



7.2. Future agenda item.

8. **ADJOURNMENT**

Attendance by Other Elected or Appointed Officials: It is anticipated that members of other governmental bodies, and/or city boards, commissions and/or committees may attend the meeting in numbers that may constitute a quorum of the body, board, commission and/or committee. The members of the boards, commissions and/or committees may be permitted to participate in discussion on the same items listed on the agenda, which occur at the meeting, but no action will be taken by such in attendance unless item and action is specifically provided for on an agenda for that body, board, commission or committee subject to the Texas Open Meetings Act.

**CERTIFICATION**

I hereby certify the above Notice of Meeting was posted on the bulletin board at Wimberley City Hall, a place convenient and readily accessible to the general public at all times, and to the City's website, [www.cityofwimberley.com](http://www.cityofwimberley.com), in compliance with Chapter 551, Texas Government Code, on Wednesday, November 5, 2025, by 4:00 p.m., and remained posted for at east 3 business days preceding the scheduled time of said meeting.



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Tammy Heller, City Secretary

The City of Wimberley is committed to compliance with the Americans with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please contact City Secretary Tammy Heller at (512) 847-0025 two business days in advance of the meeting for appropriate arrangements.





# City of Wimberley

221 Stillwater, Wimberley, Texas 78676

## **REGULAR PARKS AND RECREATION BOARD MEETING**

**WIMBERLEY CITY HALL – CITY COUNCIL CHAMBERS**  
**221 STILLWATER, WIMBERLEY, TEXAS 78676**

**WEDNESDAY, OCTOBER 8, 2025 - 4:30 PM**

### **MINUTES**

#### **1. CALL TO ORDER**

The Parks Board meeting was called to order at 4:34 PM on October 8, 2025.

#### **2. CALL OF ROLL**

Present: Rachel Buchanan, Lee Ann Linam, Lin Weber, Leah Cuddeback, Amy Crowell, Anthony Deringer, and Lori Olson. Staff Present: Erica Flocke, Bryce Burkhalter.

#### **3. CITIZENS COMMUNICATIONS**

There were no citizen communications, only an attendee present.

#### **4. MINUTES**

##### **4.1 Consider approval of minutes from the September 10, 2025 Regular Parks and Recreation Advisory Board Meeting**

The Board discussed several corrections needed to the minutes including:

- Spelling corrections for Board members' names
- Changing "biennial" to "semiannual" for the star party, as it occurs twice per year
- Correcting "Lake Flato" which was incorrectly written as "Lake Plato" in section 6.3

*Motion to approve the minutes pending those edits was made by Leah Cuddeback, seconded by Lin Weber, and approved unanimously.*

#### **5. CITY STAFF REPORT**

##### **5.1 Parks Director report**

The interim Parks Director, Erica Flocke, reported that it was their third day on the job. They expressed appreciation for the Board's patience during this transition period and stated that operations were running smoothly with no hiccups so far.

##### **5.2 Park Operations report - Blue Hole Swim Season 2025**

The Interim Parks Director and Operations Manager, Erica Flocke, presented a comprehensive report on the 2025 swim season:

#### Season Timeline and Statistics:

- Half-day passes went on sale March 1, along with season passes for residents
- Non-resident season passes went on sale April 1
- Official swim season ran from May 1 to September 1, with weekend-only operations through September 28
- Total of 132 swim days for the 2025 season
- Visitors came from nearly every state (with a few exceptions) and numerous countries
- The top visitor zip code was from South River City in Austin, with most out-of-town visitors coming from the Austin area
- A total of 68,000 people booked to swim at Blue Hole

#### Staffing:

- 5 year-round park supervisors
- 5 seasonal park supervisors
- 5 seasonal park attendants
- Staff worked a total of 4,885 hours during the summer
- A "Parkies celebration" was held mid-summer for all staff

#### Safety and Incidents:

- Only 3 EMS calls this summer (compared to 9 last summer)
- Zero vehicle break-ins (a significant improvement from previous year)
- "Take Hide Lock" signs were posted, which likely contributed to the reduction in vehicle break-ins

#### Weather and Environmental Conditions:

- High temperature: 102.4°F (lower than last year's 108°F)
- Low temperature: 45.5°F in May
- Average temperature: 80.8°F
- Rainfall: May (4.29"), June (4"), July (1.5"), August (3"), September (0.34")
- E. coli levels remained mostly within safe swimming levels (below 399), with one significant spike over 600 in early June

#### Major Closures:

- May 24: Closure for Gary P. Nunn concert on the swim lawn
- May 28: Rain event
- June 12-18: Severe flooding with prolonged water clarity issues, creek looked "like chocolate milk"
- July 4-7: Holiday weekend flooding
- Labor Day weekend: Severe "cloud burst" storm with straight-line winds causing a major cypress tree to fall in the swimming area and significant limb damage

The presenter noted that every major holiday weekend (Memorial Day, Juneteenth, Fourth of July, and Labor Day) experienced a closure due to weather or events, which significantly impacted both attendance and merchandise sales.

## Merchandise and Revenue:

- Over \$58,000 in total merchandise sales
- Best-selling items: T-shirts, followed by floaties, baseball hats, and stickers
- Lowest selling items: art prints and beach balls
- Revenue before refunds was approximately \$49,000 less than the previous year
- Over \$100,000 in refunds were issued due to closures
- Total gross: \$628,999 (compared to \$678,474 last year)
- Merchandise sales increased by about \$25,000 compared to last year

The presenter also mentioned that 402 season passes were sold, though they technically only sell 400 (the extra 2 were sold to people who came to the office asking for one)

## **6. DISCUSSION AND POSSIBLE ACTION**

### **6.1 Receive an update, discuss and consider possible action regarding a Request for Proposal (RFP) to update the playground at Martha Knies Community Park**

Staff presented an RFP with edits from legal for the Martha Knies Community Park playground update. The Board discussed several aspects of the proposal:

- The budget range is \$200,000-\$250,000
- The RFP includes options for both wood mulch and permeable pour-in-place surfacing to determine cost differences
- Questions were raised about placement, with two potential locations discussed: the existing playground footprint or across the sidewalk where mountain laurels are located
- Board members expressed a preference for separating the play areas by age group if possible
- Keep Wimberley Beautiful is interested in donating funds toward the project and would like to be involved in the review process
- City Manager, Tim Patek, mentioned that this project is not budgeted in the current budget, so if approved this project would go back for a budget amendment

Motion to recommend that City Council move forward with the RFP process was made by Lori Olson, seconded by Lee Ann Linam and approved unanimously.

### **6.2 Receive an update, discuss and consider possible action regarding the spray field at Blue Hole**

Staff reported that the spray field contract had expired, making approximately 3 acres of fenced land available for potential use. The area currently has an 8-foot fence surrounding it and may have some pipe infrastructure in the ground from its previous use. City Manager, Tim Patek, reported he has called TCEQ several times with no response regarding taking the fence around the property down.

Board members discussed several possible uses for the space including:

- A dog park, given that a fence is already in place
- An amphitheater
- Preserving it as a native prairie area, since native vegetation is already recovering
- Referring to the master plan to determine community priorities

The Board requested that staff:

- Consult with TCEQ regarding any testing requirements for the land
- Determine if there is underground infrastructure that would need to be removed
- Review the Parks and Recreation Master Plan to identify community priorities
- Prepare information about both the spray field and the adjacent footprint of the original proposed wastewater treatment plant for future discussion

No formal action was taken, with the item to be discussed further at a future meeting.

### **6.3 Receive an update, discuss and consider possible action regarding a stage at Oak Park**

Staff presented information about plans for a 10' x 20' stage at Oak Park:

- Bids ranged from approximately \$11,000 to \$26,000, with most around \$15,000
- Two material options: concrete or composite (Trex)
- The stage would be 1 foot tall with ADA accessibility
- Power is already available at the site with outlets for music and instruments
- Six vendor stalls have recently been installed nearby and will be available to rent for \$25 per 4-hour time slot

The Board discussed several considerations:

- The aesthetic cohesiveness with existing structures
- Future plans to potentially add a canopy
- The benefits of Trex/composite material (better aesthetics, 20-25 year lifespan, less maintenance) versus concrete (longer lasting but requiring resealing every 3-5 years, prone to cracking and staining)
- The need to plan for future additions rather than retrofitting later
- The proximity to the planned Cypress Creek Cafe redevelopment/hotel project

Anthony Deringer suggested making the stage multi-use when not being used for performances. Lori Olson recommended considering pricing that does not undercut the Lions Club, noting that it is a charitable organization. Amy Crowell requested that any future additions to Oak Park align with the existing plan for the park to ensure thoughtful and consistent development. The Board emphasized the importance of matching the design aesthetic of existing park structures.

*Motion to recommend that City Council proceed with the stage project using Trex material that matches the existing park structures, with planning for a future canopy structure that would also match existing designs, was made by Anthony Deringer, seconded by Leah Cuddeback and approved unanimously.*

### **6.4 Receive an update and hold discussion related to the Parks and Recreation Comprehensive Master Plan**

The Board agreed to carry this item over to the next meeting to allow time for review of the master plan.

## 6.5 Receive an update, discuss and consider possible action related to the Blue Hole Nature Center

Erica Flocke, Interim Parks Director, mentioned having just emailed Lake Flato to introduce themselves regarding the Blue Hole Nature Center project. A survey about the Nature Center is currently available on the city website, closing on October 20th.

Board members discussed the need to increase awareness of the survey:

- The survey will be available through Boo Hole event next Saturday
- Information is currently available at the front desk for swim check-in and on A-frames in the parks
- Staff will run a report to extract zip codes and email contacts of people who have opted in
- Board members recommended sharing the survey with stakeholder groups and on social media
- A suggestion was made to announce the survey on the local radio station
- Tammy Heller (City Secretary) had updated Facebook with the link during the meeting

The Board committed to helping promote the survey in the community.

## 7. BOARD MEMBER REPORTS

### 7.1 Announcements

The next Parks Board meeting was confirmed for November 12, 2025.

### 7.2 Future agenda items

The Board identified several items for future agendas:

- Further discussion of the Master Plan, particularly the priorities for Blue Hole
- Updates on the former spray field area and leveled treatment area at Blue Hole
- Any updates on the Oak Park stage
- Continued updates on the Blue Hole Nature Center

## 8. ADJOURNMENT

*Motion to adjourn was made by Lin Weber, seconded by Amy Crowell, and approved unanimously.  
The meeting adjourned at 5:57 PM.*

**RECORDED BY:**

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**PARB Secretary**

**APPROVED BY:**

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**PARB Chairperson**





<b>AGENDA ITEM:</b>	1. Interim Parks Director report
<b>SUBMITTED BY:</b>	Erica Flocke
<b>DATE SUBMITTED:</b>	10/14/2025
<b>MEETING DATE:</b>	November 12, 2025

## AGENDA FORM

### ITEM DESCRIPTION/SUMMARY

- RFP update Martha Knies Community Park Playground and Aquatic Feasability Study
  - RFPs issued: 11/05/2025
  - Proposals due: 01/05/2026
  - Anticipated Awards: 02/05/2026
  - A Parks Board member is needed to serve on the scoring panel for each RFP.
- Construction documents are currently being prepared, and Oak Park stage construction will begin soon.
- FY25 Annual Report

### REQUESTED ACTION

### FINANCIAL

### STAFF RECOMMENDATION

### ATTACHMENT/S

1. Annual Report FY2025



# WIMBERLEY

PARKS AND RECREATION

## FY2025 ANNUAL REPORT



# TABLE OF CONTENTS

01 - WHO WE ARE

02 - HIGHLIGHTS

03 - NATURAL RESOURCES  
AND MAINTENANCE

04 - PARK OPERATIONS

05 - PROGRAMS & EVENTS

06 - COMMUNITY CENTER

07 - ONGOING PROJECTS

08 - FINANCIAL REPORTS



# WHO WE ARE



## Full Time Park Staff

Bryce Burkhalter - Natural Resources and Maintenance Manager  
Cameron Savage - Customer Service Representative  
Erica Flocke - Park Operations Manager/Interim Director  
Isabella St. John - Recreation Specialist  
Rachel Littleton - Recreation Manager  
Ryan Zizzo - Park Maintenance Technician  
Samantha Engemoen - Community Center Manager  
Will Eschenburg - Park Maintenance Technician

## Year Round Part Time Park Staff

Brent Romero - Facility Maintenance Technician  
Buddy Springer - Park Supervisor  
Heidii Wasserburger - Park Supervisor  
Jillian Whitehead - Park Supervisor  
Katherine Lemmon - Park Supervisor  
Maya Anthony - Facility Maintenance Technician  
Tyler Jarry - Park Supervisor

## Parks & Recreation Advisory Board

Amy Crowell - Member  
Anthony Deringer - Secretary  
Leah Cuddeback - Chair  
Lee Ann Linam - Member  
Lin Weber - Member  
Lori Olson - Vice-Chair  
Rachel Buchanan - Member

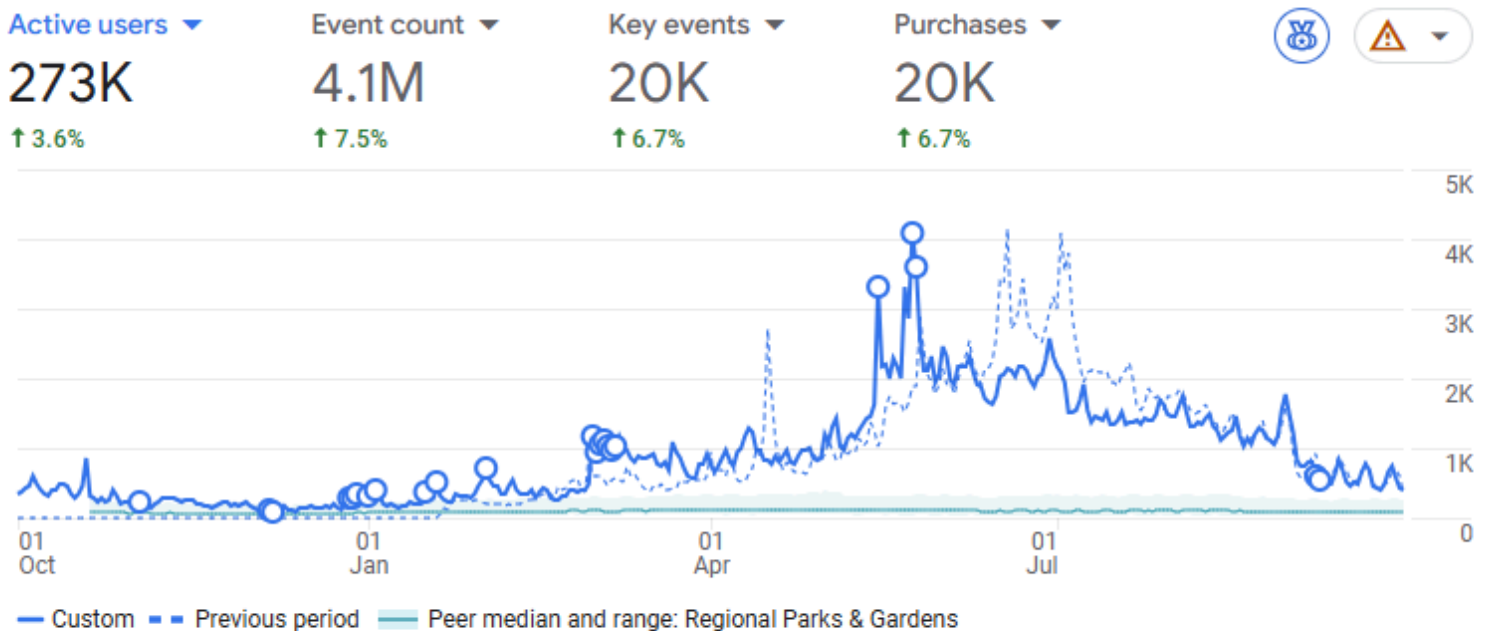
**Mission:** "To enhance the quality of life of current and future citizens of Wimberley by protecting our natural resources, providing safe spaces for recreation, and encouraging environmental education through our parks, trails, and open spaces while fostering a creative community through our programs and events"

# HIGHLIGHTS

- Blue Hole Nature Center project received \$3 million in funding from 2020 Hays County Parks Bond
- 10-year Memorial Day flood anniversary benefit concert sold over 300 tickets and had 19 sponsors
- Wimberley awarded prestigious Bird City Texas certification by Texas Parks and Wildlife Department
- Texas Recreation and Park Society Central Region Awards
  - 1 maintenance award
  - 4 photography awards
- Hosted a successful Lower Colorado River Authority Steps Forward Day to re-paint Old Baldy handrails
- Completion of the Marilee Wood Memorial Garden by Friends of Wimberley Parks
- Blue Hole Regional Park map re-design in collaboration with Texas State University

## Website ([wimberleyparksandrec.com](http://wimberleyparksandrec.com)) Analytics

- 273,000 active users — up 3.6% from the previous year.
- 4.1 million total interactions (events) — up 7.5% from previous year.
- 20,000 key events — up 6.7%, including actions such as viewing key pages, or checking park information.
- 20,000 online purchases — up 6.7%, representing swim passes, rentals, and other transactions.
- Traffic trends: steady through fall and winter, rising sharply in spring, peaking in summer, and tapering off into fall.
- Performance exceeded industry benchmarks, with engagement levels well above the median for the Regional Parks & Gardens category.



Oct 1, 2024 - Sep 30, 2025

[View reports snapshot](#)

# NATURAL RESOURCES AND MAINTENANCE

- 21 volunteers contributed a total of 312 recorded hours across Wimberley parks during Wednesday Workgroup days.
- Painted handrails during the LCRA volunteer workday at Old Baldy Park.
- Built and installed new vendor stalls at Oak Park.
- Completed native seed planting projects at Blue Hole Regional Park and the Wimberley Community Center.
- Replanted and redesigned the front garden bed at the Wimberley Community Center with drought-tolerant cacti.
- Conducted E. coli testing throughout the summer to monitor water quality.
- Collected native seeds and planted wildflowers throughout Blue Hole Regional Park.
- Repaired and refreshed multiple mulch trails across the park system.
- Built a mud kitchen for Blue Hole Nature Camp to support nature-based play.
- Constructed and installed a new chalkboard at Oak Park for community use.
- Installed decorative wood wall slats to enhance interior accent walls at the Wimberley Community Center.
- Repaired and restored the fountain to full operation at Martha Knies Community Park.
- Planted trees around the soccer fields and recreation loop to expand shade and habitat.
- Installed an automatic gate at Blue Hole Regional Park to improve access and security.
- Built and installed lockers for Blue Hole swim guests to use.
- Flood mitigation work completed and a new bridge installed at Patsy Glenn Refuge.
- Maintenance staff assisted in cutting and clearing fallen trees after a major storm.



# PARK OPERATIONS

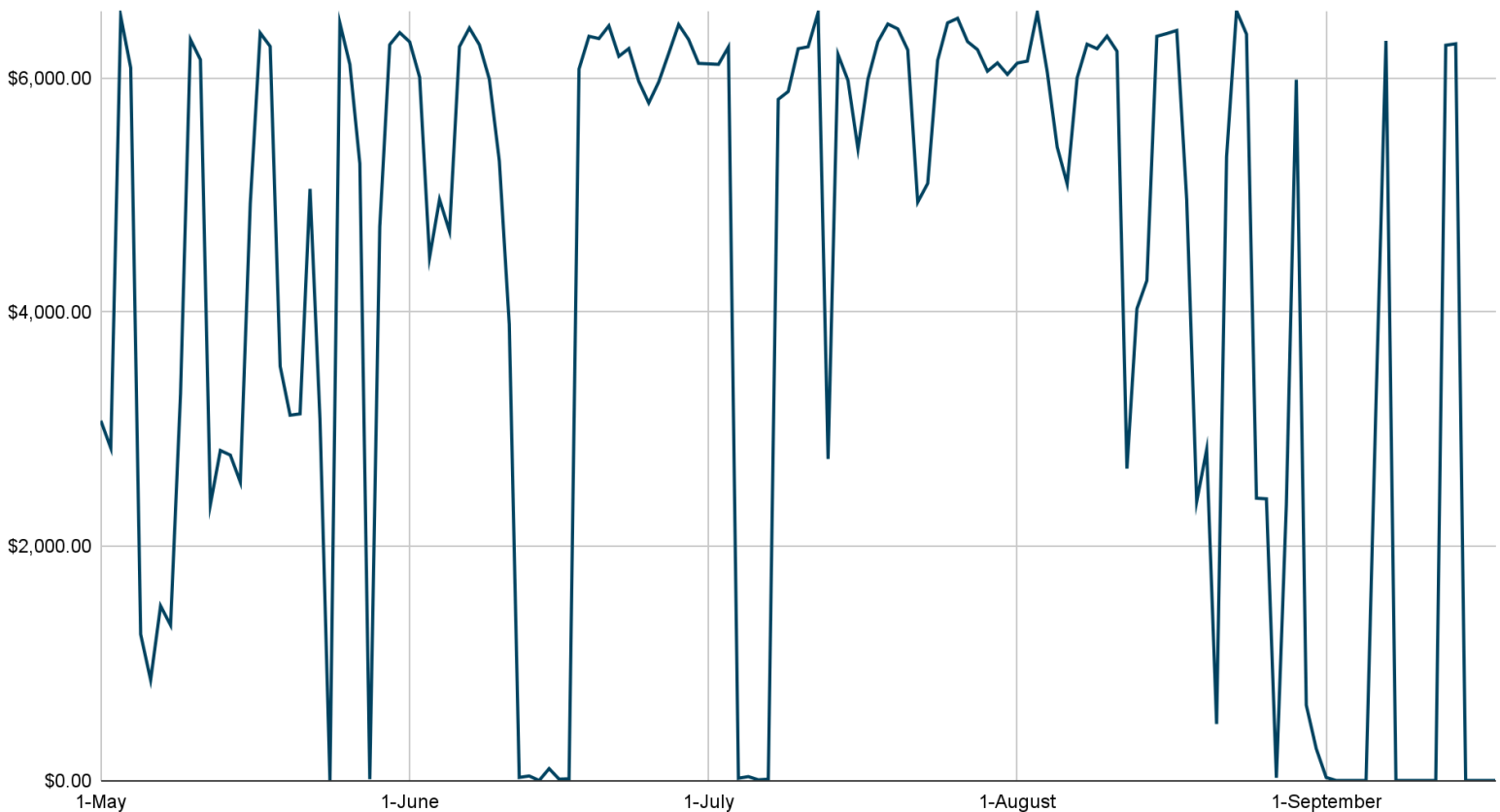
## Swim Season Overview

- TripAdvisor Travelers' Choice Award – Blue Hole Regional Park recognized among the top 10% of attractions worldwide.
- 68,627 half-day passes sold generating \$628,999 gross revenue
- 402 season passes sold for an additional \$45,525 gross.
- Merchandise sales totaled \$58,231 gross across t-shirts, floaties, hats, stickers, towels, and more.
- Major weather events every holiday weekend caused closures due to flooding and storms but operations recovered quickly.
- Visitors came from across the United States and 17 other countries, with top visitor zip codes from Austin (78704, 78745, 78749) and Dripping Springs (78620).
- 10 seasonal staff hired to support summer operations.

## Operations Highlights

- 112 facility rentals and 11 weddings hosted at Blue Hole Regional Park.
- Staff contributed to facility enhancements, improved customer service workflows, and successful program implementation.

## 2025 Swim Season



# PROGRAMS AND EVENTS

- Distributed 3,000 Activity Guides and mailed 6,685 postcards promoting programs and events.
- Over 10,800 program, event and camp attendees – a 45% increase over 2024.
- 3,000+, more program attendees than 2024.
- Programs that consistently sold out include: Owl Prowl, Firefly Watch, and Creekside Campout.
- Generated \$185,657 in special event revenue.
- Collected over \$8,000 in sponsorships for programs and special events.

Polar Bear Plunge & 5K	Creekside Campout*	Bocce Ball*	Wimberley Summer Camp*	Howl at the Moon Dance
Community Workout*	Spring Break Camp	Wimberley Nights*	Sustainability Workshop*	Boo! Hole Halloween
Guided Hikes*	Owl Prowl*	Birds & Brew*	Tie-Dye Day	Kickball League*
Super Dimension Gaming*	Sand Volleyball*	Community Garage Sale*	Movie in the Park	Haunted Trail*
Valentine's Gala	Camp No Kids	Archery	Back to School Bash	Nature Camp*
Snap & Stroll*	Concerts in the Park*	Migratory Bird Day Seminar	Shakespeare in the Park*	Star Party*
Painting with Parks*	Wimberley Film Festival	Firefly Watch*	Suicide Awareness Walk	Cornhole League*

\*indicates a recurring program or event



# COMMUNITY CENTER

## Facility Highlights

- Upgraded AV systems in all rooms, including 12' and 100" motorized projection screens and two TVs for Johnson Hall.
- Installed new limestone entry sign with bronze medallion.
- Interior repainting and natural wood accent walls in Blanco & Cypress rooms.
- Exterior gable and trim resurfaced and painted.
- Volunteer-led succulent garden and native landscaping added.
- Customer counter installed (May 2025).

