

**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.