions and will be notified of potential areas of work before any work is performed. ARCHITEXAS will take precautions to minimize damage due to exploratory 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 CLIENT and ARCHITEXAS shall be submitted to non-binding mediation. CLIENT and ARCHITEXAS agree to include a similar mediation agreement with all contractors, subcontractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Billings/Payments: Invoices for ARCHITEXAS' services shall be submitted on a monthly basis for services performed to date. Invoices shall be payable within 30 days of receipt. If the invoice is not paid within 30 days, ARCHITEXAS 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 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.

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

Termination of Services: This Agreement may be terminated by the CLIENT or ARCHITEXAS should the other fail to perform its obligations hereunder. In the event of termination, the CLIENT shall pay ARCHITEXAS for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents: All documents produced by ARCHITEXAS under this agreement shall remain the property of ARCHITEXAS and may not be used by the CLIENT for any other endeavor without the written consent of ARCHITEXAS.

Hazardous Materials Indemnity: The CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless ARCHITEXAS, its officers, partners, employees and subconsultants (collectively, ARCHITEXAS) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of ARCHITEXAS.

Information Provided By Others: The CLIENT shall furnish, at the CLIENT'S expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. ARCHITEXAS may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. ARCHITEXAS shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT'S consultants and contractors.

Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or ARCHITEXAS. ARCHITEXAS' services under this Agreement are being performed solely for the CLIENT'S benefit, and no other party or entity shall have any claim against ARCHITEXAS because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and ARCHITEXAS agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultant's, vendors and other entities involved in this Project to carry out the intent of this provision.

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the CLIENT nor ARCHITEXAS, their respective officers, directors, partners, employees, contractors or sub-consultant's shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the CLIENT and ARCHITEXAS shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Limitation of Liability: To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of ARCHITEXAS and its officers, directors, partners, employees, agents and sub-consultants, and any of them, to the CLIENT and anyone claiming by, through or under the CLIENT, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied of ARCHITEXAS or its officers, directors, employees, agents or sub-consultants, or any of them, shall not exceed the total compensation received by ARCHITEXAS under this Agreement, or the total amount of \$288,000 whichever is less.

Betterment: If, due to ARCHITEXAS' negligence, a required item or component of the Project is omitted from ARCHITEXAS' construction documents, ARCHITEXAS 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 ARCHITEXAS be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

Proprietary Information: All portions of this proposal are considered by ARCHITEXAS to be trade secrets and proprietary information that if released without ARCHITEXAS permission, would give advantage to competitors. As such, these records are exempt for disclosure under Section 3(A)(4) and 3(A)(10) of the Texas Open Records Act. Release and utilization of this project shall be only under conditions established with the ARCHITEXAS team.

Licensure: In accordance with State law, you are hereby notified of the following: The Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, Texas 78701, Telephone (512) 305-9000, has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas.

Meaning of Terms:

- A. ARCHITEXAS: ARCHITEXAS shall mean ARCHITEXAS and its independent professional associates or consultants.
- B. CLIENT: City of Dripping Springs

Attachment B

CITY OF DRIPPING SPRINGS INSURANCE REQUIREMENTS

Contractor providing services for the City of Dripping Springs (City) shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City as additional named insured as to all applicable coverage.
2. Provide for at least ten (10) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualifications: All insurance companies providing the required insurance shall be authorized to transact business in Texas and ranked at least "A: by AM Best or other equivalent rating service.

Certificate of Insurance: Certificates of insurance evidencing all of the required insurance coverage shall be submitted to the City. Copies of any modifications, amendments, renewals, or terminations of any coverage shall be promptly submitted to the City. If the contract is renewed or extended by the City, certificates of insurance evidencing all of the required insurance coverages shall also be provided to the City prior to the date the contract is renewed or extended.

Type of Contract and Amount of Insurance:

1. Statutory Workers Compensation insurance as required by state law.
2. Commercial General Liability minimum limits of \$500,000 per occurrence for bodily injury, personal injury, and property damage.
3. Automobile Liability with a minimum of \$500,000 per combined single limit.
4. Professional Services Professional Liability Insurance with a minimum of \$1 million per occurrence and \$1 million aggregate.