## Attendance & Programs

- General Attendance (May–Sept 2025): 15,585
- Program Attendance: 2,191
  - Zumba 1,569 / Gentle Yoga 280 / Summer Camp 116 / Community Thanksgiving 113 / Super Dimension 71 / Garage Sale 37 / Belly Dancing 5
- Customer Service Calls: 7,546

## Community Use

- Recurring: Weekly Church Fellowship & Alzheimer's Group; Monthly Beaders, Birders, Art League, and Lions Club.
- Annual: Art & Craft Fairs, Civic Club Fundraisers, Chamber "State of" Events, Crime Stoppers, WIC Pie Social, Texas Parasport Clinic, Community Thanksgiving.
- Youth & Private Events: WHS banquets, homeschool dances, 6 memorials, 4 weddings, 5 baby showers, plus HOA and milestone gatherings.



# ONGOING PROJECTS

As we look to FY2026, our focus remains on sustainable growth, community collaboration, and enhancing the visitor experience while protecting Wimberley's natural resources. Key priorities include expanding quality programming, strengthening volunteer engagement, and increasing partnerships and sponsorships.

## **Martha Knies Playground**

- This project will replace the aging play structure with a modern, inclusive, and nature-inspired design that reflects the character of Wimberley.

## **Blue Hole Nature Center**

- The Blue Hole Nature Center project is currently in the Discovery Phase, led by Lake Flato Architects in partnership with Lionheart Places. During this phase, the design team is reconciling the 2020 concept plan with current budget, site constraints, and community input. The project was awarded \$3 million from the 2020 Hays County Parks Bond.

## **Oak Park Stage and Vendor Stalls**

- Permanent vendor stalls have been installed, creating opportunities for markets, festivals, and community events. Stage construction is scheduled to begin in November 2025. The area will support live music, performances, and educational programming.

## **Aquatic Feasibility Study**

- This study will evaluate current and future aquatic needs for the Wimberley community, including the potential for a public pool, splash pad, or other water-based recreation features.

## **Master Plan Implementation Projects**

- Trail connection, land acquisition, spray field project, leveled treatment area project, trails wayfinding project, and other initiatives as opportunities emerge.



# COMMUNITY CENTER FINANCIAL REPORT

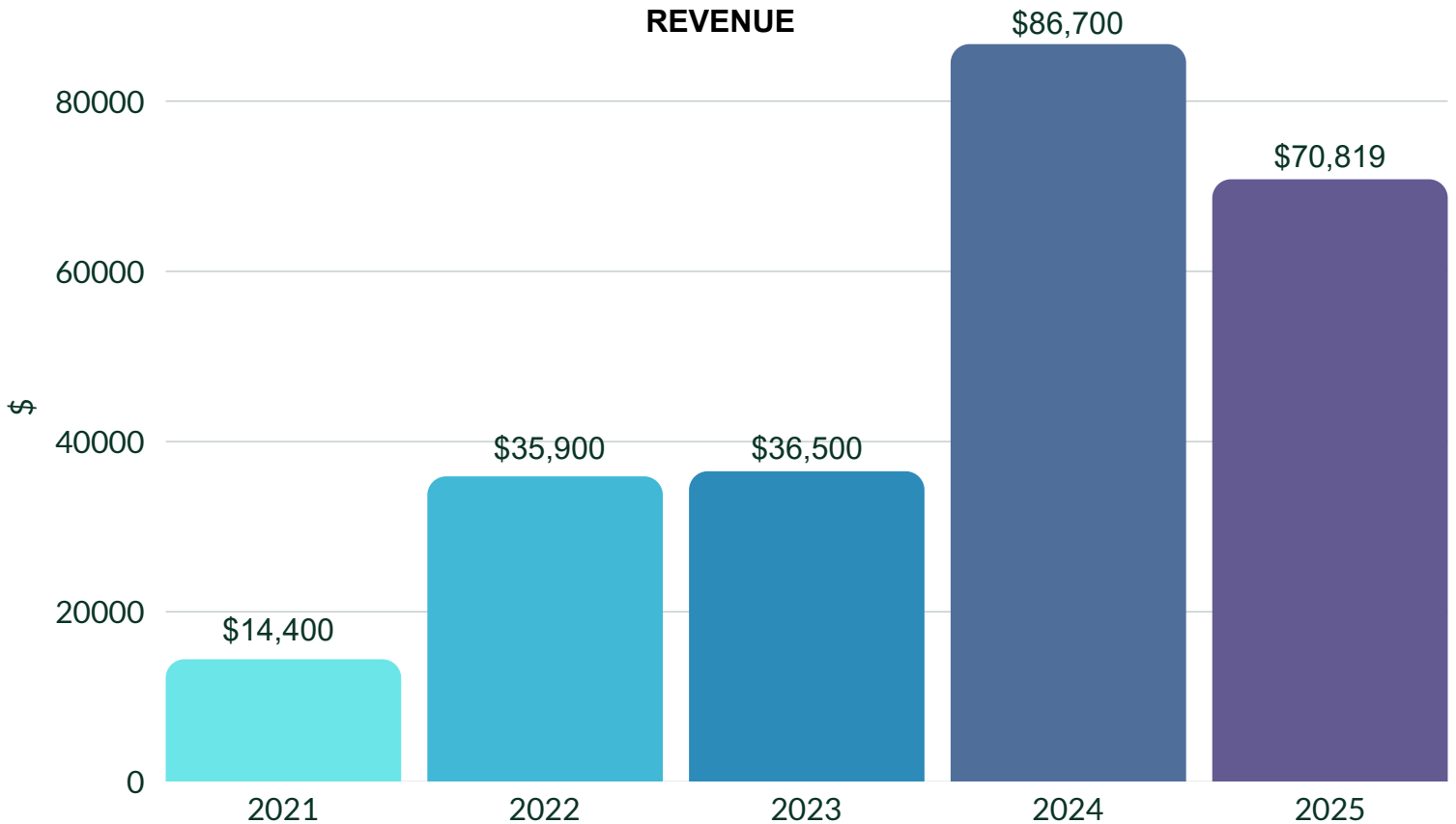
## REVENUE

Item	Projected Revenue	Actual Revenue
Facility Rentals	\$60,300	\$57,174
Special Events	\$15,000	\$13,630
Vending/ Merchandise	\$0.00	\$15
<b>TOTAL</b>	<b>\$75,300</b>	<b>\$70,819</b>

## EXPENSE

Item	Budget	Expenditures
Personnel Services	\$168,500	\$159,784
Other Services & Charges	\$24,600	\$24,039
Supplies/ Maintenance	\$66,500	\$70,450
<b>TOTAL</b>	<b>\$259,600</b>	<b>\$254,273</b>

## REVENUE



# PARKS FINANCIAL REPORT

## REVENUE

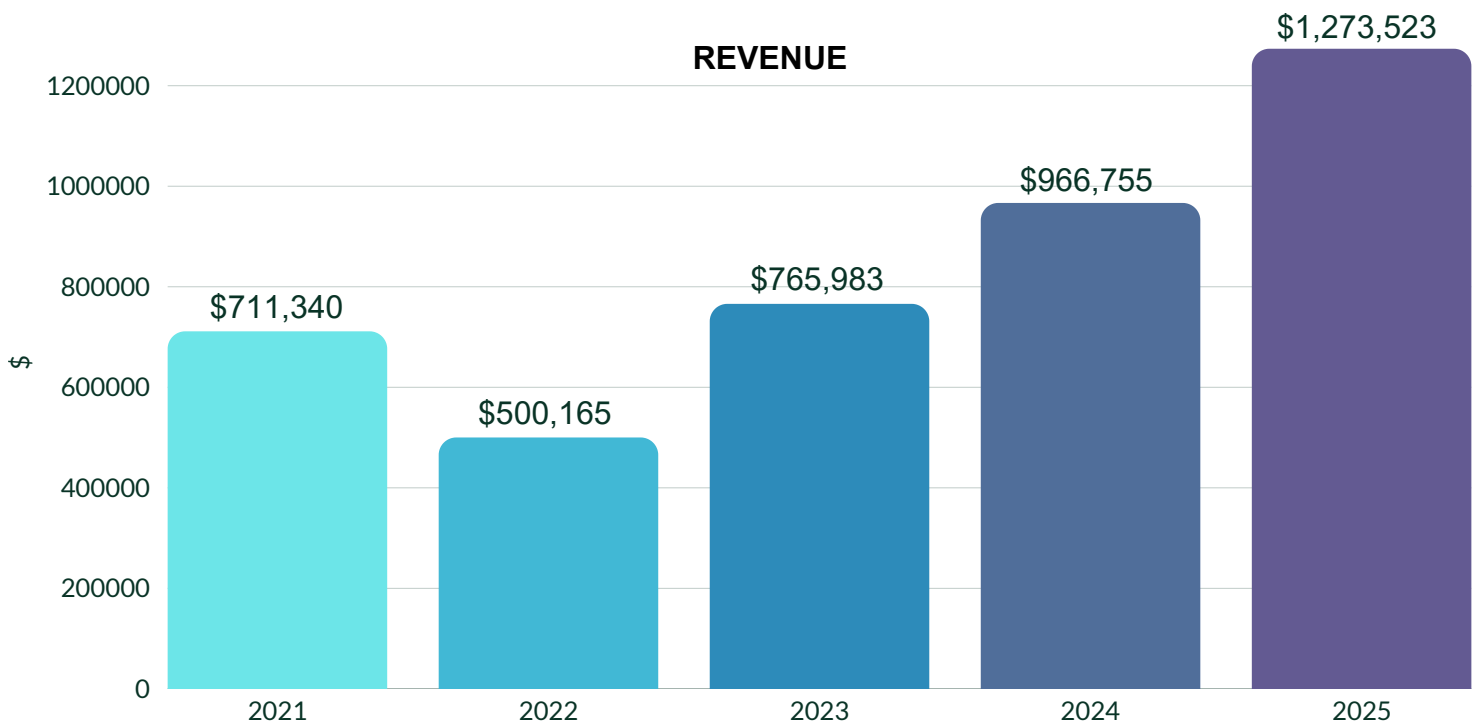
Item	Projected Revenue	Actual Revenue
Reservations/ Gate Fees	\$580,000	\$683,803
Facility Rentals	\$30,000	\$26,137
Vending/ Merchandise	\$50,000	\$60,932
Special Events	\$150,000	\$185,657
Interest Revenues	\$28,000	\$32,016
Other/Misc	\$15,000	\$282,978*
Designated Funds	\$0	\$2,000
<b>TOTAL</b>	<b>\$853,000</b>	<b>\$1,273,523</b>

## EXPENSE

Item	Budget	Expenditures
General Fund Supplies & Maintenance	\$9,500	\$11,370
Personnel Services	\$658,000	\$638,769
Other Services & Charges	\$86,400	\$115,729
Supplies & Maintenance	\$88,600	\$121,532
Miscellaneous/ Merchandise	\$20,000	\$67,485
<b>TOTAL</b>	<b>\$862,500</b>	<b>\$954,885</b>

\*includes \$271,929 TPWD grant reimbursement

## REVENUE







<b>AGENDA ITEM:</b>	1. Receive an update, discuss and consider possible action related to the Blue Hole Nature Center.
<b>SUBMITTED BY:</b>	Erica Flocke
<b>DATE SUBMITTED:</b>	10/14/2025
<b>MEETING DATE:</b>	November 12, 2025

## AGENDA FORM

### ITEM DESCRIPTION/SUMMARY

- Survey Results
- A101 Contract

### REQUESTED ACTION

### FINANCIAL

### STAFF RECOMMENDATION

### ATTACHMENT/S

1. BHNC Survey Results
2. B101-2017-25039.P-Wimberley Blue Hole Nature Center-FINAL



***Blue Hole  
Nature Center***

***Summary of Stakeholder Survey Results  
October 2025***

# Demographics

Final Response Count: 287

## Age/Household

- Average respondent age: 49 (oldest: 91, youngest: 16)
- Percentage of respondents with children under 18: 54
- Average number of children under 18: 1
- Largest age group of children: 5-12 (45%)

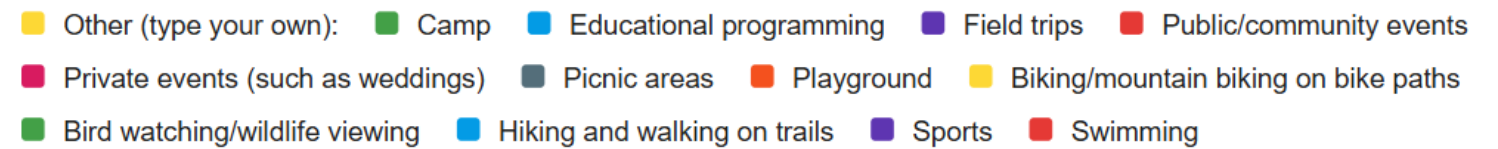
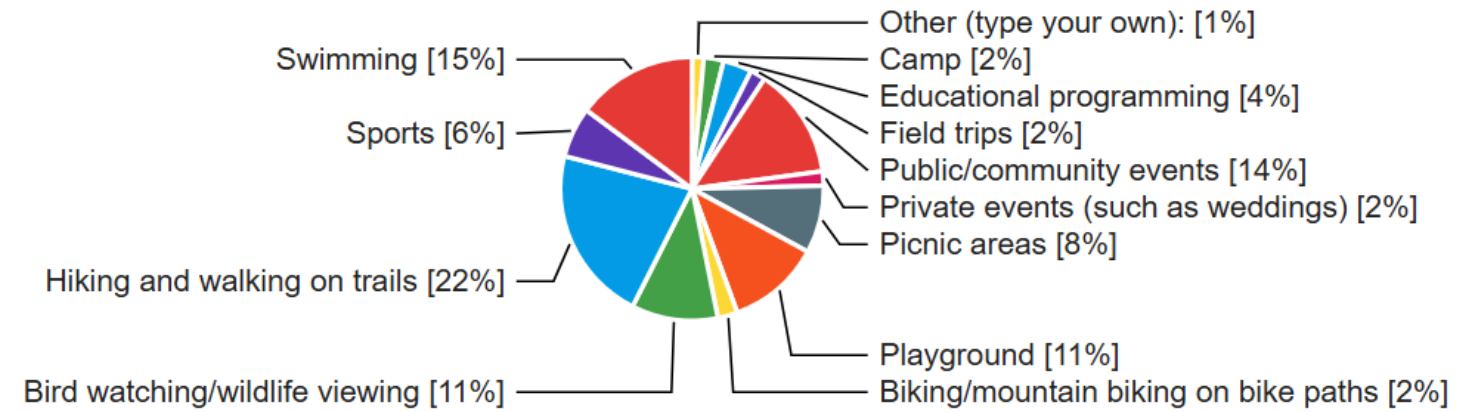
## Geography

- Percentage of respondents residing in Wimberley: 74%
- Percentage of respondents residing in Hays County: 90%

## Gender

- Percentage of respondents identifying as female: 76%
- Percentage of respondents identifying as male: 21%
- Percentage of respondents identifying as other/prefer not to say: 3%

# Current Use of Blue Hole Regional Park



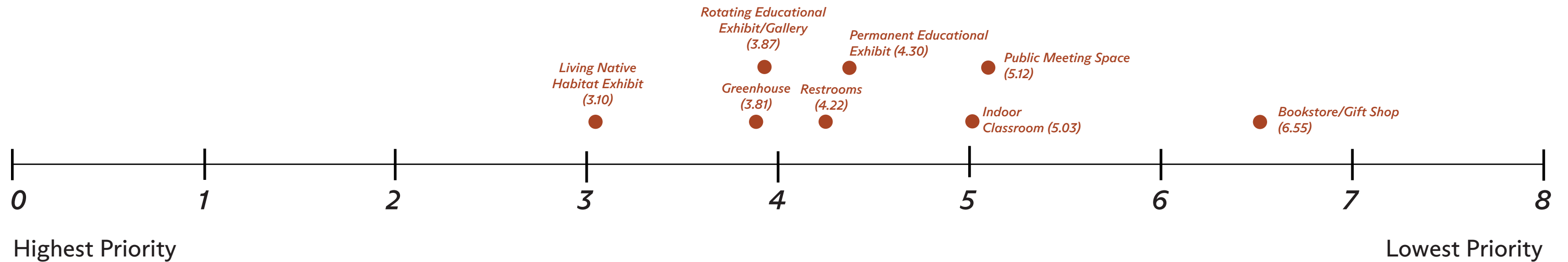
## Top 5 Current Uses of Park

- Hiking/walking on trails (22%)
- Swimming (15%)
- Public/community events (14%)
- Playground (11%)
- Bird watching/wildlife viewing (11%)

# Ranked priority of potential programming

## Indoor Programming (average priority ranking, 1 to 8)

1. **Living Native Habitat Exhibit (3.10): high priority outlier**
2. Greenhouse (3.81)
3. Rotating Educational Exhibit/Gallery (3.87)
4. Restrooms (4.22)
5. Permanent Educational Exhibit (4.30)
6. Indoor Classroom (5.03)
7. Public Meeting Space (5.12)
8. **Bookstore/Gift Shop (6.55): low priority outlier**

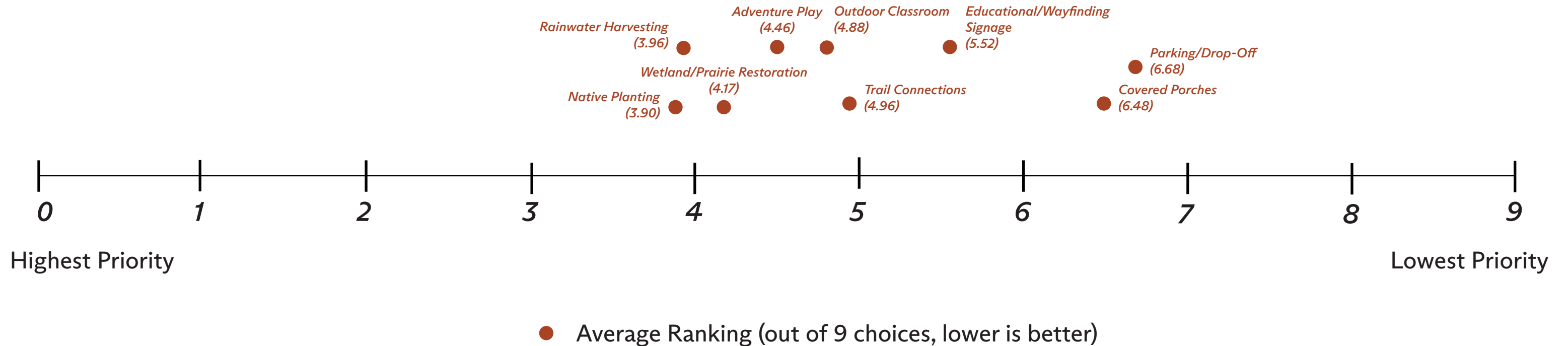


● Average Ranking (out of 8 choices, lower is better)

# Ranked priority of potential programming

## Outdoor Programming (average priority ranking, 1 to 9)

1. *Native Planting* (3.90)
2. *Rainwater Harvesting* (3.96)
3. *Wetland/Prairie Restoration* (4.17)
4. *Adventure Play* (4.46)
5. *Outdoor Classroom* (4.88)
6. *Trail Connections* (4.96)
7. *Educational/Wayfinding Signage* (5.52)
8. *Covered Porches* (6.48): *low priority outlier*
9. *Parking/Drop-Off* (6.68): *low priority outlier*



# *“What are your **hopes** for the new Nature Center?”*

## *Key themes and representative stakeholder quotes:*

### *The Nature Center educates people of all ages about conservation, sustainability, native plants, and stewardship of the Hill Country.*

- *“Preserving the nature of this very special area. Educating the public on conservation and protection of our delicate environment.”*
- *“My hope is that the Nature Center becomes far more than a building with standard programming... a beacon of innovation, education, and ecological stewardship.”*
- *“Opportunities to learn about ways to be good stewards.”*
- *“Education for all ages on how to be better stewards of the land.”*
- *“Educational exhibits about local wildlife.”*

### *The Nature Center is a welcoming indoor/outdoor hub for gathering, learning, and connecting across generations.*

- *“A space for kids and adults to learn and play together... options for class-based or taught lessons on nature and wildlife for homeschooling.”*
- *“Useful and appealing to all generations and diverse populations.”*
- *“Community space to learn and be indoors for bad weather.”*
- *“Easy and affordable accessibility for Wimberley residents.”*
- *“It is wheelchair accessible for inclusion of everyone.”*

### *The Nature Center is a facility that blends with the natural landscape and is small-scale, low-impact, and environmentally-sensitive.*

- *“I don’t like the idea of unnecessary building, so any structures should be as thoughtful and multifunctional as possible.”*
- *“I hope the new nature center is one water compliant, and blends well with the native landscapes and natural settings.”*
- *“Low impact, don’t lose sight of the fact this is a park and not a recreation center.”*
- *“I hope the new nature center embodies responsible stewardship of our land and its resources.”*

### *The Nature Center offers programming that is hands-on, sensory, and fun, with interactive/experiential ways to learn about nature.*

- *“That it provides HANDS on the exhibits and has a major focus on things for children.”*
- *“A fun, engaging and educational space for water and land conservation.”*
- *“Interesting exhibits for all ages. We are new grandparents and would like some interactive exhibits.”*
- *“Dream a migration butterfly area where people can come and see the different stages of the butterflies.”*
- *“Provide local and tourists opportunities to learn how to conserve and restore nature. Have outdoor space to enjoy with more bike paths.”*

### *The Nature Center is a source of community pride and inspiration, connecting people to Wimberley’s landscape and future.*

- *“I hope it honors the place it’s in, provides more opportunities for community and fosters a sense of environmental stewardship especially for kids.”*
- *“As with anything in Wimberley, I hope it brings people together and inspires them.”*
- *“My hope is that the Nature Center becomes far more than a building with standard programming... a beacon of innovation, education, and ecological stewardship.”*
- *“To bring the natural world closer to those who visit.”*
- *“It is my hope that the nature center will be an inclusive, thriving local hub for community building and environmental education.”*

# **“What are your *concerns* for the new Nature Center?”**

## **Key themes and representative stakeholder quotes:**

### ***The Nature Center will harm the natural beauty, tranquility, and ecology of Blue Hole.***

- *“Part of what I love most about Blue Hole is it’s one of the few places we can go that’s still relatively wild. We don’t need to overly domesticate the park.”*
- *“Don’t want it to disrupt the natural landscape too much.”*
- *“Reduction in permeable surface, close to creek.”*
- *“Excessive construction and building that compromises wildlife and ecosystems.”*
- *“Driving out the wildlife we come here to enjoy.”*

### ***The Nature Center will draw too many visitors, increase traffic congestion, and require additional parking.***

- *“More traffic, too many people and not enough parking. Overcrowded.”*
- *“That we are going to chop down another 1000 trees for parking to ‘support nature.’”*
- *“I want to make sure it remains very accessible to locals... I don’t want anything to happen where it feels too crowded or hard to get into.”*
- *“The park is already full, in my opinion. There is not enough parking for a nature center in the park.”*
- *“Construction limiting access and timeline being long.”*

### ***The Nature Center will end up expensive to maintain, underused, or dependent on limited city resources.***

- *“That without an effective educational partner, the Nature Center will not be utilized and will be a large maintenance expense.”*
- *“I am concerned that the nature center won’t be able to generate enough revenue to cover the expenses associated with operating it.”*
- *“Maintenance and upkeep of the Nature Center will take resources away from the actual park.”*
- *“Too often, well-intentioned community efforts... become underutilized, uninspiring, and ultimately a financial burden rather than an asset.”*
- *“That it will become underutilized and a large maintenance expense.”*

### ***The Nature Center will feel out of scale, too modern, or too commercial for the “small town” feel of Wimberley/Blue Hole.***

- *“It being too ‘commercial’ and not feeling like the small-town / cozy / local swimming hole I’ve been hanging out at for years.”*
- *“Don’t want a building that will dwarf or detract from the natural surroundings.”*
- *“My concern is that this potential could be lost if the project falls into the trap of being bland or bureaucratic.”*
- *“That it would be a modern eyesore and take away from the natural surroundings.”*
- *“That it will become a tourist space and not something accessible for locals.”*

### ***The Nature Center will not be inclusive, affordable, or engaging enough, especially for families, children, seniors, or people with disabilities.***

- *“That you all are once again only accounting for older children and older adults. Almost nothing is available for smaller children.”*
- *“Much of the trails/outdoor area currently at the park isn’t wheelchair accessible.”*
- *“Please consider equipment or a splash pad that allows for children of all socioeconomic statuses.”*
- *“I hope it continues to be accessible and affordable.”*
- *“Much of the trails/outdoor area currently at the park isn’t wheelchair accessible.”*

# *“Are there any other types of events or programming you would like to see in the new Nature Center?”*

*Key themes and representative stakeholder quotes:*

## *Hands-on learning opportunities about local ecosystems and stewardship.*

- *“Workshops on native plants, rain water harvesting, composting, herbalism.”*
- *“Native vegetation and water catchment, land stewardship class opportunities.”*
- *“Water wise events, sustainability classes, and nature-based STEM.”*

## *Programming for families, especially those with young children and homeschool.*

- *“Free programming for small children, almost all of the programming currently available is for children aged 4 and up or for adults.”*
- *“Field trip programming, partnership with local schools.”*
- *“Family friendly nature days, wildlife programming, water conservation for kids.”*

## *Programming at the intersection of wellness, art, and nature.*

- *“Yoga, forest bathing, journaling/nature writing workshops.”*
- *“Nature-centric wellness programming: yoga & movement, art journaling, ecological grief support groups.”*
- *“Creative crossovers: artistic programming—eco-inspired art, storytelling, music—that reflects and deepens our relationship with the environment.”*

## *A community hub for lectures, films, and events celebrating local ecology and culture.*

- *“One Water exhibit, film/documentary presentations about dark sky practices, aquifers and karst formations.”*
- *“Guest speakers, lecture series on local environmental issues.”*
- *“Talks by environmentalists and scientists.”*

## *Exhibits, native plant gardens, bee and butterfly habitat, and conservation demonstrations.*

- *“I love the beehive you can see at the nature center in Austin.”*
- *“Native plant sales, pollinator gardens, rainwater harvesting demos.”*
- *“A place that models regenerative agricultural practices, linking conservation and nourishment.”*

Visual Preference: "From each set of images...pick one that most resonates with your vision for the Nature Center project."

