

July 21, 2021

Michelle Fisher
City Administrator
511 Mercer Street
Dripping Springs, Texas 78620
512.858.4725
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Re: Proposal for the Historic Stephenson School Building Feasibility Study Update
101 Old Fitzhugh Road, Dripping Springs, Texas 78620

Architexas will provide consulting services to The City of Dripping Springs for preservation planning services to update the 2020 Feasibility Study for the historic Stephenson Building at 101 Old Fitzhugh Road in Dripping Springs, Texas. This Study was previously prepared by Architexas with input and assistance by City of Dripping Springs representatives and will be updated with new conditions and recommendations as required, upon selective demolition of additional non-original interior walls. The 2020 Feasibility Study will be re-issued and presented to the Landmarks Committee and Dripping Springs City Council.

SCOPE OF SERVICES:

- TASK I PROJECT INITIATION
- TASK II BASE DRAWINGS/DOCUMENTATION
- TASK III EVALUATION OF EXISTING CONDITIONS
- TASK IV COST ESTIMATE
- TASK V FEASIBILITY STUDY- COMPILATION AND PRESENTATION

TASK I - PROJECT INITIATION

1.1 Schedule

Architexas proposes to complete the Study thirty (30) days after initiation. A draft of the final Study will be submitted for review and comment, and then updated prior to presenting the updated report to City Council and the Landmarks Committee.

TASK II - BASE DRAWINGS/DOCUMENTATION

2.1 Update Measurement of Building/Base Drawings

Architexas will schedule a single day site visit to verify measurements of the building's floor plans in the recently vacated VFW/American Legion space where selective interior demolition is going to be undertaken by the City. It is our understanding that the Owner will have any stored contents of the building removed prior to this field visit, and that it is the Owners intent to only remove non-historic walls and finishes prior to evaluation of existing conditions. Architexas will assist the Owner in identification of historic vs. non-historic materials as needed prior to demolition.

2.2 Update Photographic Documentation

The VFW/American Legion space will be documented with digital photography once selective demolition is complete. Documentation will focus on updated conditions post-demolition and any specific character defining features that may have been exposed.

TASK III - EVALUATION of EXISTING CONDITIONS

3.1 Updated Building Conditions Survey and Recommendations

Architexas will conduct an evaluation of the building's newly exposed/changed conditions and provide a written description of the updates, as they exist today. The following elements in the 2020 Feasibility Study will be evaluated and updated as required:

Building Interior: Architectural interior features such as existing and original walls, floor and ceiling finishes, and millwork will be re-evaluated upon selective demolition of non-original walls. Any newly discovered conditions and causes of deterioration will be described, and recommendations made.

Structure: If any structural deficiencies are identified during the existing conditions analysis update, we will notify the Owner and provide an additional services proposal for evaluation by a licensed structural engineer.

- 3.2 Update Existing Conditions Report
Architexas will update the written narrative and will incorporate new photographs of the VFW space into the existing report to supplement the narrative. CAD drawings will also be updated, as required, to reflect accurate existing conditions, and any changes to existing drawings will be updated in the report. Architexas will prepare a draft of the updated assessment report and submit to the Owner for review and comment.

TASK IV - COST ESTIMATE

- 4.1 Update Cost Estimate
Architexas will prepare an updated estimate of probable cost for the rehabilitation of the building that reflects selective demolition of the VFW space and the newly uncovered existing conditions. Architexas anticipates minor/no changes to the conceptual design and will proceed with the previously approved master plan drawings.

TASK V - FEASIBILITY REPORT- COMPILATION AND PRESENTATION

- 5.1 Updated Report
Architexas will compile the findings of the evaluation and cost estimate into an updated Feasibility Study.
- 5.2 Final Presentation
Architexas will present the final Feasibility Study to the City of Dripping Springs Landmarks Committee and City Council at two (2) separate meetings.

COMPENSATION

Architexas proposes to prepare this updated Feasibility Study for the Stephenson Building for a fixed fee of \$4,500 including reimbursable expenses. The fee will be invoiced based on completion of each task at the values listed below.

REIMBURSABLE EXPENSES

Expenses incurred in the interest of the project are included in the compensation for professional fees and include: Printing, copying, postage, mileage (.545/mile) and delivery. The reimbursable expenses include one bound color copy of the report and one PDF digital copy.

ADDITIONAL SERVICES

Architexas will provide additional services and additional meetings related to this work beyond the scope of services listed in this proposal. Compensation for these services will be invoiced on an hourly basis as follows:

Senior Principal	\$200/hr.
Principal	\$165/hr.
Architect / Designer / Project Manager	\$120/hr.
Senior Preservation Specialist	\$110/hr
Architectural Intern / CADD	\$85/hr.
Administrative	\$65/hr.

PROFESSIONAL SERVICES NOT INCLUDED AS PART OF BASIC SERVICES

- 1. Hazardous materials testing, survey, abatement, report, cost estimating or consultation
- 2. Professional services relating to variance requests by jurisdictional authorities
- 3. Construction document preparation, bidding or construction administration services
- 5. Geotechnical services
- 6. Preparation of Federal or State Tax Credit applications (this may be provided as an additional service)
- 7. MEP/Civil / Structural Engineering services or analyses
- 8. Historic paint analysis (this may be provided as an additional service)
- 9. Landmark applications for national, state or local designations (this may be provided as an additional service)

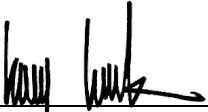
AGREEMENT

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 highly significant project.

Authorized Representatives:

Michelle Fisher
Dripping Springs, Texas; City Administrator

Date



Larry Isik, AIA, Senior Principal
ARCHITEXAS

07/21/2021
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 \$4,500, 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: CLIENT shall mean the City of Dripping Springs.