Programming



98



92



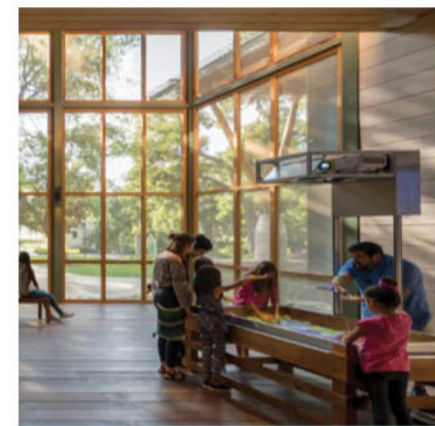
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167



106



84

Water/Materials



83



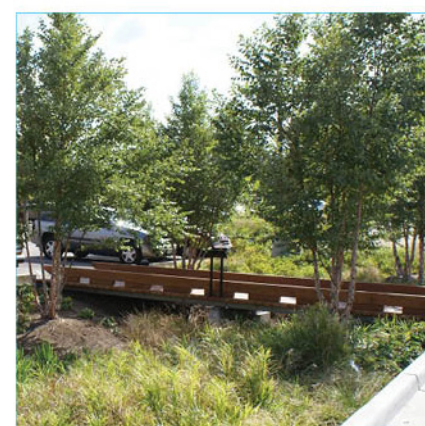
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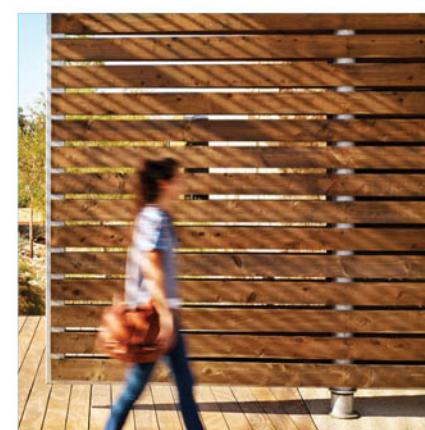


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123

Porches



29



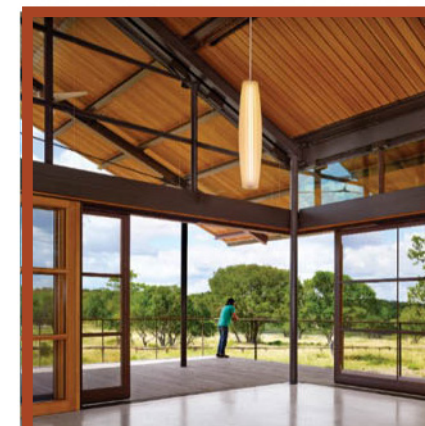
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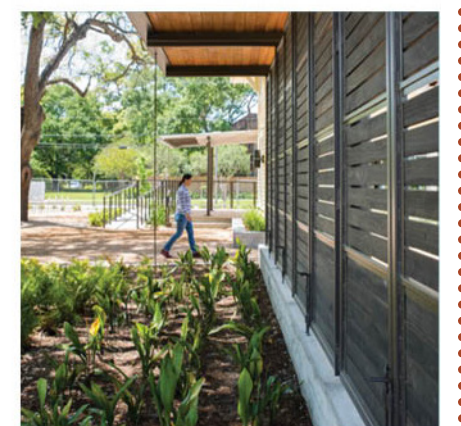
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101



112



76

*Visual Preference: “From each set of images...pick one that most resonates with your vision for the Nature Center project.”*

*Building/Landscape*



48



137



79



106



166



19

*Landscape*



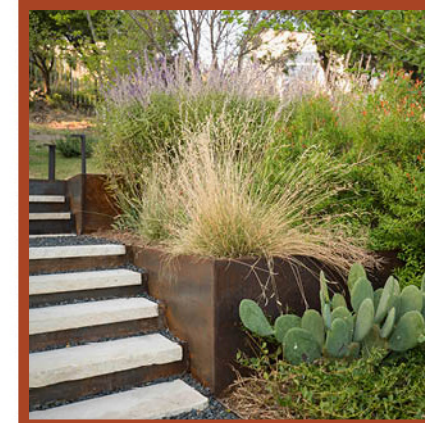
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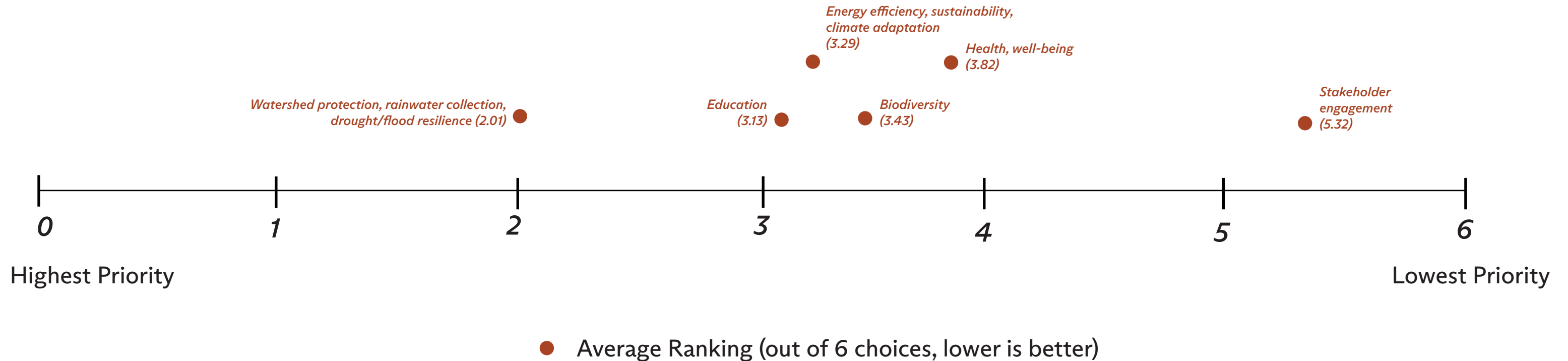
*Key Themes from Open-Ended Text Explanations:*

- *Contextual design: Nature Center blends naturally with the surrounding landscape*
- *Minimizing disruption to Regional Parks’s natural beauty and ecology - especially overall scale of Nature Center*
- *Sustainable design as a core tenet of the project*
- *Project should embody “Hill Country identity and character”*
- *Site is welcoming and accessible for all ages and abilities*
- *Ample opportunities for environmental education, engagement*

# Ranked priority of key themes for the project

## Key Themes (average priority ranking, 1 to 6)

1. *Watershed protection, rainwater collection, drought/flood resilience (2.01): high priority outlier*
2. *Education (3.13)*
3. *Energy efficiency, sustainability, climate adaptation (3.29)*
4. *Biodiversity (3.43)*
5. *Health, well-being (3.82)*
6. *Stakeholder engagement (5.32): low priority outlier*





## *“When you think of the Blue Hole Nature Center in 5 years, what does success look like?”*

### *Selected Quotes*

*“A successful nature center would be a thriving, active resource that showcases the natural beauty of the area and teaches visitors about local flora/fauna.”*

*“Making Wimberley known as an innovator in water management, conservation and education.”*

*“In five years, success will mean it’s not just a building, but a place that attracts educators, families, and thought leaders who come here because they know they’ll find something meaningful and innovative.”*

*“Success looks like having an engaged community. None of it matters if you can’t connect in a meaningful way with the community you seek to serve.”*

*“Daily use by residents of all ages, socioeconomic level, and cultural background.”*

*“People being as excited to experience the Nature Center as much as the swimming.”*

*“To me, success looks like a new opportunity for childhood learning - field trips, summer camps, youth groups, and parents with kids are able to come out, play, and learn even if it’s raining or 110 degrees!”*

*“Something that is sustainably built, to be an example for others, to educate others on how to protect water and resources in our area and what is at stake. I think it’s somewhere to go to learn and also have fun exploring, fun for both kids and adults.”*

*“I envision the Blue Hole Nature Center to keep fostering that love of outdoors by engaging children at early ages with things that kids like: birds, bugs, plants, play areas. It also includes exhibits/workshops for older audiences who want to do their part by helping restore their own home areas.”*

*“Success looks like a center that pays for itself with lots of programming and other events that align with Wimberley’s culture of sustainability and watershed protection.”*

*“A nature center teeming with life. A place for tourists and locals alike to gather and learn. Nature programming for youth and employment opportunities for the community members.”*



# AIA® Document B101® – 2017

## Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the Eighteenth day of August in the year Two Thousand Twenty-Five  
*(In words, indicate day, month and year.)*

**BETWEEN** the Architect’s client identified as the Owner:  
*(Name, legal status, address and other information)*

City of Wimberley  
100 Blue Hole Lane  
Wimberley, TX 78676

and the Architect:  
*(Name, legal status, address and other information)*

Lake Flato Architects, Inc.  
311 Third Street  
San Antonio, TX 78205

for the following Project:  
*(Name, location and detailed description)*

Wimberley Blue Hole Nature Center  
333 Blue Hole Lane  
Wimberley, TX 78676

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

## TABLE OF ARTICLES

1	INITIAL INFORMATION
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### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

**- Classroom Building: 2080 SF**

(2) large, conditioned classrooms with operable partition door connection, exhibit learning space, general storage, table and chair storage, mechanical room.

**- Restroom Building: 1030 SF**

(2) gender separated, conditioned restrooms with four water closets each, Janitors closet, and mechanical room.

**- Covered Outdoor Porch/ Circulation: Approx 1900 SF**

**- Wetland/ Green Stormwater Infrastructure: 10,000 SF**

**- Landscaped Outdoor Courtyard: 4000 SF**

**- Roadway + Parking: Approx 10,000 SF**

ADA accessible parking, school bus drop-off & turn around, limited visitor parking.

See Exhibit A, Architect's Proposal – Discovery Scope. To the extent any terms or conditions in Exhibit A conflict with this Agreement, this Agreement shall govern.

§ 1.1.2 The Project's physical characteristics:

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User Notes:

(2051242545)

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

Wimberley Blue Hole Nature Center  
333 Blue Hole Lane  
Wimberley, TX 78676

**§ 1.1.3** The Owner's budget for the Cost of the Work, as defined in Section 6.1:  
*(Provide total and, if known, a line item breakdown.)*

\$4,000,000

**§ 1.1.4** The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Discovery – September – October 2025  
Schematic Design – November – December 2025  
Design Development – January 2026 – March 2026  
Construction Documents – March – May 2026  
Bidding – June 2026

.2 Construction commencement date:

September 2026

.3 Substantial Completion date or dates:

August 2027

.4 Other milestone dates:

Not applicable.

**§ 1.1.5** The Owner intends the following procurement and delivery method for the Project:  
*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

Negotiated contract.

**§ 1.1.6** The Owner's anticipated Sustainable Objective for the Project:  
*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

Below are the sustainability goals outlined in the RFP, SITES and Living Building Challenge have been removed. LEED Platinum and One Water are required certifications. Nature Explore Classrooms + Dark Sky are aspirational goals.

### **Project Goals:**

Aligned with the 2012 Hays County Parks Master Plan, this project will improve water quality, conserve natural resources, and enhance communication connections to the Texas Hill Country. It will support Wimberley's award-winning Nature Camp Program, while promoting sustainability through innovative design.

### **Project Requirements:**

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**Building Standards and Certifications:**

- **Complete One Water Design:** Holistic water management, incorporating net zero water practices such as onsite reuse, rainwater harvesting, greywater recycling, and stormwater systems.
- **LEED Certification:** Achieve Platinum LEED certification with a focus on sustainable materials, energy efficiency, and indoor environmental quality.
- **Dark Sky:** Comply with all Dark Sky International Certified Community requirements.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:  
*(List name, address, and other contact information.)*

Richard Shaver  
Director, Parks and Recreation  
City of Wimberley  
100 Blue Hole Lane  
Wimberley, TX 78676

§ 1.1.8 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:  
*(List name, address, and other contact information.)*

Not applicable.

§ 1.1.9 The Owner shall retain the following consultants and contractors:  
*(List name, legal status, address, and other contact information.)*

.1 Geotechnical Engineer:

Raba Kistner, Inc.  
1909 W. Braker Lane, Ste 100  
Austin, TX 78758

.2 Civil Engineer:

Under Architect.

.3 Other, if any:

*(List any other consultants and contractors retained by the Owner.)*

.1 Contractor:

To be determined.

.2 Surveyor:

Contor, LLC  
Dripping Springs, TX

.3 Material Testing Laboratory (during Construction Phase):

To be determined.

Init.

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.4 Cost Consultant (who may be Contractor):

Under Architect.

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:  
(List name, address, and other contact information.)

Tenna Florian, FAIA, LEED AP BD+C, Partner  
Garrett Jones, AIA, Associate  
Lake Flato Architects, Inc.  
311 Third Street  
San Antonio, TX 78205

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

AEC/TYLin  
123 Parland Place, Suite 200  
San Antonio, TX 78209

.2 Mechanical, Electrical and Plumbing Engineer:

DBR  
9601 Mcallister Freeway, Suite 410  
San Antonio, TX 78216

.3 Landscape Architect:

Lionheart  
1023 Springdale Road  
Building 6, Suite E  
Austin, TX 78721

.4 Civil Engineer:

Dunaway  
816 Camaron Street, Suite 2.44  
San Antonio, TX 78212

.5 Cost Estimator:

Fennessey  
27 Glen Street, Suite 8  
Stoughton, MA 02072

.6 Specifications:

Introspec LLC  
1333 W. Canterbury Court  
Dallas, TX 75208

Init.

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§ 1.1.11.2 Consultants retained under Supplemental Services:

Not applicable.

§ 1.1.11.2.1 All consultants selected by Owner to be retained by Architect under Supplemental Services shall be subject to Architect's approval, which may be withheld in Architect's sole and absolute discretion.

§ 1.1.12 Other Initial Information on which the Agreement is based:

The Owner represents and warrants that:

- .1 it has good and valid title to the real property and improvements constituting the Project;
- .2 the Project is free and clear of all liens as of the date of this Agreement; and
- .3 all necessary utilities are available to the Project site.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change, and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use LF\_Agreement Re\_electronic Data - Internal (SKL 2-2018), to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in LF\_Agreement Re\_electronic Data - Internal (SKL 2-2018), shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by competent architects practicing in the same or similar locality under the same or similar circumstances and professional license ("Standard of Care"). The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2.1 The Architect shall not be responsible for any failure to follow or apply any knowledge or techniques which were not generally known, acknowledged, or accepted as of the time during which the Architect is performing its services under this Agreement. The parties acknowledge that no set of plans and specifications is free of errors and omissions and that the existence of an error or omission does not automatically constitute a breach of the Standard of Care. All costs of architectural errors, omissions or other changes which result in "betterment" or "value added" to the Owner shall be borne by the Owner, not the Architect, (to the extent of the betterment or value added) and shall not be the basis of a claim. The Owner shall establish a reasonable contingency line item in the construction budget to cover additional costs resulting from errors and omissions, and the Architect shall not be liable therefore unless the aggregate additional costs (less betterment) of the errors and omissions both exceed a reasonable contingency amount and constitute a breach of the Standard of Care.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$1,000,000.00) for each occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$1,000,000.00) each accident, One Million Dollars (\$1,000,000.00) each employee, and One Million Dollars (\$1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Five Million Dollars (\$5,000,000.00) per claim and Five Million Dollars (\$5,000,000.00) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the extent permitted under Texas law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and, if specified in Section 1.1.11.1 above, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval. In the event that the Owner chooses to accept, and directs the Architect to make revisions to the Construction Documents to include value engineering, value reduction, or material substitution proposals made by the Contractor, Owner's consultants, or others, and the Architect recommends, in writing, that Owner not accept such proposed revisions, to the extent permitted under Texas law, **the Owner shall release, indemnify, and defend the Architect and its Consultants from and against all damages, losses, liabilities, costs and attorneys' fees (hereinafter "Damages"), arising from such revisions to the Construction Documents whether or not such Damages are caused by the sole or comparative negligence, strict liability, or other fault of Architect or its Consultants.**

§ 3.1.5 The Architect may contact governmental authorities required to approve the Construction Documents. The Architect shall respond to applicable design requirements imposed by those authorities. Permitting services shall be considered Additional Services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project, if requested by Owner, but the Architect shall not be responsible for any delays associated with government approvals and permits necessary for the progression of the Project.

### § 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1. Unless specifically provided for elsewhere in this Agreement, Architect makes no warranties, representations, or guarantees that the Project will

actually achieve or receive any certification by Leadership in Energy and Environmental Design (LEED) Green Building Rating System of the U.S. Green Building Council, the International WELL Building Institute (IWBI) WELL Building Standard, the Austin Energy Green Building Program, or any other similar state, local, or national environmental building programs. Similarly, unless otherwise provided for in this Agreement, Architect makes no warranties, representations, or guarantees regarding the energy use or operating costs of the Project. If the Owner requests the Architect to provide additional services related to LEED certification or Green Building ratings, Owner and Architect will execute an AIA B214–2012, or other separate agreement related to such services as provided for in Article 4 of this Agreement.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner’s program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and its Cost Consultant. The Architect shall meet with the Cost Consultant to review the Schematic Design Documents.

§ 3.2.7 Upon receipt of the Cost Consultant’s review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.5 and will request the Owner’s approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner’s budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

### § 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner’s approval of the Schematic Design Documents, and on the Owner’s authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner’s approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and its Cost Consultant. The Architect shall meet with the Cost Consultant to review the Design Development Documents.

§ 3.3.3 Upon receipt of the Cost Consultant’s information and estimate at the conclusion of the Design Development Phase, the Architect will take action required under Sections 6.6 through 6.7 and request the Owner’s approval of the Design Development Documents.

### § 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner’s approval of the Design Development Documents, and on the Owner’s authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner’s approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents in effect at the time of document preparation and as reasonably interpreted.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation, subject to review by Owner’s attorney, of (1) procurement information that describes

the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

**§ 3.4.4** Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Cost Consultant. The Architect shall meet with the Cost Consultant to review the Construction Documents.

**§ 3.4.5** Upon receipt of the Cost Consultant's estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required by Section 6.8 and request the Owner's approval of the Construction Documents.

## **§ 3.5 Procurement Phase Services**

### **§ 3.5.1 General**

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction. The Owner and Architect agree that the Architect's role in such services shall be based on information reasonably known to the Architect at the time, and that the Architect shall bear no liability of any kind for the ultimate selection, engagement, payment, timeliness, and performance of any Contractor, Subcontractor, or any other design, construction, or other services obtained directly by the Owner.

### **§ 3.5.2 Competitive Bidding**

**§ 3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

**§ 3.5.2.2** The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

**§ 3.5.2.3** If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### **§ 3.5.3 Negotiated Proposals**

**§ 3.5.3.1** Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

**§ 3.5.3.2** The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

**§ 3.5.3.3** If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

## § 3.6 Construction Phase Services

### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction for those elements of the Project within Architect’s scope of services. If the Owner and Contractor modify AIA Document A201–2017 or utilize a different form of agreement, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.4 The Architect’s Construction Phase Services shall not be modified or reduced except by written modification to this Agreement signed by the Owner and Architect.

### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to recommend to the Owner to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to recommend to the Owner to arrange for or require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect’s certification for payment shall constitute a representation to the Owner, based on the Architect’s evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor’s Application for Payment, that, to the best of the Architect’s knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor’s right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

### § 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor’s submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect’s action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect’s professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor’s submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor’s responsibility. The Architect’s review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect’s approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor’s design professional, provided the submittals bear such professional’s seal and signature when submitted to the Architect. The Architect’s review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect’s response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

§ 3.6.6.6 **No Damages for Delay.** The Owner specifically agrees that, while the Architect agrees to employ reasonable efforts to accomplish its work in a timely manner, the Architect does not control the construction schedule and generally disclaims any responsibility for it. The Architect shall in no way be liable for damages of any kind for delays that might occur during permitting and construction of the Project.

## ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

### § 4.1 Supplemental Services – INTENTIONALLY DELETED

*(Table deleted)*

*(Paragraphs deleted)*

### § 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

Not applicable.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

Not applicable.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

#### § 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Ten ( 10 ) visits to the site by the Architect during construction
- .3 One ( 1 ) observations for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One ( 1 ) observations for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than sixty (60) days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement, through Construction Documents phase, have not been completed within Ten ( 10 ) months of the date of this Agreement, except to the extent such delays are caused solely by the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

§ 4.2.6 In addition to Sections 4.2.4 and 4.2.5: If Construction Phase Services covered by this Agreement have not been completed within Twelve (12) months from the commencement of construction at the site, except to the extent such delays are caused solely by the Architect, extensions of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall furnish the services of a Cost Consultant that shall be responsible for preparing all estimates of the Cost of the Work. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion, based on the estimates received from the Owner's Cost Consultant at the pricing exercises referenced herein. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.2.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs, and, in such event, the Owner waives any claim that Owner may have against the Architect and its consultants relating to delay, increased costs of the Project, errors or omissions by the Architect or its consultants related to such accelerated, phased or fast-track scheduling.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.8.1 The Owner agrees that any consultants it retains, of all disciplines, shall be properly licensed in the jurisdiction where the Project is located and shall be otherwise qualified and possess the skill and competence required to properly perform their services. The contracts between the Owner and Owner's consultants and contractors shall require the consultants and contractors to coordinate their drawings and other instruments of service with those of the Architect and to advise the Architect of any potential conflict. The Architect shall have no responsibility for the components of the Project designed by the Owner's consultants and contractors. Review by the Architect of the consultants' or contractors' drawings and other instruments of service is solely for consistency with the Architect's design concept for the Project. The Architect shall be entitled to rely upon information provided by and the timely delivery of documents and services furnished by the Owner's consultants and contractors. The Architect shall not be required to review or verify computations and designs furnished by Owner's consultants for compliance with applicable laws, statutes, ordinances, building codes, and rules and regulations, or certify completion or payment for the Work designed by the Owner's consultants or contractors.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any alleged fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service or other services, so that the Architect may take measures to minimize the consequences of such a defect. The Owner further agrees to impose a similar notification requirement on all contractors in the Owner-Contractor agreement and shall require all subcontracts at any level to contain a similar requirement. Failure by the Owner and the Owner's contractors and subcontractors to notify the Architect shall relieve the Architect of the cost of remedying the defects

above the sum (if any) such remedy would have cost had prompt notification been given when such defects were first discovered.

**§ 5.12** The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

**§ 5.13** Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction. The Architect shall not be bound by any modifications to the Architect's obligations in the Contract for Construction without express consent thereto.

**§ 5.14** The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

**§ 5.15** Within fifteen (15) days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

**§ 5.16** If the Owner requires the use of any systems, products or applications contrary to, or without, the recommendation of the Architect, the Architect shall not be liable for the use of those systems, products or applications.

**§ 5.17** The Owner agrees to stipulate within the Contract Documents that the Contractor, or the Owner, shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and costs of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained until final payment has been made, or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall name Architect as an additional insured.

**§ 5.18** The Owner represents and warrants that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to perform its obligations under this Agreement. Prior to commencement of the Architect's services under this Agreement, the Architect may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under this Agreement. Thereafter, the Architect may request such evidence if (i) the Owner fails to make payments to the Architect as this Agreement requires, (ii) a material change in the Architect's scope of services, or (iii) the Architect identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Architect's services or the portion of the services affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Architect.

## **ARTICLE 6 COST OF THE WORK**

**§ 6.1** For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include Contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

**§ 6.2** The Owner's budget for the Cost of the Work is provided in Initial Information and shall be adjusted throughout the Project as required under Sections 5.2 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work, and updated estimates of the Cost of the Work prepared by the Cost Consultant, represent the Architect's judgment as a design professional. It is recognized, however, that neither the

Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

**§ 6.3** The Owner shall require the Cost Consultant to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Cost Consultant prepares as the Architect progresses with its services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Cost Consultant's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect shall have no responsibility for the ultimate costs of the Project. The Architect shall provide its services in conjunction with the services of the Owner's Cost Consultant identified in Section 1.1.9. The Architect shall not be responsible for actions taken by the Cost Consultant. While the Architect will assist Owner in reviewing cost estimates prepared by Cost Consultant, the Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Cost Consultant's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost of estimated cost proposals.

#### **§ 6.4 INTENTIONALLY DELETED**

**§ 6.5** If the Cost Consultant's estimates of the Cost of the Work prepared prior to the Design Development Phase exceed the Owner's budget for the Cost of the Work, the Architect, in consultation with the Cost Consultant, shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

**§ 6.6** If the Cost Consultant's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work; or
- .2 Not Used;
- .3 terminate in accordance with Section 9.5; or
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

**§ 6.7** If the Owner chooses to proceed under Section 6.6.4, the Architect shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase, or the budget as adjusted under Section 6.6.1. In any event, the Architect's revisions to the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

**§ 6.8** After incorporation of the revisions under Section 6.7, the Architect shall, at the Owner's request, as an Additional Service, make further revisions to the Instruments of Service necessitated by subsequent estimates of the Cost of the Work that exceed the Owner's budget for the Cost of the Work.

#### **ARTICLE 7 COPYRIGHTS AND LICENSES**

**§ 7.1** The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

**§ 7.2** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive, nontransferable license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 IN THE EVENT THE OWNER USES THE INSTRUMENTS OF SERVICE WITHOUT RETAINING THE AUTHORS OF THE INSTRUMENTS OF SERVICE, THE OWNER RELEASES THE ARCHITECT AND ARCHITECT'S CONSULTANTS FROM ALL CLAIMS AND CAUSES OF ACTION ARISING FROM SUCH USES. THE OWNER, TO THE EXTENT PERMITTED BY LAW, FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE ARCHITECT AND ITS CONSULTANTS FROM ALL COSTS AND EXPENSES, INCLUDING THE COST OF DEFENSE, RELATED TO CLAIMS AND CAUSES OF ACTION ASSERTED BY ANY THIRD PERSON OR ENTITY TO THE EXTENT SUCH COSTS AND EXPENSES ARISE FROM THE OWNER'S USE OF THE INSTRUMENTS OF SERVICE UNDER THIS SECTION 7.3.1, REGARDLESS OF WHETHER BASED OR ARISING IN WHOLE OR IN PART UPON THE ALLEGED NEGLIGENCE OF THE ARCHITECT AND/OR ITS CONSULTANTS.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 General**

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than ten (10) years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.1.1 Causes of action between the parties to this Agreement, or arising out of this Agreement, pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.

§ 8.1.2 The Owner agrees to include in all agreements and documentation connected with this Project, including but not limited to design and construction contracts and agreements binding on any purchasers of the property or Project, waivers of subrogation against all the other parties to the Project. To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 TO THE EXTENT PERMITTED UNDER TEXAS LAW, THE ARCHITECT AND OWNER HEREBY AGREE TO WAIVE ANY AND ALL CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY

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AND/OR PUNITIVE DAMAGES FOR ANY CLAIMS, DISPUTES OR OTHER MATTERS IN QUESTION BETWEEN THE OWNER AND ARCHITECT. THIS MUTUAL WAIVER IS APPLICABLE, WITHOUT LIMITATION, TO ALL CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY AND/OR PUNITIVE DAMAGES DUE TO EITHER PARTY'S TERMINATION OF THIS AGREEMENT. THIS SECTION 8.1.3 APPLIES TO ALL CLAIMS, DISPUTES OR OTHER MATTERS IN QUESTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR STRICT LIABILITY, INCLUDING THOSE ARISING FROM THE ARCHITECT'S OR OWNER'S NEGLIGENCE, ACTS, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY.

**§ 8.1.4 Sole Recourse by Owner Against Architect's Firm.** In the event of any dispute between the Architect and Owner, Owner agrees that its sole recourse shall be against the architectural firm (including any insurance applicable to that entity), and not the individual architects or other individuals working for that firm. This clause shall apply to any claims sounding in breach of contract, negligence, negligent misrepresentation, or any other claims arising in any way out of the Project or the professional services described herein.

**§ 8.1.5** In the event of a dispute arising out of the Project, the responsibility of the Architect and Owner will be determined on the basis of comparative responsibility, regardless of the theory of liability (e.g., breach of contract, negligence, warranty, fraud, breach of fiduciary duty, negligent misrepresentation, or any other cause of action).

**§ 8.1.6** If the Owner authorizes deviations, recorded or unrecorded, from the Instruments of Service prepared by the Architect or its consultants, the Owner shall to the extent permitted under Texas law, indemnify and hold harmless the Architect, the Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting in whole or in part from such deviations.

## **§ 8.2 Mediation**

**§ 8.2.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

**§ 8.2.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 8.2.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 8.2.4** If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

[ X ] Arbitration pursuant to Section 8.3 of this Agreement in Hays County, Texas

[ ] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

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If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

### **§ 8.3 Arbitration**

**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration. Arbitration shall occur in San Antonio, Texas, unless otherwise agreed by the parties.

**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

**§ 8.3.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### **§ 8.3.4 Consolidation or Joinder**

**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 8.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 8.3.4.3** The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

**§ 8.4** The provisions of this Article 8 shall survive the termination of this Agreement.

## **ARTICLE 9 TERMINATION OR SUSPENSION**

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven (7) days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than ninety (90) cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven (7) days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven (7) days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

\$10,000

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

50% of the Architect's Fee remaining at the time of termination

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least fourteen (14) days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least fourteen (14) days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 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 Owner or Architect. The Architect's services are being performed solely for the Owner's benefit, and no individual or entity shall have any claims against the Architect arising out of the performance or non-performance of the services described in this Agreement.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials, including submissions for awards programs. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner rightfully terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after seven (7) days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the extent permitted under Texas law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 In any litigation or arbitration between the Owner and Architect related to the Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation or arbitration as recoverable under applicable law. For purposes of this provision, the "prevailing party" shall be the party who obtains a finding from the court or arbitrator at the time final judgment is entered that the opposing party materially breached the Agreement. If both parties obtain such a finding, then neither shall be deemed a prevailing party for purposes of this provision, regardless of whether one party is required to pay an amount to satisfy a judgment to the other.

§ 10.11 **Independent Contractor.** The Owner and Architect understand, acknowledge, and agree that the Architect shall be acting as an independent contractor at all times during the performance of this Agreement and no provision or obligation – express or implied – in this Agreement shall create an employment, agency, or fiduciary relationship between Owner and Architect.

§ 10.12 If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Architect are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Architect may call for renegotiation of appropriate portions of this Agreement. The Architect shall notify the Owner of the changed conditions necessitating renegotiation, and the Architect and the Owner shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement for convenience.

§ 10.13 The parties acknowledge that this Agreement has been freely negotiated, is the product of arms-length negotiations, has not been entered into under threat or duress, and is not a contract of adhesion, and each party and its counsel (if applicable) have reviewed this Agreement. The parties hereby agree that the normal rule of contract construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any attachments or exhibits hereto.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum  
*(Insert amount)*  
  
See Fee Matrix attached as Exhibit B.
- .2 Percentage Basis  
*(Insert percentage value)*  
  
Not applicable.
- .3 Other  
*(Describe the method of compensation)*  
  
Not applicable.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Supplemental Services will be billed at the Hourly Rates defined in Article 11.7 or on an agreed upon rate as required by the type of services rendered.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

Additional Services will be billed at the hourly rates defined in Article 11.7.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus five percent (5%), or as follows:  
*(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)*

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

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Discovery	\$58,840 – six	percent (	6	%)
Schematic Design Phase	\$126,270 - thirteen	percent (	13	%)
Design Development Phase	\$179,945 - nineteen	percent (	19	%)
Construction Documents Phase	\$216,310 – twenty-three	percent (	23	%)
Bidding/Permitting Construction Phase	\$19,200 -two	percent (	2	%)
LEED	\$252,975 – twenty-six	percent (	26	%)
TECQ	\$66,000 – seven	percent (	7	%)
Site Plan Processing	\$10,000 – one	percent (	1	%)
One Water	\$18,000 – two	percent (	2	%)
Grinder Pump/Lift Station	\$3,200 – zero	percent (	0	%)
	\$10,000 - one	percent (	1	%)
<b>Total Basic Compensation</b>	<b>\$960,740 – one hundred</b>	<b>percent (</b>	<b>100</b>	<b>%)</b>

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. In no event will the Architect be required to refund any compensation paid in previous progress payments when the Owner’s budget for the Cost of the Work decreases.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect are set forth below. The rates shall be adjusted in accordance with the Architect’s normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

<b>Employee or Category</b>	<b>Rate (\$0.00)</b>
Principal	\$540 / hour
Partner 1	\$440 / hour
Partner 2	\$380 / hour
Director of Design Performance	\$320 / hour
Director of Interiors	\$320 / hour
Director of Urban Design	\$280 / hour
Director of Design Technology	\$280 / hour
Associate Partner 1	\$285 / hour
Associate Partner 2	\$260 / hour
Senior Associate	\$235 / hour
Associate	\$230 / hour
Architect III	\$215 / hour
Designer III	\$215 / hour
Designer III, Interiors	\$215 / hour
Designer III, UD&P	\$215 / hour
Architect II	\$185 / hour
Designer II	\$185 / hour
Designer II, Interiors	\$185 / hour
Designer II, UD&P	\$185 / hour

Architect I	\$165 / hour
Designer I	\$165 / hour
Designer I, Interiors	\$165 / hour
Designer I, UD&P	\$175 / hour
Designer	\$130 / hour
Designer, Interiors	\$130 / hour
Designer, UD&P	\$130 / hour
Design Performance Manager	\$180 / hour
Design Performance Staff	\$160 / hour
Intern	\$ 85 / hour

**§ 11.8 Compensation for Reimbursable Expenses**

**§ 11.8.1** Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner’s prior written approval, the Architect’s consultants’ expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect’s consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

**§ 11.8.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus five percent ( 5%) of the expenses incurred.

**§ 11.9 Architect’s Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

**§ 11.10 Payments to the Architect**

**§ 11.10.1 Initial Payments**

**§ 11.10.1.1** No initial payment is required for this Project.

**§ 11.10.1.2** If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero (\$ 0.00 ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect’s payments to the Certifying Authority shall be credited to the Owner’s account at the time the expense is incurred.

**§ 11.10.2 Progress Payments**

**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

1.5% per month (18% per annum).

**§ 11.10.2.2** The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

**§ 11.10.2.3** Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**§ 11.10.2.4** Within the time for payment to become due, the Owner shall examine the invoice for accuracy and completeness with respect to the performance of services rendered during the invoiced time period. The Owner shall raise any questions or objections which it may have regarding the services performed, the format of or information on the invoice within this period and will pay any undisputed amounts. After such period, the Owner waives any question or objection to the services performed and/or the format of or information on the invoice not previously raised. The Architect shall be entitled to recover all costs, including attorneys' fees, incurred in enforcing any provisions of this Agreement.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

**§ 12.1 LIMITATION OF LIABILITY**

TO THE EXTENT PERMITTED UNDER TEXAS LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT TO THE CONTRARY, THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE ARCHITECT AND THE ARCHITECT'S OFFICERS, DIRECTORS, PARTNERS, REPRESENTATIVES, CONSULTANTS AND EMPLOYEES, AND ANY OF THEM, TO THE OWNER AND ANYONE CLAIMING BY, THROUGH OR UNDER THE OWNER AND/OR THE OWNER'S SUCCESSORS OR ASSIGNS, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEYS' FEES, EXPERT WITNESS FEES, AND ANY OTHER CLAIMS OR EXPENSES RESULTING FROM OR IN ANY WAY RELATED TO THE PROJECT OR THIS AGREEMENT FROM ANY CAUSE OR CAUSES, SHALL NOT EXCEED THE TOTAL COMPENSATION ACTUALLY RECEIVED BY THE ARCHITECT FROM THE OWNER UNDER THIS AGREEMENT. IT IS INTENDED THAT THIS LIMITATION APPLY TO ANY AND ALL LIABILITY OR CAUSES OF ACTION HOWEVER ALLEGED OR ARISING, UNLESS OTHERWISE PROHIBITED BY LAW. THE OWNER AND ARCHITECT AGREE THAT THIS PROVISION SETS AN UPPER LIMIT TO THE AMOUNT OF DAMAGES, IF ANY, THAT THE OWNER MAY RECOVER BY WAY OF ANY AND ALL CLAIMS AND CAUSES OF ACTION.

**§ 12.2 DISCLAIMER OF WARRANTIES**

OTHER THAN PERFORMING ITS SERVICES PURSUANT TO THE STANDARD OF CARE, ARCHITECT MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ITS PERFORMANCE HEREUNDER, WHETHER EXPRESS OR IMPLIED. OWNER ACKNOWLEDGES AND AGREES THAT, NEITHER ARCHITECT, NOR ANY OF ITS AFFILIATES, SHAREHOLDERS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES, NOR ANY PERSON PURPORTING TO REPRESENT ANY OF THE FOREGOING, HAVE MADE ANY REPRESENTATION, WARRANTY, GUARANTY, PROMISE, PROJECTION OR PREDICTION WHATSOEVER WITH RESPECT TO THE SERVICES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR REPRESENTATION (1) OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (2) THE CONDITION, SAFETY, QUANTITY, QUALITY, USE, OCCUPANCY OR OPERATION OF THE PROJECT; (3) THE COMPLIANCE OF THE PROJECT OR THE BUSINESS WITH ANY ZONING REQUIREMENTS, BUILDING CODES OR OTHER APPLICABLE LAW, INCLUDING, WITHOUT

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LIMITATION, THE AMERICANS WITH DISABILITIES ACT OF 1990 AND SUBSEQUENT AMENDMENTS; (4) THE ACCURACY OF ANY ENVIRONMENTAL REPORTS OR OTHER DATA OR INFORMATION SET FORTH IN DOCUMENTS AND/OR MATERIALS PROVIDED TO OWNER WHICH WERE PREPARED FOR OR ON BEHALF OF ARCHITECT; OR (5) ANY OTHER MATTER RELATING TO ARCHITECT, THE PROJECT OR THE USE OF THE PROJECT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

### § 12.3 DEFEND, INDEMNIFY AND HOLD HARMLESS

TO THE EXTENT PERMITTED UNDER TEXAS LAW, THE OWNER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE ARCHITECT, AND ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND CONSULTANTS, FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, JUDGMENTS, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES AND EXPERT WITNESS FEES (COLLECTIVELY, "LOSSES"), THAT ARISE OUT OF, RELATE TO, OR RESULT FROM THE WILLFUL MISCONDUCT, BREACH OF CONTRACT, NEGLIGENCE, INTENTIONAL ACTS, ERRORS OR OMISSIONS OF THE OWNER OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND/OR CONSULTANTS (COLLECTIVELY REFERRED TO IN THIS SECTION 12.3 AS "OWNER"). THE OWNER'S OBLIGATIONS UNDER THIS SECTION SHALL ARISE REGARDLESS OF WHETHER OR NOT LOSSES ARE CAUSED IN PART BY THE CONCURRENT OR PARTIAL NEGLIGENCE OF ARCHITECT; PROVIDED, HOWEVER, THE OWNER SHALL BE LIABLE TO THE ARCHITECT FOR LOSSES INCURRED BY ARCHITECT ONLY TO THE EXTENT SUCH LOSSES ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR OTHER FAULT OF OWNER. OWNER SHALL NOT BE OBLIGATED TO RELEASE, INDEMNIFY OR HOLD HARMLESS ARCHITECT FROM AND AGAINST ANY CLAIMS TO THE EXTENT THEY RESULT FROM THE WILLFUL MISCONDUCT, BREACH OF CONTRACT, NEGLIGENCE, INTENTIONAL ACTS, ERRORS OR OMISSIONS OF THE ARCHITECT.

§ 12.4 The Texas Board of Architectural Examiners (P.O. Box 12337, Austin, Texas 78711) has jurisdiction over complaints regarding the professional practice of persons registered as Architects in Texas.

## ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 LF\_Agreement Re\_electronic Data - Internal (SKL 2-2018), dated as indicated below:  
*(Insert the date of the Electronic Data Agreement incorporated into this agreement.)*

Not applicable.

- .3 Exhibits:  
*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this agreement.)*

Not applicable.

Other Exhibits incorporated into this Agreement:  
*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*

Exhibit A - Architect's Proposal – Discovery Scope

Exhibit B - Fee Matrix

Exhibit C – Civil Proposal

Exhibit D – Landscape Proposal

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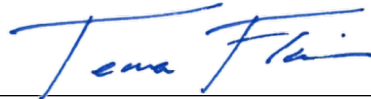
(2051242545)

- Exhibit E – MEP Proposal
- Exhibit F – Specifications Proposal
- Exhibit G – Structural Proposal
- Exhibit H – Geotech Proposal
- Exhibit I – Surveyor Proposal

**4** Other documents:  
*(List other documents, if any, forming part of the Agreement.)*

Not applicable.

This Agreement entered into as of the day and year first written above.



\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
Jim Chiles, Mayor, City of Wimberley  
*(Printed name and title)*

\_\_\_\_\_  
**ARCHITECT** *(Signature)*

\_\_\_\_\_  
Tenna Florian, FAIA, LEED AP BD+C, Partner  
*(Printed name, title, and license number, if required)*

# **Additions and Deletions Report for** **AIA® Document B101® – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 18:09:02 on 11/06/2025.

## **PAGE 1**

**AGREEMENT** made as of the Eighteenth day of August in the year Two Thousand Twenty-Five

...

City of Wimberley  
100 Blue Hole Lane  
Wimberley, TX 78676

...

Lake Flato Architects, Inc.  
311 Third Street  
San Antonio, TX 78205

...

Wimberley Blue Hole Nature Center  
333 Blue Hole Lane  
Wimberley, TX 78676

## **PAGE 2**

### **- Classroom Building: 2080 SF**

(2) large, conditioned classrooms with operable partition door connection, exhibit learning space, general storage, table and chair storage, mechanical room.

### **- Restroom Building: 1030 SF**

(2) gender separated, conditioned restrooms with four water closets each, Janitors closet, and mechanical room.

### **- Covered Outdoor Porch/ Circulation: Approx 1900 SF**

### **- Wetland/ Green Stormwater Infrastructure: 10,000 SF**

### **- Landscaped Outdoor Courtyard: 4000 SF**

### **- Roadway + Parking: Approx 10,000 SF**

ADA accessible parking, school bus drop-off & turn around, limited visitor parking.

See Exhibit A, Architect's Proposal – Discovery Scope. To the extent any terms or conditions in Exhibit A conflict with this Agreement, this Agreement shall govern.

## **PAGE 3**

Wimberley Blue Hole Nature Center  
333 Blue Hole Lane  
Wimberley, TX 78676

...

\$4,000,000

...

Discovery – September – October 2025  
Schematic Design – November – December 2025  
Design Development – January 2026 – March 2026  
Construction Documents – March – May 2026  
Bidding – June 2026

September 2026

...

August 2027

...

Not applicable.

...

Negotiated contract.

...

Below are the sustainability goals outlined in the RFP, SITES and Living Building Challenge have been removed. LEED Platinum and One Water are required certifications. Nature Explore Classrooms + Dark Sky are aspirational goals.

**Project Goals:**

Aligned with the 2012 Hays County Parks Master Plan, this project will improve water quality, conserve natural resources, and enhance communication connections to the Texas Hill Country. It will support Wimberley’s award-winning Nature Camp Program, while promoting sustainability through innovative design.

**Project Requirements:**

**Building Standards and Certifications:**

- **Complete One Water Design:** Holistic water management, incorporating net zero water practices such as onsite reuse, rainwater harvesting, greywater recycling, and stormwater systems.
- **LEED Certification:** Achieve Platinum LEED certification with a focus on sustainable materials, energy efficiency, and indoor environmental quality.
- **Dark Sky:** Comply with all Dark Sky International Certified Community requirements.

**PAGE 4**

Richard Shaver  
Director, Parks and Recreation  
City of Wimberley  
100 Blue Hole Lane  
Wimberley, TX 78676

...

Not applicable.

...

Raba Kistner, Inc.  
1909 W. Braker Lane, Ste 100  
Austin, TX 78758

...

Under Architect.

...

*(List any other consultants and contractors retained by the Owner.)*

.1 Contractor:

To be determined.

.2 Surveyor:  
Contor, LLC  
Dripping Springs, TX

.3 Material Testing Laboratory (during Construction Phase):

To be determined.

.4 Cost Consultant (who may be Contractor):

Under Architect.

**PAGE 5**

Tenna Florian, FAIA, LEED AP BD+C, Partner  
Garrett Jones, AIA, Associate  
Lake Flato Architects, Inc.  
311 Third Street  
San Antonio, TX 78205

...

.1 Structural Engineer:

AEC/TYLin  
123 Parland Place, Suite 200  
San Antonio, TX 78209

.2 Mechanical, Electrical and Plumbing Engineer:

DBR  
9601 Mcallister Freeway, Suite 410  
San Antonio, TX 78216

.3 Landscape Architect:

Lionheart  
1023 Springdale Road

Building 6, Suite E  
~~.2 Mechanical Austin, TX 78721~~

.4 Civil Engineer:

Dunaway  
816 Camaron Street, Suite 2.44  
San Antonio, TX 78212

.5 Cost Estimator:

Fennessey  
~~.3 Electrical Engineer: 27 Glen Street, Suite 8~~  
Stoughton, MA 02072

.6 Specifications:

Introspec LLC  
1333 W. Canterbury Court  
Dallas, TX 75208

PAGE 6

Not applicable.

§ 1.1.11.2.1 All consultants selected by Owner to be retained by Architect under Supplemental Services shall be subject to Architect's approval, which may be withheld in Architect's sole and absolute discretion.

...

The Owner represents and warrants that:

- .1 it has good and valid title to the real property and improvements constituting the Project;
- .2 the Project is free and clear of all liens as of the date of this Agreement; and
- .3 all necessary utilities are available to the Project site.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change change, and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, of Instruments of Service or any other information or documentation in digital form. The parties will use LF Agreement Re electronic Data - Internal (SKL 2-2018), to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in LF Agreement Re electronic Data - Internal (SKL 2-2018), shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

...

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, Agreement or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by competent architects practicing in the same or similar locality under the same or similar circumstances. ~~circumstances~~ and professional license ("Standard of Care"). The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2.1 The Architect shall not be responsible for any failure to follow or apply any knowledge or techniques which were not generally known, acknowledged, or accepted as of the time during which the Architect is performing its services under this Agreement. The parties acknowledge that no set of plans and specifications is free of errors and omissions and that the existence of an error or omission does not automatically constitute a breach of the Standard of Care. All costs of architectural errors, omissions or other changes which result in "betterment" or "value added" to the Owner shall be borne by the Owner, not the Architect, (to the extent of the betterment or value added) and shall not be the basis of a claim. The Owner shall establish a reasonable contingency line item in the construction budget to cover additional costs resulting from errors and omissions, and the Architect shall not be liable therefore unless the aggregate additional costs (less betterment) of the errors and omissions both exceed a reasonable contingency amount and constitute a breach of the Standard of Care.

PAGE 7

§ 2.5.1 Commercial General Liability with policy limits of not less than ~~(\$—)~~ One Million Dollars (\$1,000,000.00) for each occurrence and ~~(\$—)~~ Two Million Dollars (\$2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than ~~(\$—)~~ One Million Dollars (\$1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.5.5 Employers' Liability with policy limits not less than ~~(\$—)~~ each accident, ~~(\$—)~~ each employee, and ~~(\$—)~~ One Million Dollars (\$1,000,000.00) each accident, One Million Dollars (\$1,000,000.00) each employee, and One Million Dollars (\$1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than ~~(\$—)~~ per claim and ~~(\$—)~~ Five Million Dollars (\$5,000,000.00) per claim and Five Million Dollars (\$5,000,000.00) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by ~~under~~ Texas law, the Architect shall cause the primary and excess or umbrella ~~policies-polices~~ for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

...

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 ~~and include usual and customary and, if specified in Section 1.1.11.1 above,~~ structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

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§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval. In the event that the Owner chooses to accept, and directs the Architect to make revisions to the Construction Documents to include value engineering, value reduction, or material substitution proposals made by the Contractor, Owner's consultants, or others, and the Architect recommends, in writing, that Owner not accept such proposed revisions, to the extent permitted under Texas law, the Owner shall release, indemnify, and defend the Architect and its Consultants from and against all damages, losses, liabilities, costs and attorneys' fees (hereinafter "Damages"), arising from such revisions to

**the Construction Documents whether or not such Damages are caused by the sole or comparative negligence, strict liability, or other fault of Architect or its Consultants.**

§ 3.1.5 The Architect shall ~~may~~ contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. Documents. The Architect shall respond to applicable design requirements imposed by those ~~authorities and entities.~~ authorities. Permitting services shall be considered Additional Services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project, ~~if requested by Owner, but the Architect shall not be responsible for any delays associated with government approvals and permits necessary for the progression of the Project.~~

...

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1. Unless specifically provided for elsewhere in this Agreement, Architect makes no warranties, representations, or guarantees that the Project will actually achieve or receive any certification by Leadership in Energy and Environmental Design (LEED) Green Building Rating System of the U.S. Green Building Council, the International WELL Building Institute (IWBI) WELL Building Standard, the Austin Energy Green Building Program, or any other similar state, local, or national environmental building programs. Similarly, unless otherwise provided for in this Agreement, Architect makes no warranties, representations, or guarantees regarding the energy use or operating costs of the Project. If the Owner requests the Architect to provide additional services related to LEED certification or Green Building ratings, Owner and Architect will execute an AIA B214–2012, or other separate agreement related to such services as provided for in Article 4 of this Agreement.

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§ 3.2.6 The Architect shall ~~submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3:~~ the Schematic Design Documents to the Owner and its Cost Consultant. The Architect shall meet with the Cost Consultant to review the Schematic Design Documents.

§ 3.2.7 The Architect shall ~~submit the Schematic Design Documents to the Owner, and request the Owner's approval.~~ Upon receipt of the Cost Consultant's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.5 and will request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

...

§ 3.3.2 The Architect shall ~~update the estimate of the Cost of the Work prepared in accordance with Section 6.3:~~ Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and its Cost Consultant. The Architect shall meet with the Cost Consultant to review the Design Development Documents.

§ 3.3.3 The Architect shall ~~submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.~~ Upon receipt of the Cost Consultant's information and estimate at the conclusion of the Design Development Phase, the Architect will take action required under Sections 6.6 through 6.7 and request the Owner's approval of the Design Development Documents.

...

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents. Documents in effect at the time of document preparation and as reasonably interpreted.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and ~~preparation~~ preparation, subject to review by Owner's attorney, of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 ~~The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3. Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Cost Consultant. The Architect shall meet with the Cost Consultant to review the Construction Documents.~~

§ 3.4.5 ~~The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval. Upon receipt of the Cost Consultant's estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required by Section 6.8 and request the Owner's approval of the Construction Documents.~~

**PAGE 10**

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction. The Owner and Architect agree that the Architect's role in such services shall be based on information reasonably known to the Architect at the time, and that the Architect shall bear no liability of any kind for the ultimate selection, engagement, payment, timeliness, and performance of any Contractor, Subcontractor, or any other design, construction, or other services obtained directly by the Owner.

**PAGE 11**

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for ~~Construction~~ Construction for those elements of the Project within Architect's scope of services. If the Owner and Contractor modify AIA Document A201-2017, ~~A201-2017~~ or utilize a different form of agreement, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

...

§ 3.6.1.4 The Architect's Construction Phase Services shall not be modified or reduced except by written modification to this Agreement signed by the Owner and Architect.

...

§ 3.6.2.2 The Architect has the authority to recommend to the Owner to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to recommend to the Owner to arrange for or require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**PAGE 13**

**§ 3.6.6.6 No Damages for Delay.** The Owner specifically agrees that, while the Architect agrees to employ reasonable efforts to accomplish its work in a timely manner, the Architect does not control the construction schedule and generally disclaims any responsibility for it. The Architect shall in no way be liable for damages of any kind for delays that might occur during permitting and construction of the Project.

**§ 4.1 Supplemental Services – INTENTIONALLY DELETED**

**§ 4.1.1** The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
<del>§ 4.1.1.1 Programming</del>	
<del>§ 4.1.1.2 Multiple preliminary designs</del>	
<del>§ 4.1.1.3 Measured drawings</del>	
<del>§ 4.1.1.4 Existing facilities surveys</del>	
<del>§ 4.1.1.5 Site evaluation and planning</del>	
<del>§ 4.1.1.6 Building Information Model management responsibilities</del>	
<del>§ 4.1.1.7 Development of Building Information Models for post construction use</del>	
<del>§ 4.1.1.8 Civil engineering</del>	
<del>§ 4.1.1.9 Landscape design</del>	
<del>§ 4.1.1.10 Architectural interior design</del>	
<del>§ 4.1.1.11 Value analysis</del>	
<del>§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3</del>	
<del>§ 4.1.1.13 On-site project representation</del>	
<del>§ 4.1.1.14 Conformed documents for construction</del>	
<del>§ 4.1.1.15 As designed record drawings</del>	
<del>§ 4.1.1.16 As constructed record drawings</del>	
<del>§ 4.1.1.17 Post occupancy evaluation</del>	
<del>§ 4.1.1.18 Facility support services</del>	
<del>§ 4.1.1.19 Tenant related services</del>	
<del>§ 4.1.1.20 Architect’s coordination of the Owner’s consultants</del>	
<del>§ 4.1.1.21 Telecommunications/data design</del>	
<del>§ 4.1.1.22 Security evaluation and planning</del>	
<del>§ 4.1.1.23 Commissioning</del>	
<del>§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3</del>	
<del>§ 4.1.1.25 Fast track design services</del>	
<del>§ 4.1.1.26 Multiple bid packages</del>	
<del>§ 4.1.1.27 Historic preservation</del>	

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
<del>§ 4.1.1.28 Furniture, furnishings, and equipment design</del>	
<del>§ 4.1.1.29 Other services provided by specialty Consultants</del>	
<del>§ 4.1.1.30 Other Supplemental Services</del>	

**PAGE 14**

Not applicable.

...

Not applicable.

...

- .9 Evaluation of the qualifications of entities providing ~~bids or proposals~~;

**PAGE 15**

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor  
.2 Ten ( 10 ) visits to the site by the Architect during construction  
.3 ~~(—) inspections~~ One ( 1 ) observations for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents  
.4 ~~(—) inspections~~ One ( 1 ) observations for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than ~~60 sixty (60)~~ days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this ~~Agreement~~ Agreement, through Construction Documents phase, have not been completed within Ten ( 10 ) months of the date of this Agreement, ~~through no fault of~~ except to the extent such delays are caused solely by the Architect, extension of the Architect’s services beyond that time shall be compensated as Additional Services.

§ 4.2.6 In addition to Sections 4.2.4 and 4.2.5: If Construction Phase Services covered by this Agreement have not been completed within Twelve (12) months from the commencement of construction at the site, except to the extent such delays are caused solely by the Architect, extensions of the Architect’s services beyond that time shall be compensated as Additional Services.

...

§ 5.2 The Owner shall establish the Owner’s budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner’s other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall furnish the services of a Cost Consultant that shall be responsible for preparing all estimates of the Cost of the Work. The Owner shall update the Owner’s budget for the Project as necessary throughout the duration of the Project until final completion. ~~completion, based on the estimates received from the Owner’s Cost Consultant at the pricing exercises referenced herein.~~ If the Owner significantly increases or decreases the Owner’s budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project’s scope and quality.

§ 5.2.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign

portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs, and, in such event, the Owner waives any claim that Owner may have against the Architect and its consultants relating to delay, increased costs of the Project, errors or omissions by the Architect or its consultants related to such accelerated, phased or fast-track scheduling.

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§ 5.8.1 The Owner agrees that any consultants it retains, of all disciplines, shall be properly licensed in the jurisdiction where the Project is located and shall be otherwise qualified and possess the skill and competence required to properly perform their services. The contracts between the Owner and Owner's consultants and contractors shall require the consultants and contractors to coordinate their drawings and other instruments of service with those of the Architect and to advise the Architect of any potential conflict. The Architect shall have no responsibility for the components of the Project designed by the Owner's consultants and contractors. Review by the Architect of the consultants' or contractors' drawings and other instruments of service is solely for consistency with the Architect's design concept for the Project. The Architect shall be entitled to rely upon information provided by and the timely delivery of documents and services furnished by the Owner's consultants and contractors. The Architect shall not be required to review or verify computations and designs furnished by Owner's consultants for compliance with applicable laws, statutes, ordinances, building codes, and rules and regulations, or certify completion or payment for the Work designed by the Owner's consultants or contractors.

...

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any alleged fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. Service or other services, so that the Architect may take measures to minimize the consequences of such a defect. The Owner further agrees to impose a similar notification requirement on all contractors in the Owner-Contractor agreement and shall require all subcontracts at any level to contain a similar requirement. Failure by the Owner and the Owner's contractors and subcontractors to notify the Architect shall relieve the Architect of the cost of remedying the defects above the sum (if any) such remedy would have cost had prompt notification been given when such defects were first discovered.

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§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction. The Architect shall not be bound by any modifications to the Architect's obligations in the Contract for Construction without express consent thereto.

...

§ 5.15 Within ~~15~~ fifteen (15) days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

§ 5.16 If the Owner requires the use of any systems, products or applications contrary to, or without, the recommendation of the Architect, the Architect shall not be liable for the use of those systems, products or applications.

§ 5.17 The Owner agrees to stipulate within the Contract Documents that the Contractor, or the Owner, shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and costs of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained until final payment has been made, or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall name Architect as an additional insured.

§ 5.18 The Owner represents and warrants that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to perform its obligations under this Agreement. Prior to commencement of the Architect's services under this Agreement, the Architect may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under this Agreement. Thereafter, the Architect may request such evidence if (i) the Owner fails to make payments to the Architect as this Agreement requires, (ii) a material change in the Architect's scope of services, or (iii) the Architect identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Architect's services or the portion of the services affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Architect.

...

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include ~~contractors'~~ Contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial ~~Information,~~ Information and shall be adjusted throughout the Project as required under Sections ~~5.2, 6.4~~ 5.2 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, ~~and the preliminary estimate of the Cost of the Work~~ Work, and updated estimates of the Cost of the Work, ~~Work~~ prepared by the Architect, ~~Cost Consultant,~~ represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, ~~market,~~ market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service. The Owner shall require the Cost Consultant to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Cost Consultant prepares as the Architect progresses with its services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Cost Consultant's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect shall have no responsibility for the ultimate costs of the Project. The Architect shall provide its services in conjunction with the services of the Owner's Cost Consultant identified in Section 1.1.9. The Architect shall not be responsible for actions taken by the Cost Consultant. While the Architect will assist Owner in reviewing cost estimates prepared by Cost Consultant, the Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Cost Consultant's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost of estimated cost proposals.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.**INTENTIONALLY DELETED**

~~§ 6.5 If at any time the Architect's estimate the Cost Consultant's estimates of the Cost of the Work exceeds prepared prior to the Design Development Phase exceed the Owner's budget for the Cost of the Work, the Architect the Architect, in consultation with the Cost Consultant, shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.~~

~~§ 6.6 If the Owner's budget for Cost Consultant's estimate of the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall~~

- ~~.1 give written approval of an increase in the budget for the Cost of the Work; or~~
- ~~.2 authorize rebidding or renegotiating of the Project within a reasonable time; Not Used;~~
- ~~.3 terminate in accordance with Section 9.5; or~~

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~~§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, Design Development Phase, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of In any event, the Architect's revisions to the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.~~

~~§ 6.8 After incorporation of the revisions under Section 6.7, the Architect shall, at the Owner's request, as an Additional Service, make further revisions to the Instruments of Service necessitated by subsequent estimates of the Cost of the Work that exceed the Owner's budget for the Cost of the Work.~~

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~~§ 7.3 The Architect grants to the Owner a nonexclusive nonexclusive, nontransferable license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.~~

~~§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4. IN THE EVENT THE OWNER USES THE INSTRUMENTS OF SERVICE WITHOUT RETAINING THE AUTHORS OF THE INSTRUMENTS OF SERVICE, THE OWNER RELEASES THE ARCHITECT AND ARCHITECT'S CONSULTANTS FROM ALL CLAIMS AND CAUSES OF ACTION ARISING FROM SUCH USES. THE OWNER, TO THE EXTENT PERMITTED BY LAW, FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE ARCHITECT AND ITS CONSULTANTS FROM ALL COSTS AND EXPENSES, INCLUDING THE COST OF DEFENSE, RELATED TO CLAIMS AND CAUSES OF ACTION ASSERTED BY ANY THIRD PERSON OR ENTITY TO THE EXTENT SUCH COSTS AND EXPENSES ARISE FROM THE OWNER'S USE OF THE INSTRUMENTS OF SERVICE UNDER THIS SECTION 7.3.1, REGARDLESS OF WHETHER BASED OR ARISING IN WHOLE OR IN PART UPON THE ALLEGED NEGLIGENCE OF THE ARCHITECT AND/OR ITS CONSULTANTS.~~

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than ~~10~~ten (10) years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.1.1 Causes of action between the parties to this Agreement, or arising out of this Agreement, pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.

§ 8.1.2 The Owner agrees to include in all agreements and documentation connected with this Project, including but not limited to design and construction contracts and agreements binding on any purchasers of the property or Project, waivers of subrogation against all the other parties to the Project. To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

~~§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7. TO THE EXTENT PERMITTED UNDER TEXAS LAW, THE ARCHITECT AND OWNER HEREBY AGREE TO WAIVE ANY AND ALL CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY AND/OR PUNITIVE DAMAGES FOR ANY CLAIMS, DISPUTES OR OTHER MATTERS IN QUESTION BETWEEN THE OWNER AND ARCHITECT. THIS MUTUAL WAIVER IS APPLICABLE, WITHOUT LIMITATION, TO ALL CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY AND/OR PUNITIVE DAMAGES DUE TO EITHER PARTY'S TERMINATION OF THIS AGREEMENT. THIS SECTION 8.1.3 APPLIES TO ALL CLAIMS, DISPUTES OR OTHER MATTERS IN QUESTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR STRICT LIABILITY, INCLUDING THOSE ARISING FROM THE ARCHITECT'S OR OWNER'S NEGLIGENCE, ACTS, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY.~~

§ 8.1.4 **Sole Recourse by Owner Against Architect's Firm.** In the event of any dispute between the Architect and Owner, Owner agrees that its sole recourse shall be against the architectural firm (including any insurance applicable to that entity), and not the individual architects or other individuals working for that firm. This clause shall apply to any claims sounding in breach of contract, negligence, negligent misrepresentation, or any other claims arising in any way out of the Project or the professional services described herein.

§ 8.1.5 In the event of a dispute arising out of the Project, the responsibility of the Architect and Owner will be determined on the basis of comparative responsibility, regardless of the theory of liability (e.g., breach of contract, negligence, warranty, fraud, breach of fiduciary duty, negligent misrepresentation, or any other cause of action).

§ 8.1.6 If the Owner authorizes deviations, recorded or unrecorded, from the Instruments of Service prepared by the Architect or its consultants, the Owner shall to the extent permitted under Texas law, indemnify and hold harmless the Architect, the Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting in whole or in part from such deviations.

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§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of ~~60~~sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

...

Arbitration pursuant to Section 8.3 of this Agreement in Hays County, Texas

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§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration. Arbitration shall occur in San Antonio, Texas, unless otherwise agreed by the parties.

...

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven (7) days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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§ 9.3 If the Owner suspends the Project for more than ~~90~~ninety (90) cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven (7) days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven (7) days' written notice to the Architect for the Owner's convenience and without cause.

...

\$10,000

...

50% of the Architect's Fee remaining at the time of termination

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§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least ~~14~~fourteen (14) days prior to the requested dates of execution. If the

Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least ~~14~~ fourteen (14) days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 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 Owner or Architect. The Architect's services are being performed solely for the Owner's benefit, and no individual or entity shall have any claims against the Architect arising out of the performance or non-performance of the services described in this Agreement.

...

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional ~~materials~~ materials, including submissions for awards programs. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner rightfully terminates this Agreement for cause pursuant to Section 9.4.

...

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after ~~7~~ seven (7) days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the ~~fullest~~ fullest extent permitted by under Texas law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 In any litigation or arbitration between the Owner and Architect related to the Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation or arbitration as recoverable under applicable law. For purposes of this provision, the "prevailing party" shall be the party who obtains a finding from the court or arbitrator at the time final judgment is entered that the opposing party materially breached the Agreement. If both parties obtain such a finding, then neither shall be deemed a prevailing party for purposes of this provision, regardless of whether one party is required to pay an amount to satisfy a judgment to the other.

§ 10.11 **Independent Contractor.** The Owner and Architect understand, acknowledge, and agree that the Architect shall be acting as an independent contractor at all times during the performance of this Agreement and no provision or obligation – express or implied – in this Agreement shall create an employment, agency, or fiduciary relationship between Owner and Architect.

§ 10.12 If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Architect are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Architect may call for renegotiation of appropriate portions of this Agreement. The Architect shall notify the Owner of the changed conditions necessitating renegotiation, and the Architect and the Owner shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement for convenience.

**§ 10.13** The parties acknowledge that this Agreement has been freely negotiated, is the product of arms-length negotiations, has not been entered into under threat or duress, and is not a contract of adhesion, and each party and its counsel (if applicable) have reviewed this Agreement. The parties hereby agree that the normal rule of contract construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any attachments or exhibits hereto.

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See Fee Matrix attached as Exhibit B.

...

~~( )~~ % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6. Not applicable.

...

Not applicable.

...

Supplemental Services will be billed at the Hourly Rates defined in Article 11.7 or on an agreed upon rate as required by the type of services rendered.

...

Additional Services will be billed at the hourly rates defined in Article 11.7.

**§ 11.4** Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ~~percent ( )~~, five percent (5%), or as follows:

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Discovery	\$58,840 – six	percent (	<u>6</u>	)
Schematic Design Phase	\$126,270 - thirteen	percent (	<u>13</u>	)
Design Development Phase	\$179,945 - nineteen	percent (	<u>19</u>	)
Construction Documents Phase	\$216,310 – twenty-three	percent (	<u>23</u>	)
Procurement	\$19,200 -two	percent (	<u>2</u>	)
Phase Bidding/Permitting				
Construction Phase	\$252,975 – twenty-six	percent (	<u>26</u>	)
LEED	\$66,000 – seven	percent (	<u>7</u>	)
TECQ	\$10,000 – one	percent (	<u>1</u>	)
Site Plan Processing	\$18,000 – two	percent (	<u>2</u>	)
One Water	\$3,200 – zero	percent (	<u>0</u>	)
Grinder Pump/Lift Station	\$10,000 - one	percent (	<u>1</u>	)
Total Basic Compensation	\$960,740 – one hundred	percent (	<u>100</u>	)

**§ 11.6** When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. ~~Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to~~ In no event will the Architect be required to refund any compensation paid in previous progress payments when the Owner's budget for the Cost of the Work decreases.

...

**§ 11.7** The hourly billing rates for services of the Architect ~~and the Architect's consultants~~ are set forth below. The rates shall be adjusted in accordance with the Architect's ~~and Architect's consultants'~~ normal review practices.

<u>Principal</u>	<u>\$540 / hour</u>
<u>Partner 1</u>	<u>\$440 / hour</u>
<u>Partner 2</u>	<u>\$380 / hour</u>
<u>Director of Design Performance</u>	<u>\$320 / hour</u>
<u>Director of Interiors</u>	<u>\$320 / hour</u>
<u>Director of Urban Design</u>	<u>\$280 / hour</u>
<u>Director of Design Technology</u>	<u>\$280 / hour</u>
<u>Associate Partner 1</u>	<u>\$285 / hour</u>
<u>Associate Partner 2</u>	<u>\$260 / hour</u>
<u>Senior Associate</u>	<u>\$235 / hour</u>
<u>Associate</u>	<u>\$230 / hour</u>
<u>Architect III</u>	<u>\$215 / hour</u>
<u>Designer III</u>	<u>\$215 / hour</u>
<u>Designer III, Interiors</u>	<u>\$215 / hour</u>
<u>Designer III, UD&amp;P</u>	<u>\$215 / hour</u>
<u>Architect II</u>	<u>\$185 / hour</u>
<u>Designer II</u>	<u>\$185 / hour</u>
<u>Designer II, Interiors</u>	<u>\$185 / hour</u>
<u>Designer II, UD&amp;P</u>	<u>\$185 / hour</u>
<u>Architect I</u>	<u>\$165 / hour</u>
<u>Designer I</u>	<u>\$165 / hour</u>
<u>Designer I, Interiors</u>	<u>\$165 / hour</u>
<u>Designer I, UD&amp;P</u>	<u>\$175 / hour</u>
<u>Designer</u>	<u>\$130 / hour</u>
<u>Designer, Interiors</u>	<u>\$130 / hour</u>
<u>Designer, UD&amp;P</u>	<u>\$130 / hour</u>
<u>Design Performance Manager</u>	<u>\$180 / hour</u>
<u>Design Performance Staff</u>	<u>\$160 / hour</u>
<u>Intern</u>	<u>\$ 85 / hour</u>

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§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus five percent ( ~~0~~5%) of the expenses incurred.

§ 11.10.1.1 An initial payment of ~~(\$ )~~ shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice. No initial payment is required for this Project.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero (\$ 0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect’s payments to the Certifying Authority shall be credited to the Owner’s account at the time the expense is incurred.

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§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid ~~(—)~~ thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

~~%~~ 1.5% per month (18% per annum).

...

**§ 11.10.2.4** Within the time for payment to become due, the Owner shall examine the invoice for accuracy and completeness with respect to the performance of services rendered during the invoiced time period. The Owner shall raise any questions or objections which it may have regarding the services performed, the format of or information on the invoice within this period and will pay any undisputed amounts. After such period, the Owner waives any question or objection to the services performed and/or the format of or information on the invoice not previously raised. The Architect shall be entitled to recover all costs, including attorneys' fees, incurred in enforcing any provisions of this Agreement.

...

(Include other terms and conditions applicable to this Agreement.)

**§ 12.1 LIMITATION OF LIABILITY**

TO THE EXTENT PERMITTED UNDER TEXAS LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT TO THE CONTRARY, THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE ARCHITECT AND THE ARCHITECT'S OFFICERS, DIRECTORS, PARTNERS, REPRESENTATIVES, CONSULTANTS AND EMPLOYEES, AND ANY OF THEM, TO THE OWNER AND ANYONE CLAIMING BY, THROUGH OR UNDER THE OWNER AND/OR THE OWNER'S SUCCESSORS OR ASSIGNS, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEYS' FEES, EXPERT WITNESS FEES, AND ANY OTHER CLAIMS OR EXPENSES RESULTING FROM OR IN ANY WAY RELATED TO THE PROJECT OR THIS AGREEMENT FROM ANY CAUSE OR CAUSES, SHALL NOT EXCEED THE TOTAL COMPENSATION ACTUALLY RECEIVED BY THE ARCHITECT FROM THE OWNER UNDER THIS AGREEMENT. IT IS INTENDED THAT THIS LIMITATION APPLY TO ANY AND ALL LIABILITY OR CAUSES OF ACTION HOWEVER ALLEGED OR ARISING, UNLESS OTHERWISE PROHIBITED BY LAW. THE OWNER AND ARCHITECT AGREE THAT THIS PROVISION SETS AN UPPER LIMIT TO THE AMOUNT OF DAMAGES, IF ANY, THAT THE OWNER MAY RECOVER BY WAY OF ANY AND ALL CLAIMS AND CAUSES OF ACTION.

**§ 12.2 DISCLAIMER OF WARRANTIES**

OTHER THAN PERFORMING ITS SERVICES PURSUANT TO THE STANDARD OF CARE, ARCHITECT MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ITS PERFORMANCE HEREUNDER, WHETHER EXPRESS OR IMPLIED. OWNER ACKNOWLEDGES AND AGREES THAT, NEITHER ARCHITECT, NOR ANY OF ITS AFFILIATES, SHAREHOLDERS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES, NOR ANY PERSON PURPORTING TO REPRESENT ANY OF THE FOREGOING, HAVE MADE ANY REPRESENTATION, WARRANTY, GUARANTY, PROMISE, PROJECTION OR PREDICTION WHATSOEVER WITH RESPECT TO THE SERVICES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR REPRESENTATION (1) OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (2) THE CONDITION, SAFETY, QUANTITY, QUALITY, USE, OCCUPANCY OR OPERATION OF THE PROJECT; (3) THE COMPLIANCE OF THE PROJECT OR THE BUSINESS WITH ANY ZONING REQUIREMENTS, BUILDING CODES OR OTHER APPLICABLE LAW, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT OF 1990 AND SUBSEQUENT AMENDMENTS; (4) THE ACCURACY OF ANY ENVIRONMENTAL REPORTS OR OTHER DATA OR INFORMATION SET FORTH IN DOCUMENTS AND/OR MATERIALS PROVIDED TO OWNER WHICH WERE PREPARED FOR OR ON BEHALF OF ARCHITECT; OR (5) ANY OTHER MATTER RELATING TO ARCHITECT, THE PROJECT OR THE USE OF THE PROJECT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

**§ 12.3 DEFEND, INDEMNIFY AND HOLD HARMLESS**

TO THE EXTENT PERMITTED UNDER TEXAS LAW, THE OWNER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE ARCHITECT, AND ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND CONSULTANTS, FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, JUDGMENTS, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES AND EXPERT WITNESS FEES (COLLECTIVELY, "LOSSES"), THAT ARISE OUT OF,

RELATE TO, OR RESULT FROM THE WILLFUL MISCONDUCT, BREACH OF CONTRACT, NEGLIGENCE, INTENTIONAL ACTS, ERRORS OR OMISSIONS OF THE OWNER OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND/OR CONSULTANTS (COLLECTIVELY REFERRED TO IN THIS SECTION 12.3 AS "OWNER"). THE OWNER'S OBLIGATIONS UNDER THIS SECTION SHALL ARISE REGARDLESS OF WHETHER OR NOT LOSSES ARE CAUSED IN PART BY THE CONCURRENT OR PARTIAL NEGLIGENCE OF ARCHITECT; PROVIDED, HOWEVER, THE OWNER SHALL BE LIABLE TO THE ARCHITECT FOR LOSSES INCURRED BY ARCHITECT ONLY TO THE EXTENT SUCH LOSSES ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR OTHER FAULT OF OWNER. OWNER SHALL NOT BE OBLIGATED TO RELEASE, INDEMNIFY OR HOLD HARMLESS ARCHITECT FROM AND AGAINST ANY CLAIMS TO THE EXTENT THEY RESULT FROM THE WILLFUL MISCONDUCT, BREACH OF CONTRACT, NEGLIGENCE, INTENTIONAL ACTS, ERRORS OR OMISSIONS OF THE ARCHITECT.

**§ 12.4** The Texas Board of Architectural Examiners (P.O. Box 12337, Austin, Texas 78711) has jurisdiction over complaints regarding the professional practice of persons registered as Architects in Texas.

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- 2** Building Information Modeling Exhibit, if completed:LF\_Agreement Re\_electronic Data - Internal (SKL 2-2018), dated as indicated below:  
(Insert the date of the Electronic Data Agreement incorporated into this agreement.)

Not applicable.

...

Not applicable.

Other Exhibits incorporated into this Agreement:

...

Exhibit A - Architect's Proposal – Discovery Scope

Exhibit B - Fee Matrix

Exhibit C – Civil Proposal

Exhibit D – Landscape Proposal

Exhibit E – MEP Proposal

Exhibit F – Specifications Proposal

Exhibit G – Structural Proposal

Exhibit H – Geotech Proposal

Exhibit I – Surveyor Proposal

**PAGE 29**

Not applicable.

...

Jim Chiles, Mayor, City of Wimberley

Tenna Florian, FAIA, LEED AP BD+C, Partner

# Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Tenna Florian, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 18:09:02 on 11/06/2025 under Order No. 20240070750 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Partner

(Title)

November 6, 2025

(Dated)



<b>AGENDA ITEM:</b>	2. Receive an update, discuss and consider possible action regarding the spray field at Blue Hole.
<b>SUBMITTED BY:</b>	Erica Flocke
<b>DATE SUBMITTED:</b>	10/14/2025
<b>MEETING DATE:</b>	November 12, 2025

## AGENDA FORM

### ITEM DESCRIPTION/SUMMARY

Provide feedback and continue discussion on use of spray field at Blue Hole.

### REQUESTED ACTION

### FINANCIAL

### STAFF RECOMMENDATION

### ATTACHMENT/S

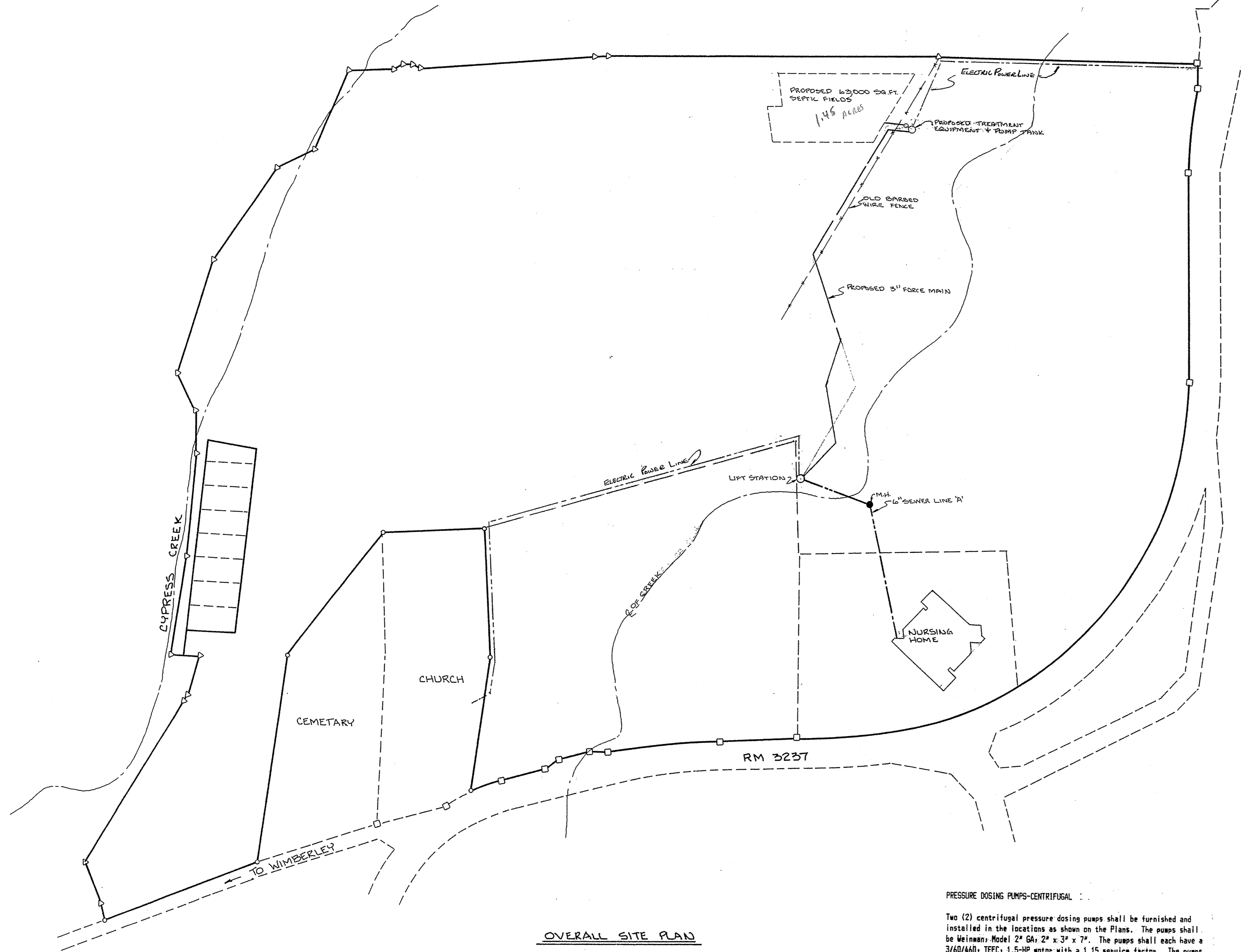
1. Spray Field Photo
2. Spray Field Measurements
3. Blue Hole WWTP plans\_specs asbuilt 123087







SCALE: 1" = 200'



OVERALL SITE PLAN

GENERAL NOTES

- The entire field area shall be seeded and fertilized at the time of construction completion. Seeding shall be with a mixture of Bahia grass, applied at a rate of 15-pounds per acre of pure seed, and Rye grass, applied at a rate of 24-pounds per acre. Fertilizer shall have an analysis of at least 13-13-13, and shall be applied at a rate of 450-pounds per acre. The planted site shall be irrigated and sprinkled in a manner that will not erode the topsoil at maximum 10-day intervals during the first month after planting, at a rate sufficient to soak the soil to a depth of 6-inches. Rainfall occurrences of 1/2" or greater at the site shall postpone the watering schedule for 10-days. The Contractor shall include the cost for all this work in his bid.
- The PVC gravity sewer shall be constructed of SDR 35 PVC pipe, gasketed joint pipe conforming to ASTM D3034, latest revision. The sewer force main shall be Class 160 PVC pipe meeting the requirements of ASTM 1784-601 and ASTM D-2241-64T. The force main piping shall have ductile iron mechanical joint fittings with retainer glands. No glue joint pipe may be used for either of these two applications. The piping downstream of the pressure dosing pumps shall be Schedule 40 PVC pipe. All pipe joints shall be thoroughly cleaned with pipe joint cleaner and the proper type of joint solvent recommended by the pipe manufacturer for use with their pipe shall be used to join all pipes.
- The contractor shall submit six (6) copies of descriptive data along with manufacturer's specifications and installation requirements on all materials and equipment to be installed on this project including, but not limited to: Gravity sewer pipe; lift station structure; lift station pumps and motors; lift station controls; alarm system; fencing; force main sewer pipe; treatment equipment; concrete; dosing pumps; field piping; and all materials and equipment proposed to be used on the project including miscellaneous valves, fittings and pipe joining materials.
- The contractor shall grade and level all topsoil over the proposed fields so that the bed has an even slope from high to low side, with no dips or holes that will detain run-off from stormwater on the bed or allow any ponding or puddling of the rainwater or of water used for irrigation on the field to establish grass.
- The contractor shall be responsible for obtaining all local permits and licenses for construction, and for any inspections required by local or county officials. The cost for this shall be included in his bid for the project.
- Prior to beginning construction, a preconstruction meeting with the General Contractor, Owner and Engineer shall take place on-site, and at that time a construction schedule shall be delivered to the Engineer, and the Engineer shall advise the Contractor of the points or items that will need to be inspected and approved prior to proceeding with the next phase of construction. The Contractor shall then be responsible for notifying the Engineer at least three (3) days prior to completion of the items so that the Engineer may schedule an inspection.
- Gravel used in the field shall be washed river gravel, with an effective size of 3/4" to 1" range. Topsoil shall be sandy loam and shall not contain any clay materials. Topsoil shall be free of trash, sticks, rocks and other foreign materials.

PRESSURE DOSING PUMPS-CENTRIFUGAL

Two (2) centrifugal pressure dosing pumps shall be furnished and installed in the locations as shown on the Plans. The pumps shall be Weirless Model 2" SA 2" x 3" x 7". The pumps shall each have a 3/40/4450, TEFC, 1.5-HP motor with a 1.15 service factor. The pumps shall be close coupled to the motors. The pump shall have a rated capacity of 100-gpm at 25-feet TDH. The pump shall be capable of supplying 50-gpm at 29-feet TDH.

To insure cavity free operation, each pump's NPSH requirement must be low enough to permit stable, continuous operation at 120% or greater of best efficiency point.

Each pump shall be capable of continuous operation without producing noise in excess of Hydraulic Institute and OSHA guidelines. The pump casing shall be close grain cast iron with replaceable bronze case wear ring. Pumps with a specific speed greater than 1,600 shall have double volute casings with suction splitter to reduce radial loading and shaft deflection. All pumps shall be of the back pull-out design so that the rotating element can be removed without disconnecting the suction or discharge piping.

The pump impeller shall be the enclosed type made of cast iron and shall be dynamically balanced. Impeller diameter shall be trimmed for the specified design conditions.

The entire pump shall be mounted on a cast iron drip rim base using cap screws. Pumps shall not be secured with floor studs.

A combination air/vacuum release valve shall be placed on the downstream side of the pump; downstream of all other pump discharge valves to act as a siphon breaker to prevent water from siphoning from the wet well into the field beds when the pump is off. This valve shall be a 1" APCO Model 143C, or Engineer approved equal. The valve shall be complete with valve manufacturer's standard valve vault and cover, and shall be installed in exact accordance with the manufacturer's recommendations to serve the specified function.

BED NO.	PIPE NO.	ELEV. FT.	CHANGE FT.	PRESSURE HEAD	HOLE SIZE	FLOW RATE	PIPE LG.	NO. HOLES	FLOW GAL./LINE /FT.
1	1	906.0	1.5	5.0	1/8 0.41	120	24	9.8	0.082
	2	906.0	1.5	5.0	1/8 0.41	120	25	10.2	0.085
	3	906.0	1.5	5.0	1/8 0.41	120	24	9.8	0.082
	4	906.0	1.5	5.0	1/8 0.41	120	25	10.2	0.085
	5	906.5	1.0	4.5	1/8 0.39	120	25	9.8	0.081
	6	907.0	0.5	4.0	1/8 0.37	120	26	10.0	0.083
	7	907.0	0.5	4.0	1/8 0.37	120	27	10.0	0.083
	8	907.0	0.5	4.0	1/8 0.37	120	27	10.0	0.083
	9	907.0	0.5	4.0	1/8 0.37	120	27	10.0	0.083
	10	907.5	0.0	3.5	1/8 0.345	120	29	10.0	0.083

GPM = 100 GPM  
0.083 GPM/FT  
110 LF 2" 4.4  
93 LF 3" 1.9  
50 LF 1.5" 0.2  
TOTAL 6.8 FT.

FH = 26.8  
PH = 3.5  
EH = (2.0)  
TOH = 9.7

2	1	904.5	1.5	5.0	1/8 0.41	120	24	9.84	0.082
	2	904.5	1.5	5.0	1/8 0.39	120	26	10.1	0.084
	3	905.0	1.0	4.5	1/8 0.39	120	26	10.1	0.084
	4	905.0	1.0	4.5	1/8 0.39	120	26	10.1	0.084
	5	905.0	1.0	4.5	1/8 0.39	120	26	10.1	0.084
	6	905.5	0.5	4.0	1/8 0.37	120	27	10.0	0.083
	7	905.5	0.5	4.0	1/8 0.37	120	27	10.0	0.083
	8	905.5	0.5	4.0	1/8 0.37	120	27	10.0	0.083
	9	906.0	0.0	3.5	1/8 0.345	120	29	10.0	0.083
	10	906.0	0.0	3.5	1/8 0.345	120	29	10.0	0.083

GPM = 100 GPM  
0.083 GPM/FT  
255 LF 3" 5.3  
110 LF 2" 4.4  
30 LF 1.5" 0.2  
TOTAL 9.9

FH = 11.9  
PH = 4.0  
EH = 3.5  
TOH = 12.4

3	1	906.5	1.5	5.0	1/8 0.41	100	20	8.2	0.082
	2	906.5	1.5	5.0	1/8 0.41	100	21	8.6	0.084
	3	906.5	1.5	5.0	1/8 0.41	100	20	8.2	0.082
	4	907.0	1.0	4.5	1/8 0.39	100	21	8.2	0.082
	5	907.0	1.0	4.5	1/8 0.39	100	22	8.6	0.084
	6	907.0	1.0	4.5	1/8 0.39	100	21	8.2	0.082
	7	907.5	0.5	4.0	1/8 0.37	100	22	8.1	0.081
	8	907.5	0.5	4.0	1/8 0.37	100	22	8.1	0.081
	9	907.5	0.5	4.0	1/8 0.37	100	23	8.5	0.085
	10	908.0	0.0	3.5	1/8 0.345	100	24	8.3	0.083
	11	908.0	0.0	3.5	1/8 0.345	100	24	8.3	0.083
	12	908.0	0.0	3.5	1/8 0.345	100	24	8.3	0.083

GPM = 100 GPM  
0.083 GPM/FT  
300 LF 3" 6.3  
110 LF 2" 4.4  
30 LF 1.5" 0.2  
TOTAL 10.9 FT.

FH = 13.1  
PH = 3.5  
EH = (4.3)  
TOH = 12.3

4	1	906.5	1.5	5.0	1/8 0.41	100	20	8.2	0.082
	2	906.5	1.5	5.0	1/8 0.41	100	21	8.6	0.084
	3	906.5	1.5	5.0	1/8 0.41	100	20	8.2	0.082
	4	907.0	1.0	4.5	1/8 0.39	100	21	8.2	0.082
	5	907.0	1.0	4.5	1/8 0.39	100	22	8.6	0.084
	6	907.0	1.0	4.5	1/8 0.39	100	21	8.2	0.082
	7	907.5	0.5	4.0	1/8 0.37	100	22	8.1	0.081
	8	907.5	0.5	4.0	1/8 0.37	100	23	8.5	0.085
	9	907.5	0.5	4.0	1/8 0.37	100	22	8.1	0.081
	10	908.0	0.0	3.5	1/8 0.345	100	24	8.3	0.083
	11	908.0	0.0	3.5	1/8 0.345	100	24	8.3	0.083
	12	908.0	0.0	3.5	1/8 0.345	100	24	8.3	0.083

GPM = 100 GPM  
0.083 GPM/FT  
360 LF 3" 7.5  
110 LF 2" 4.4  
30 LF 1.5" 0.2  
TOTAL 12.1 FT.

FH = 14.5  
PH = 3.5  
EH = (4)  
TOH = 12.5

5	1	906.0	2.0	5.0	1/8 0.41	100	20	8.2	0.082
	2	906.5	1.5	4.5	1/8 0.39	100	21	8.2	0.082
	3	906.5	1.5	4.5	1/8 0.39	100	22	8.6	0.084
	4	906.5	1.5	4.5	1/8 0.39	100	21	8.2	0.082
	5	907.0	1.0	4.0	1/8 0.37	100	23	8.5	0.085
	6	907.0	1.0	4.0	1/8 0.37	100	23	8.5	0.085
	7	907.0	1.0	4.0	1/8 0.37	100	23	8.5	0.085
	8	907.5	0.5	3.5	1/8 0.345	100	24	8.3	0.083
	9	907.5	0.5	3.5	1/8 0.345	100	24	8.3	0.083
	10	908.0	0.0	3.0	1/8 0.32	100	26	8.3	0.083
	11	908.0	0.0	3.0	1/8 0.32	100	26	8.3	0.083
	12	908.0	0.0	3.0	1/8 0.32	100	26	8.3	0.083

GPM = 100 GPM  
0.083 GPM/FT  
420 LF 3" 8.8  
110 LF 2" 4.4  
30 LF 1.5" 0.2  
TOTAL 13.4 FT.

FH = 16.1  
PH = 4.0  
EH = (7.5)  
TOH = 12.6

6	1	908.5	1.5	5.0	1/8 0.41	120	24	9.8	0.082
	2	908.5	1.5	5.0	1/8 0.41	120	25	10.2	0.085
	3	908.5	1.5	5.0	1/8 0.41	120	24	9.8	0.082
	4	909.0	1.0	4.5	1/8 0.39	120	26	10.1	0.085
	5	909.0	1.0	4.5	1/8 0.39	120	26	10.1	0.085
	6	909.5	0.5	4.0	1/8 0.37	120	27	10.0	0.083
	7	909.5	0.5	4.0	1/8 0.37	120	27	10.0	0.083
	8	909.5	0.5	4.0	1/8 0.37	120	27	10.0	0.083
	9	910.0	0.0	3.5	1/8 0.345	120	29	10.0	0.083
	10	910.0	0.0	3.5	1/8 0.345	120	29	10.0	0.083

GPM = 100 GPM  
0.083 GPM/FT  
362 LF 3" 7.6  
113 LF 2" 4.5  
30 LF 1.5" 0.2  
TOTAL 12.3

FH = 14.8  
PH = 4.0  
EH = (6.5)  
TOH = 12.3

7	1	908.0	2.5	5.0	1/8 0.41	120	24	9.8	0.082
	2	908.5	2.0	4.5	1/8 0.39	120	26	10.1	0.085
	3	909.0	1.5	4.0	1/8 0.37	120	27	10.0	0.083
	4	909.0	1.5	4.0	1/8 0.37	120	27	10.0	0.083
	5	909.5	1.0	3.5	1/8 0.345	120	29	10.0	0.083
	6	909.5	1.0	3.5	1/8 0.345	120	29	10.0	0.083
	7	910.0	0.5	3.0	1/8 0.32	120	31	9.9	0.083
	8	910.0	0.5	3.0	1/8 0.32	120	31	9.9	0.083
	9	910.0	0.5	3.0	1/8 0.32	120	31	9.9	0.083
	10	910.5	0.0	2.5	1/8 0.29	120	35	10.2	0.085

GPM = 100 GPM  
0.083 GPM/FT  
292 LF 3" 6.1  
113 LF 2" 4.5  
30 LF 1.5" 0.2  
TOTAL 10.8 FT.

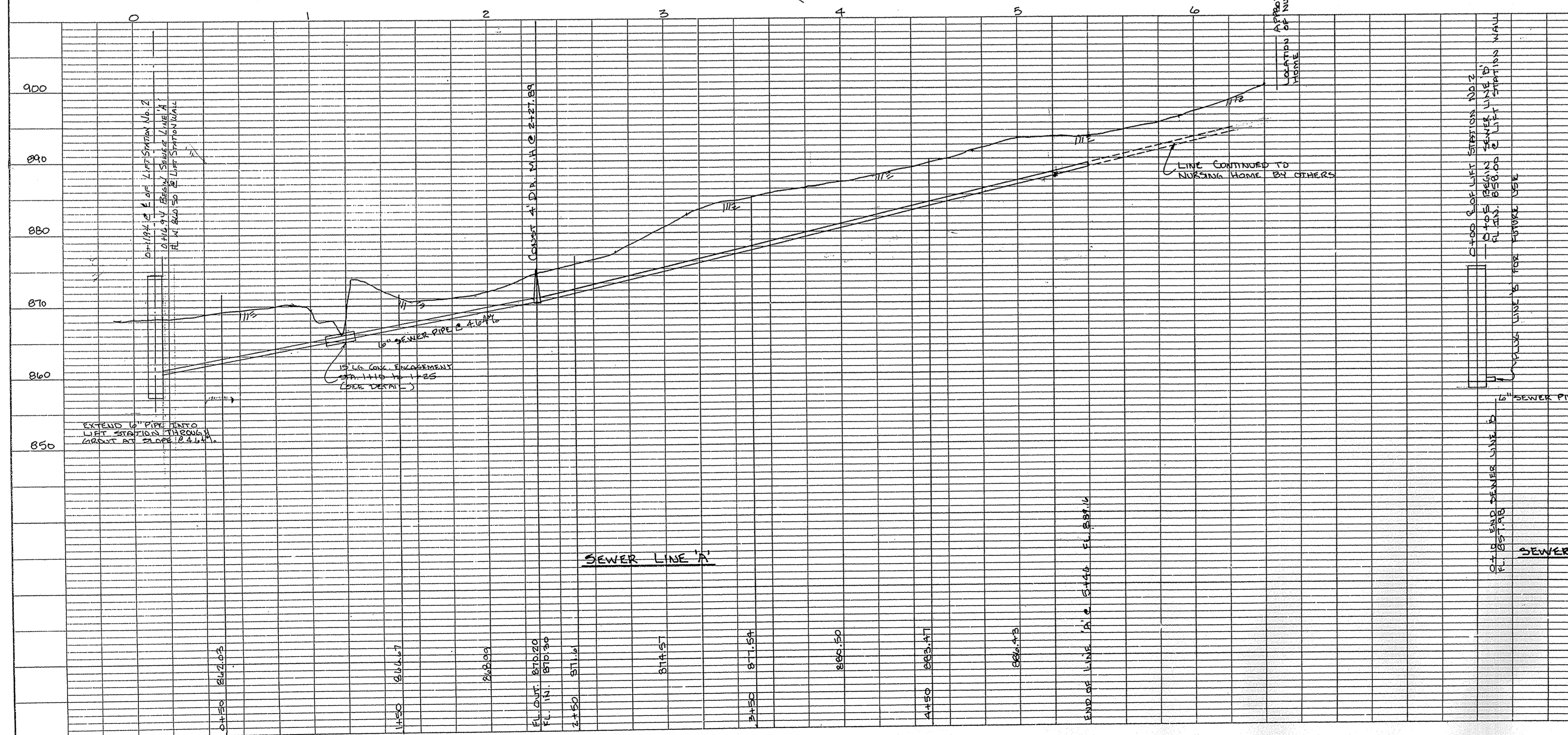
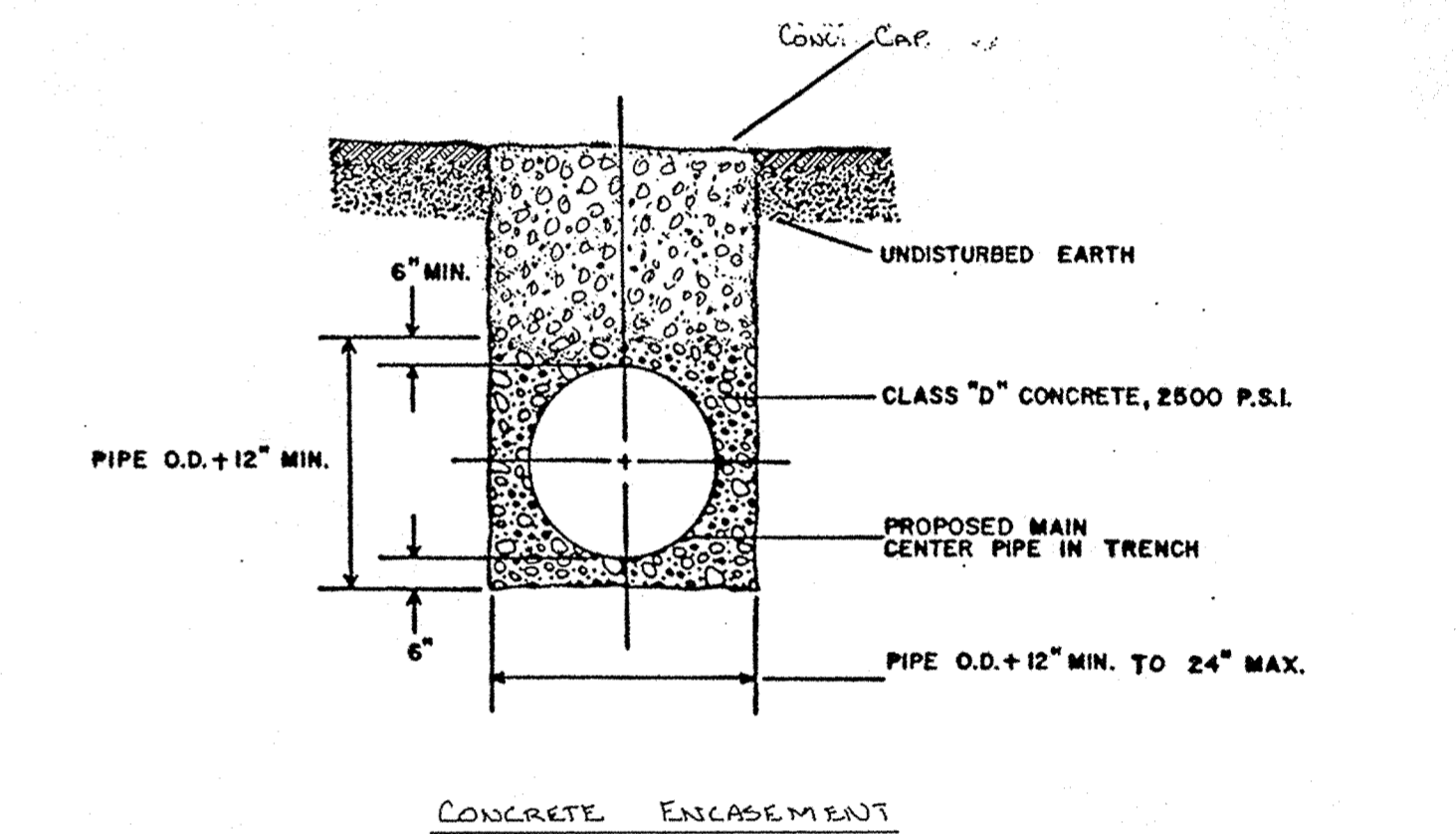
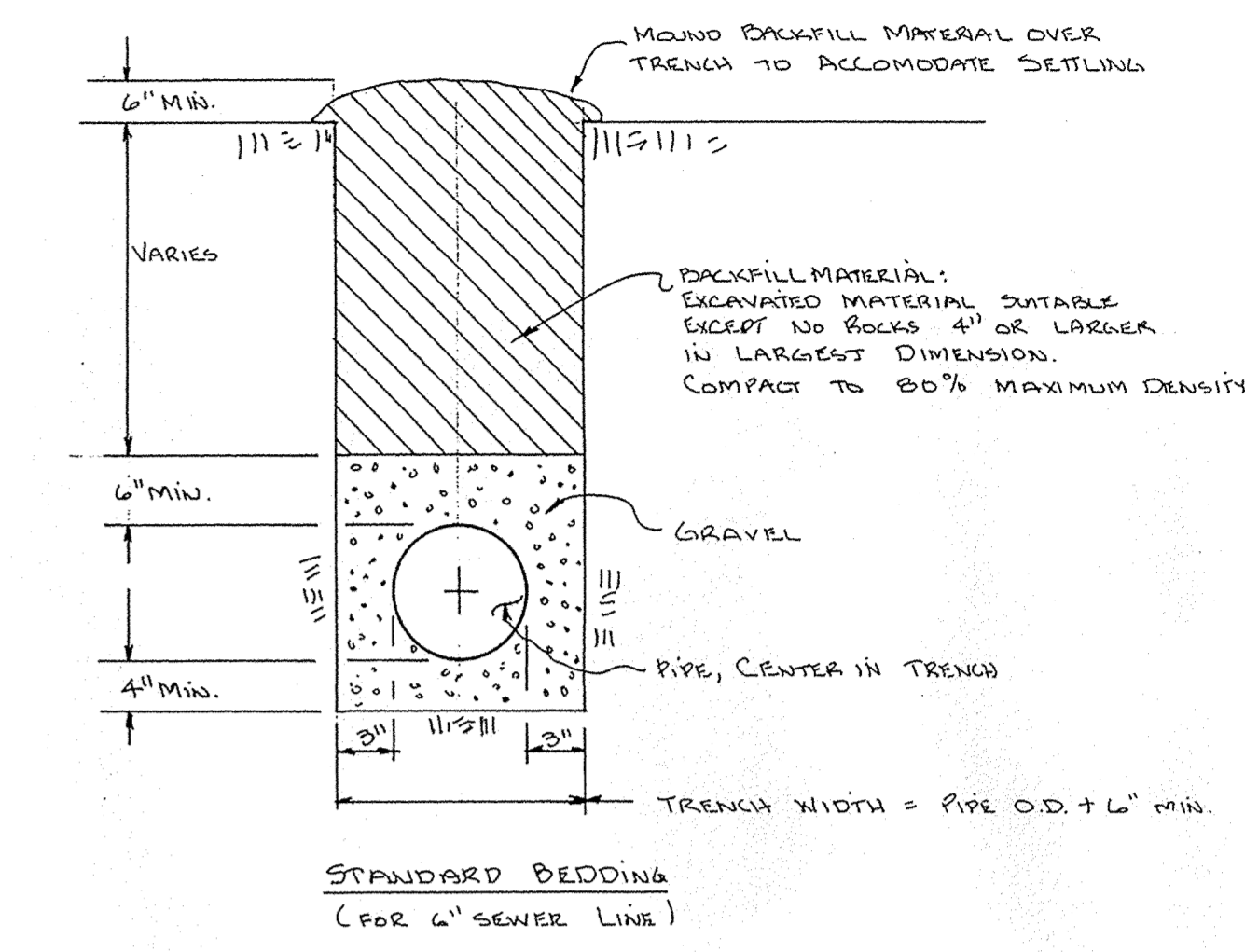
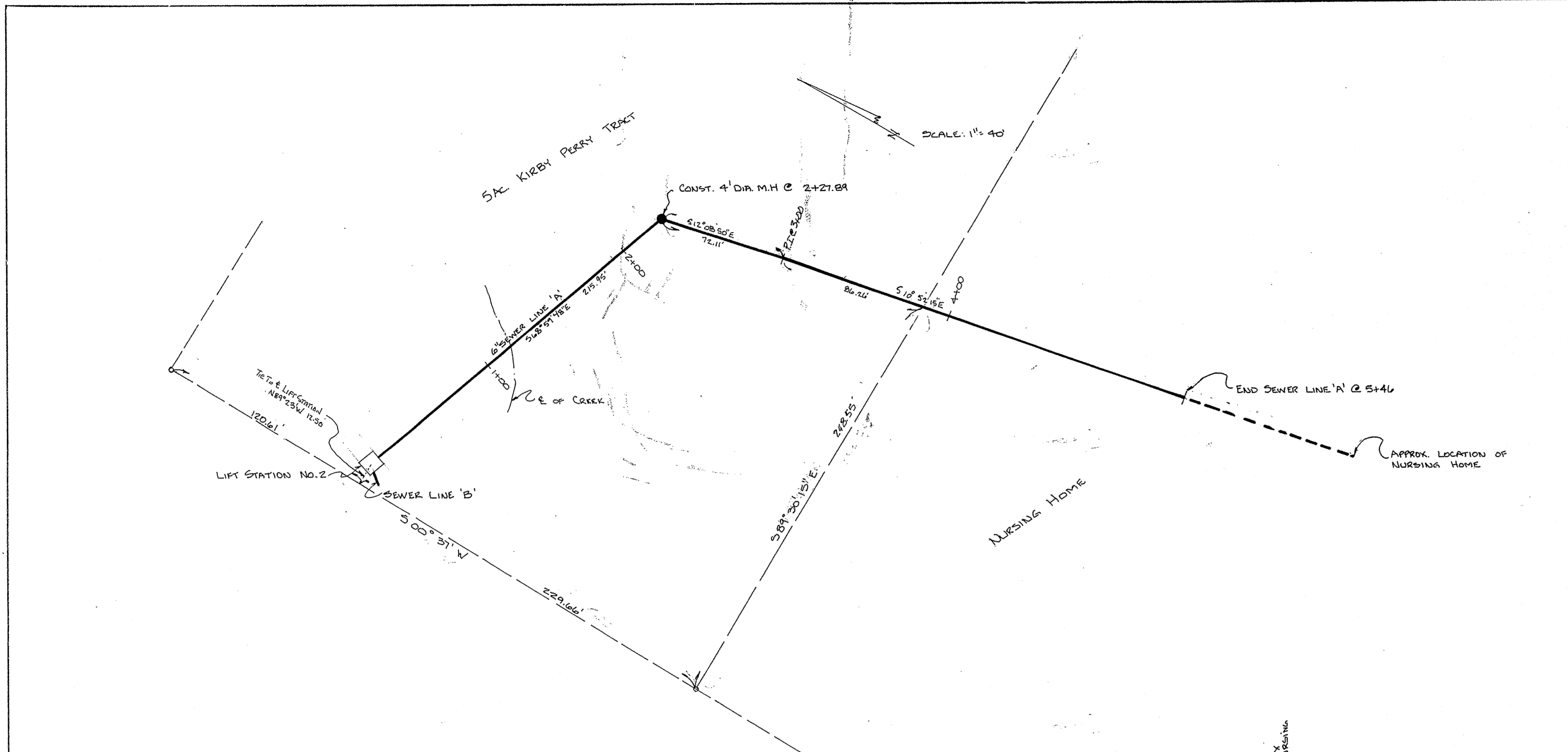
FH = 13.0  
PH = 3.0  
EH = (4.5)  
TOH = 11.5

8	1	910.0	2.0	5.0	1/8 0.41	100	20	8.2	0.082
	2	910.5	1.5	4.5	1/8 0.39	100	20	8.2	0.082
	3	910.5	1.5	4.5	1/8 0.39	100	20	8.2	0.082
	4	910.5	1.5	4.5	1/8 0.39	125	27	10.5	0.088
	5	911.0	1.0	4.0	1/8 0.37	120	27	10.5	0.088
	6	911.0	1.0	4.0	1/8 0.37	115	26	9.6	0.084
	7	911.0	1.0	4.0	1/8 0.37	105	24	8.9	0.084
	8	911.5	0.5	3.5	1/8 0.345	85	23	7.9	0.084
	9	911.5	0.5	3.5	1/8 0.345	85	20	6.9	0.081
	10	911.5	0.5	3.5	1/8 0.345	75	18	4.2	0.083
	11	912.0	0.0	3.0	1/8 0.32	70	16	5.8	0.082
	12	912.0	0.0	3.0	1/8 0.32	60	16	5.1	0.085
	13	912.0	0.0	3.0	1/8 0.32	50	13	4.2	0.083

GPM = 100 GPM  
0.083 GPM/FT  
222 LF 3" 4.6  
113 LF 2" 4.5  
30 LF 1.5"

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
 SURVEYED: \_\_\_\_\_  
 PLAN PRINTED: \_\_\_\_\_  
 NOTE BOOK NO. \_\_\_\_\_  
 RT OF WAY CHECKED: \_\_\_\_\_  
 NO. \_\_\_\_\_

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
 SURVEYED: \_\_\_\_\_  
 PROFILE PRINTED: \_\_\_\_\_  
 NOTE BOOK NO. \_\_\_\_\_  
 STRUCTURE NOTATIONS CHECKED: \_\_\_\_\_  
 NO. \_\_\_\_\_



DESIGNED BY: \_\_\_\_\_ SCALE: \_\_\_\_\_  
 DRAWN BY: \_\_\_\_\_ CHECKED BY: \_\_\_\_\_

**BLUE HOLE RECREATIONAL WASTEWATER IMPROVEMENT PROJECT**

**SEWER LINE 'A'**

**C. DARRYL PRIMEAL**  
 5355 BEE CAVE RD., SUITE 100  
 AUSTIN, TEXAS 78746

11-2-87  
 REVISED

**LIFT STATION PUMPS**

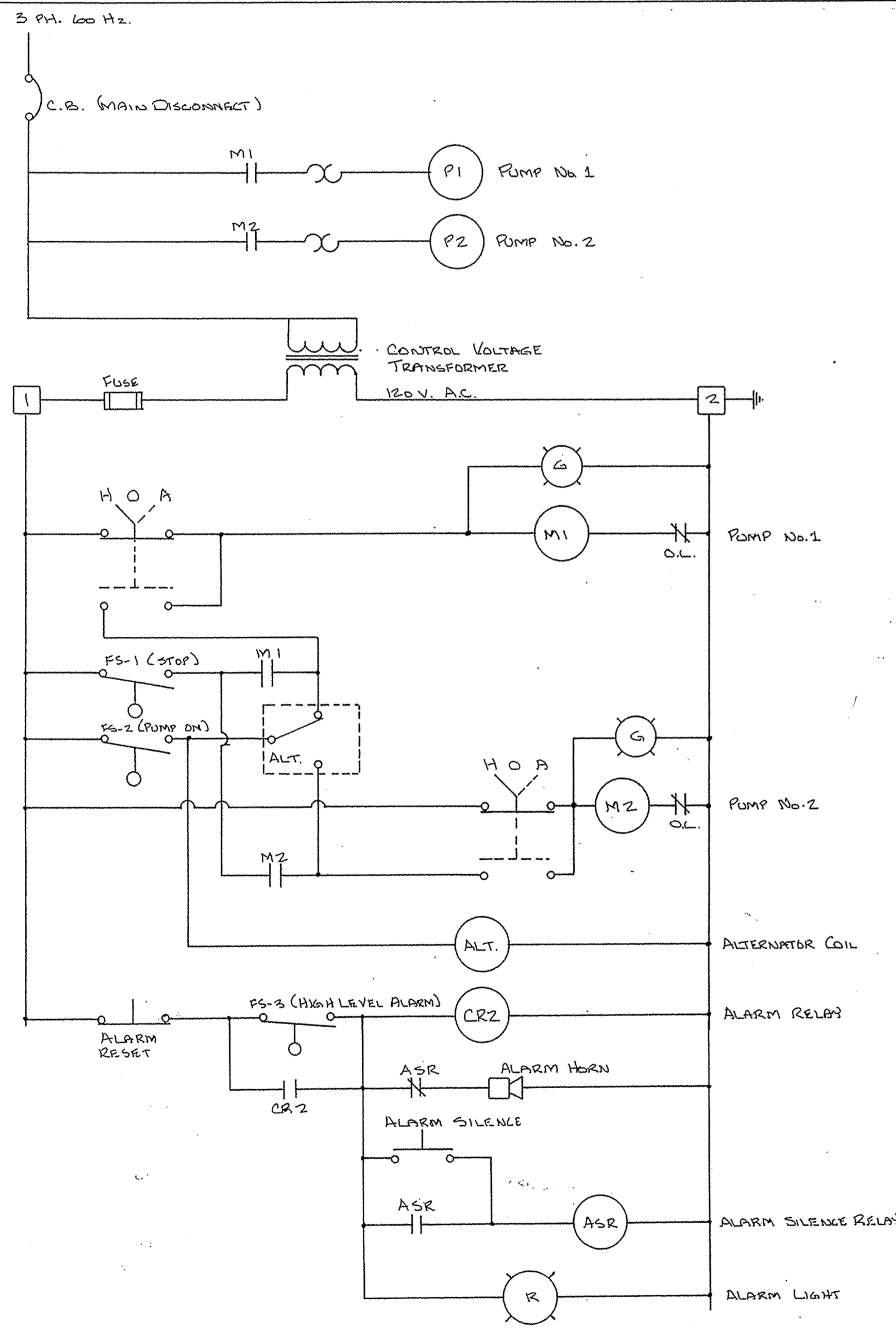
The lift station will be furnished with three (3) wet pit type Submersible grinder pumps, equal to Myers, Model W30H. The pumps will have a 2" discharge, and a 3-phase, 60-hertz, 460-volt, 3/600 RPM, minimum 3-HP motor. The pumps shall have the following capacities:

	POINT 1		POINT 2	
Location	GPM	TDM (ft.)	GPM	TDM (ft.)
Lift Station No. 1	45	80.0	30	90.0

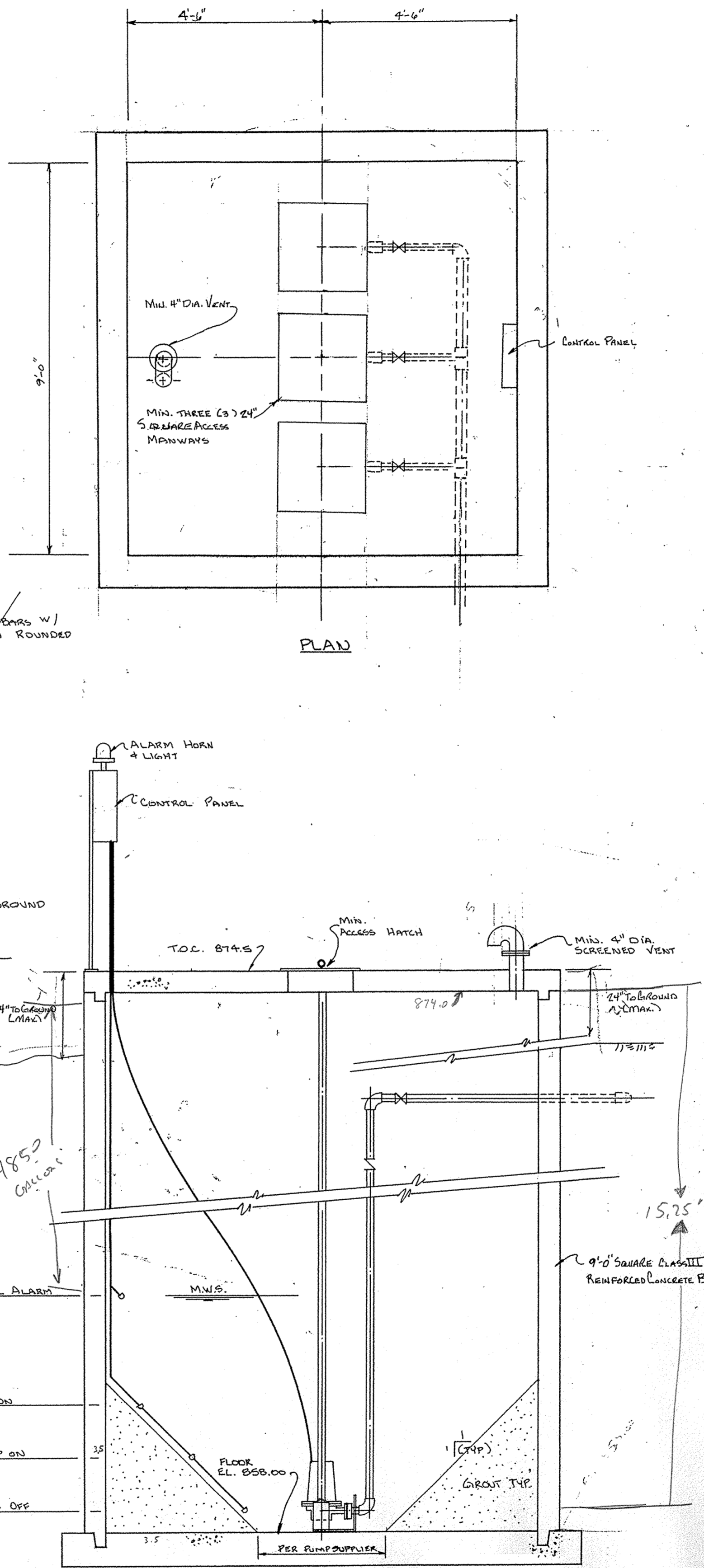
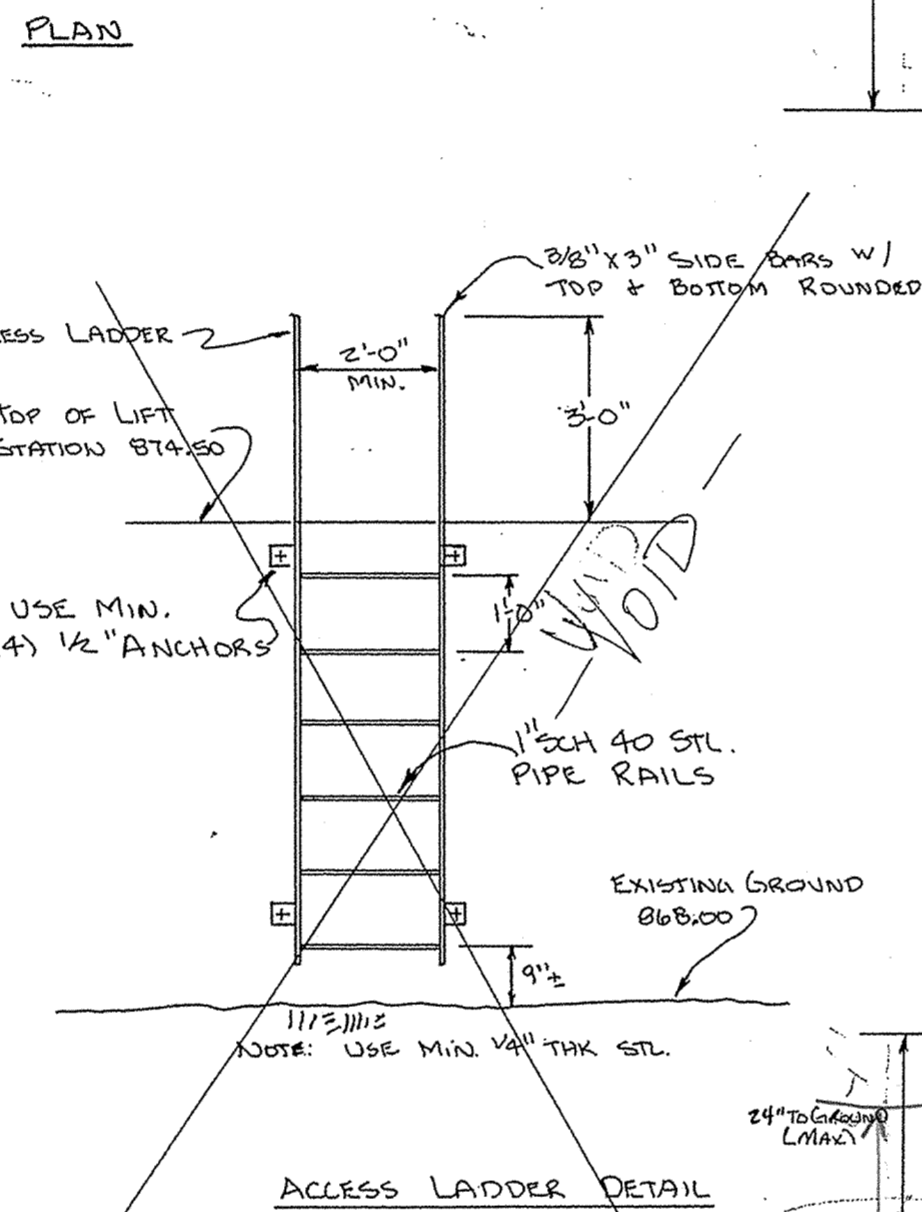
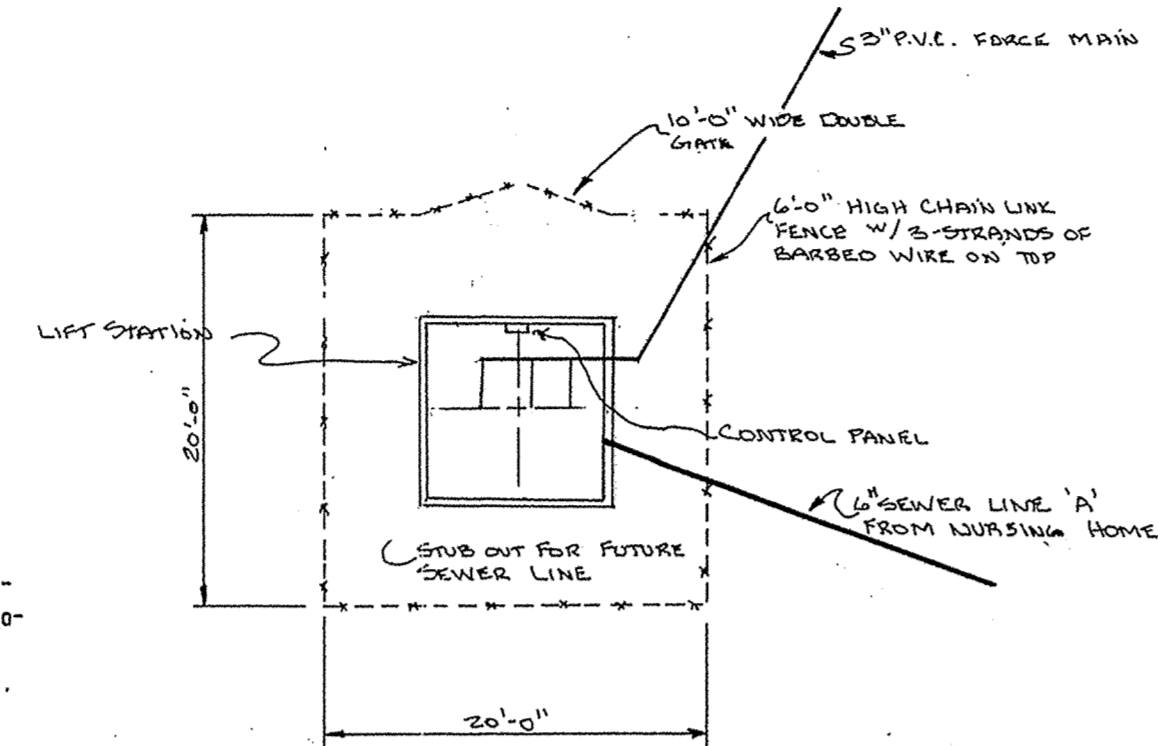
The pumps shall conform to the following specifications:

- Materials:
- Casing- Cast iron
  - Impeller- Tin bronze
  - Grinder Impeller- High-chrome cast iron HRC 60
  - Grinder Disc- High-chrome cast iron HRC 60
  - Shaft- 420 stainless steel
  - Motor Frame- Cast iron
  - Fasteners- 304 stainless steel
  - Seal: Double, mechanical type
  - Seal Material: Upper Side- Silicone Carbide/Silicone Carbide  
Lower Side- Silicone Carbide/Silicone Carbide
  - Impeller type- Vortex impeller
  - Bearing: Upper Side- Pre-lubricated ball bearing  
Lower Side- Angular contact ball bearing
  - Motor: 3-phase, 60-hertz, 460-volts
  - Motor Protection- Built-in overload protection
  - Cable: Furnish with minimum 33-foot submersible cable.

Each pump shall have a base mounting plate with quick-disconnect discharge elbow, pump mounting bracket, guide rails and rail supports. A stainless steel cable of adequate strength shall be provided from the pump to the top of the operating floor of the wet well for the purpose of raising and lowering the pumping unit(s).



**TREATMENT PLANT CONTROL PANEL**  
CONTROLS TO BE IN A NEMA 3R ENCLOSURE

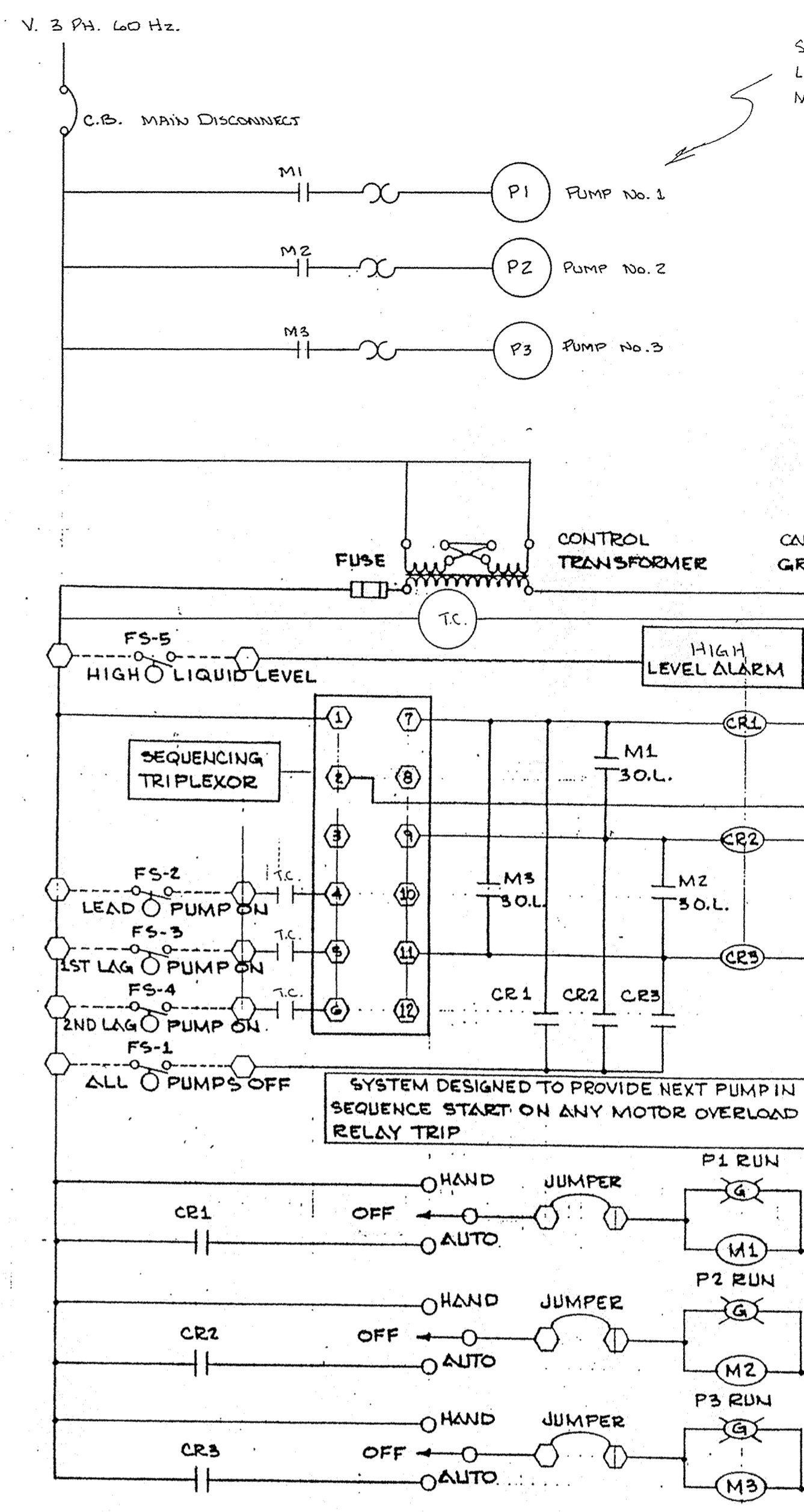


**LIFT STATION** (SEE PLAN VIEW FOR TRUE ORIENTATION)  
NOTE: FOR PUMP CONTROLS + MONITOR SEE SPEC.  
SHEET NO. 1

NOTE: HIGH LEVEL ALARM FLOAT SWITCH TO BE USED AS FLOAT SWITCH #4 ALSO (2ND LAG PUMP ON)

SLABS DISPLACE = 815 GALLONS  
9240 - 815 = 8425 GALLONS TOTAL VOLUME  
- 4850 GAL. ABOVE HIGH LEVEL ALARM  
4390  
- 815  
3575 GALLONS TRANS 403/900 @ 13000 GPD

CAPACITY (VOLUME) OF LIFT STATION 9,240 GALLONS  
874.0  
858.75  
15.25 X 9 X 9 = 1,235.25 cu ft  
X 7.48  
9240 GALLONS



**LIFT STATION STRUCTURE**  
The lift station shall be constructed to the size and dimensions as shown on the Plans. The lift station shall be 9'-0" square. The floor of the lift station shall be a 10" thick concrete slab, Class 3000 concrete (minimum 6-sacks cement per cubic yard of concrete), with a double layer of steel, placed 2" above the bottom of the slab, and 2" below the top of the slab. The steel shall be minimum number 5 bars at 12" centers, both ways. The lift station walls shall be Class 3, RCP, in sections, to the required depth as shown on the Plans.

The lower section of pipe for the lift station shall be set in place, blocked to the correct elevation with steel chairs or other type of supports, prior to pouring the floor slab, so that the tongue of the pipe is embedded in the floor as shown on the Plans. After the floor has set, a minimum of ten (10) days after it has been poured, the upper pipe joints shall be set in place. Prior to placing each section of pipe, the tongue and groove to be joined shall be thoroughly cleaned and the groove buttered with a layer of cold applied plastic base compound, such as "Raw-Nek", as manufactured by the K.T. Snyder Company, Inc., or equal. The compound shall be applied to the groove and the upper section then shall be placed to form the joint. The joints will be finished smooth and even. Lift holes will be plugged with a non-shrink epoxy grout.

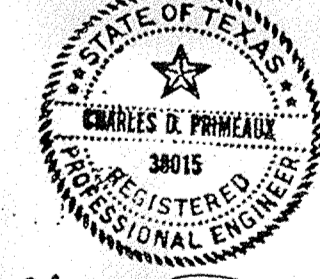
The top of the lift station shall be poured in place over the completed lift station wall structure. All embedment items, including the vents, access manholes, control conduits, etc., shall be placed in the form and the concrete poured around these items. The thickness of the top slab shall be ten inches (10"). The top reinforcing steel shall be number 5 bars at ten inch (10") centers, both ways.

The bottom of the structure shall be grouted as shown on the Plans.

All piping connections shall be neatly cut into the sides of the lift station, and the pipes shall be grouted firmly in place with a non-shrink epoxy grout. Stub-outs for future lines shall be placed at the time of construction and these stub-outs shall be tightly plugged to prevent infiltration. Any stub-outs required are shown on the Plans.

After the concrete has cured, the surfaces shall be cleaned by removing all spattered mud, dirt, grout, joint sealer and any other material that is on the surface of the station; and the entire interior of the structure, top, walls and floor, shall be given a coat of coal tar paint. Coatings shall be equal to Tnemec, Coal-Tar Epoxy, Hi-Build Tnemec-Tar, System 46-31, or engineer approved equal.

**TYPICAL LIFT STATION CONTROL PANEL ENCLOSURE**  
NOTE: TC IS A STEP TIME CLOCK. IF A POWER FAIL OCCURS THE TIME CLOCK WILL PREVENT ALL PUMPS FROM STARTING AT ONCE AND DAMN GENERATOR. (MIN. 1 MINUTE DELAY BETWEEN PUMP STARTS WHEN POWER IS RESTORED.)



Charles D. Primeaux  
11/2/87  
REVISED 12-30-87  
AS-BUILD 2-23-89

**BLUE HOLE RECREATIONAL AREA**

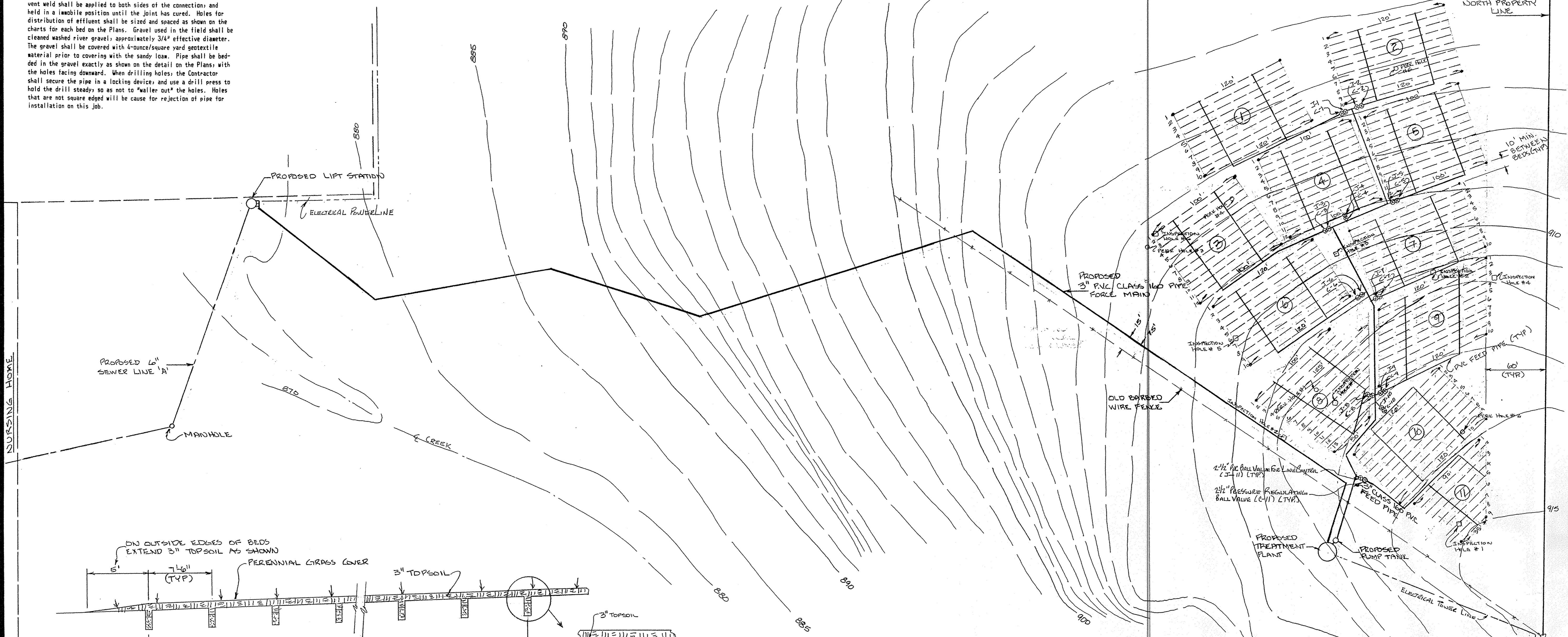
**LIFT STATION & DETENTION BASIN**

**C. DARRYL PRIMEAUX**  
3355 BEE CAVE RD, SUITE 3  
AUSTIN, TEXAS 78746

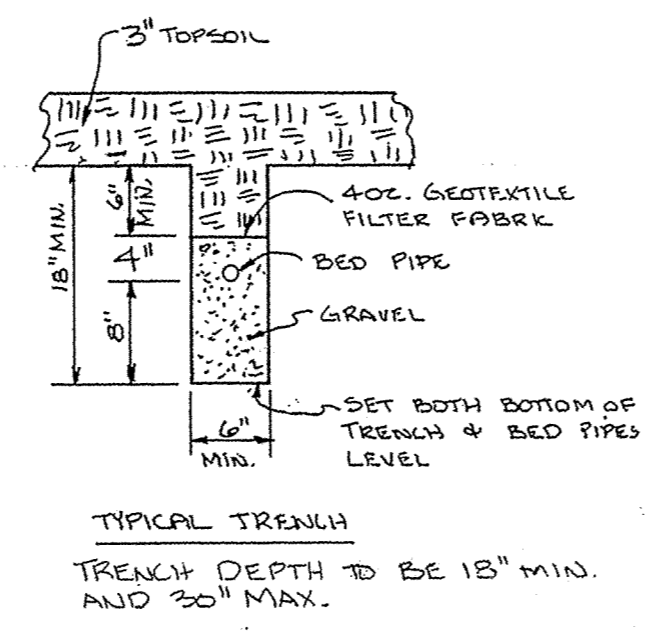
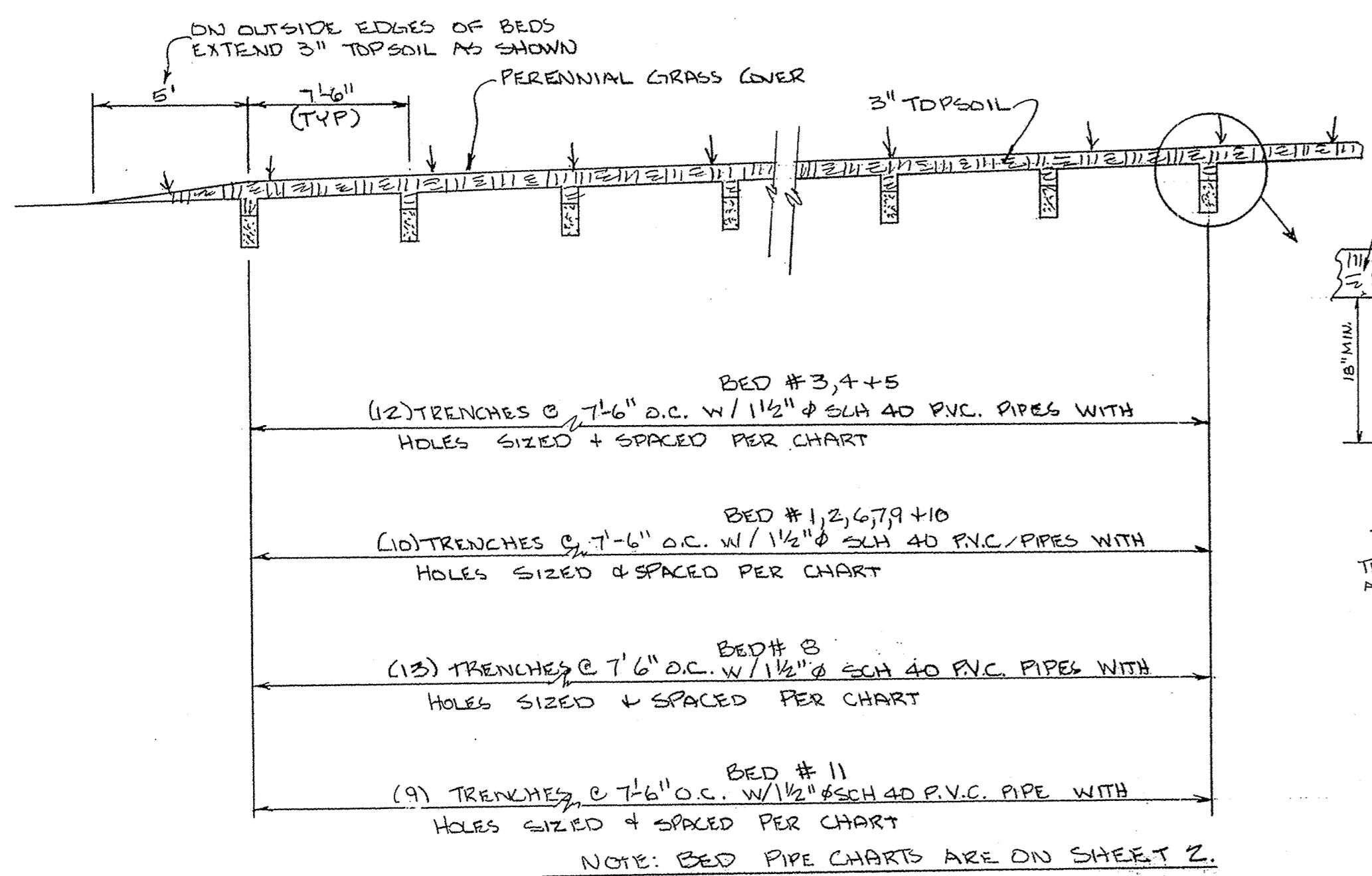
DESIGNED BY: \_\_\_\_\_ SCALE: \_\_\_\_\_  
DRAWN BY: \_\_\_\_\_ CHECKED BY: \_\_\_\_\_

PIPE FOR PRESSURE DOSING FIELDS

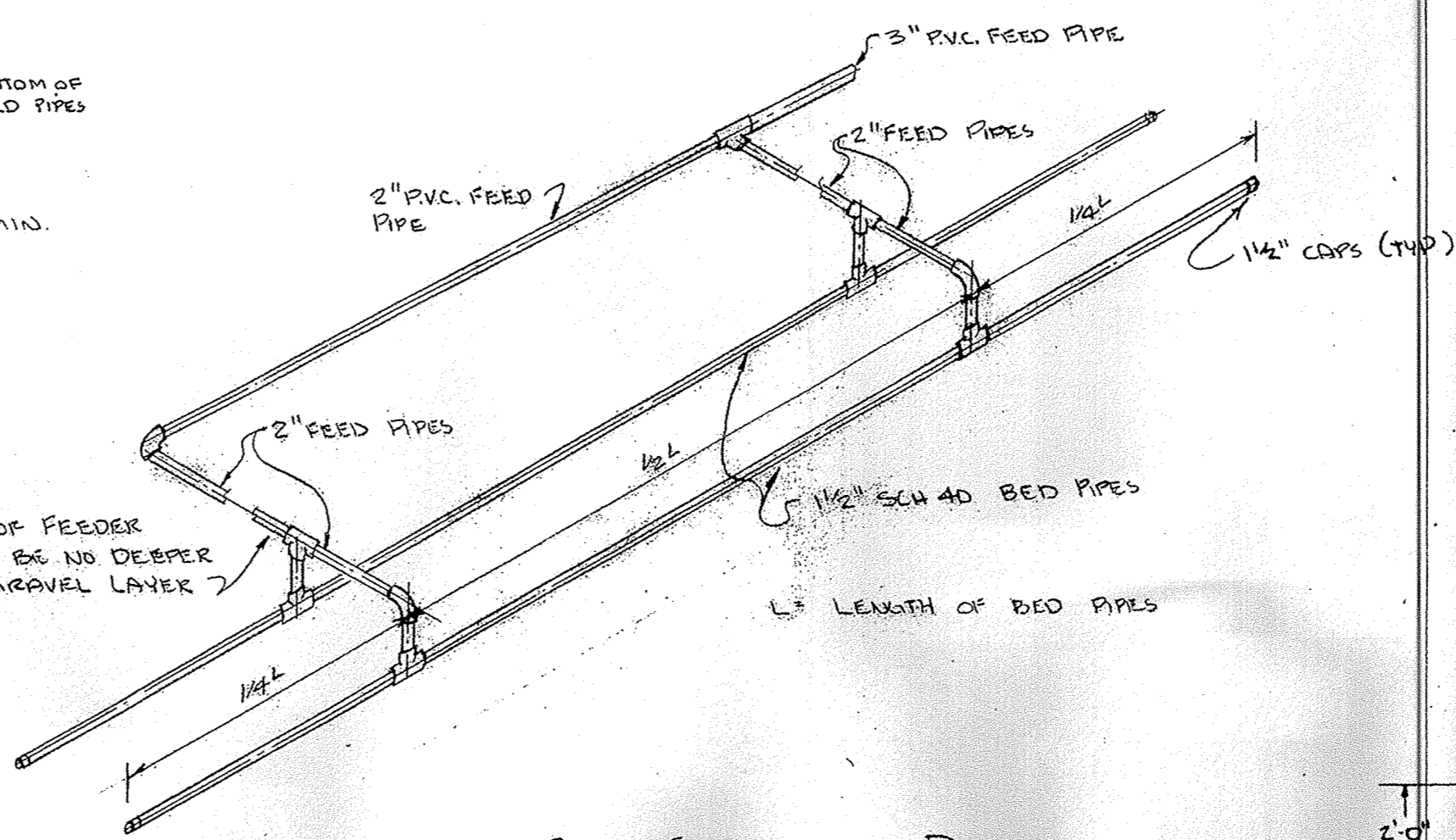
All piping for the pressure dosing field shall be sized as shown on the drawings and shall be minimum Schedule 40 PVC (polyvinyl chloride) pipe conforming to the requirements of ASTM 1784-601 and ASTM D-2241-64T. Pipe joints shall be made by solvent welding. All joints shall be made in exact accordance with the pipe manufacturer's requirements. Both pipe and coupling shall be thoroughly cleaned with cleaner prior to making the connection; and all dirt and foreign material removed from the area to be joined. Pipe solvent weld shall be applied to both sides of the connection; and held in a immobile position until the joint has cured. Holes for distribution of effluent shall be sized and spaced as shown on the charts for each bed on the Plans. Gravel used in the field shall be cleaned washed river gravel, approximately 3/4" effective diameter. The gravel shall be covered with 4-ounce/square yard geotextile material prior to covering with the sandy loam. Pipe shall be bedded in the gravel exactly as shown on the detail on the Plans; with the holes facing downward. When drilling holes, the Contractor shall secure the pipe in a locking device, and use a drill press to hold the drill steady, so as not to "waller out" the holes. Holes that are not square edged will be cause for rejection of pipe for installation on this job.



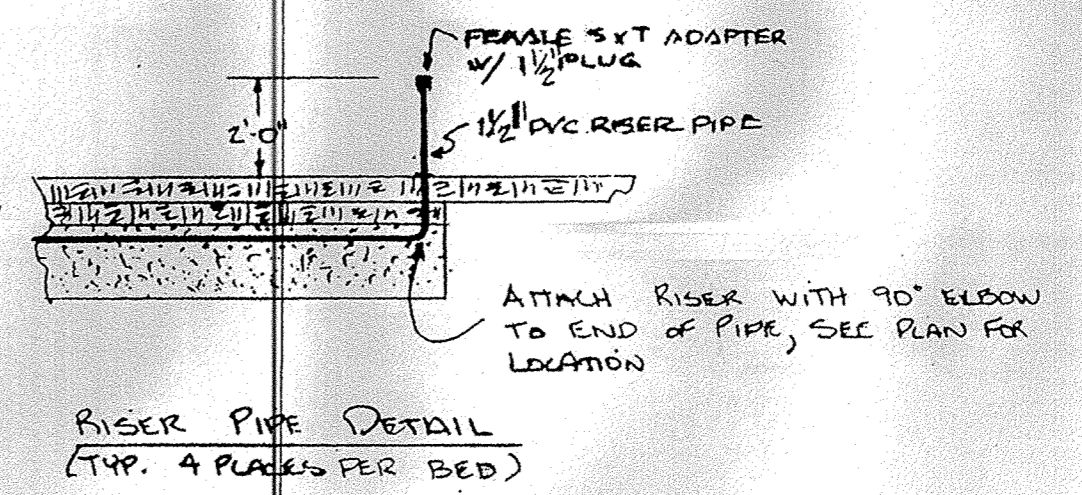
SCALE: 1"=50'



ENLARGED PLAN VIEW



FEEDER PIPE CONNECTION DETAIL



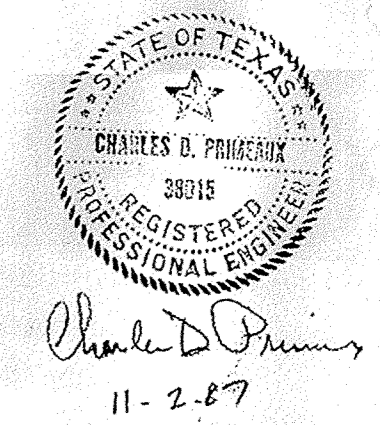
RISER PIPE DETAIL (TYP. 4 PLACES PER BED)

NOTE: PIPE MARKER TO BE PAINTED WHITE. MIN. 3'-6" LG. & STICK OUT OF GROUND 2'-6"

NOTE: BOX MIN. 12" X 12" LG. SET TOP OF BOX FLUSH W/ FINISH GROUND & BED BOX & VALVE IS. 3" OF P.C.A. GRAVEL.

NOTE: USE 2 1/2" P.V.C. BALL VALVE TO SET PUMP HEAD ON EACH BED AND REMOVE OPERATING HANDLE AFTER HEAD IS SET.

As-BUILT 12-23-89  
REVISED 11-19-87



**CLARIFIER/DIGESTER**

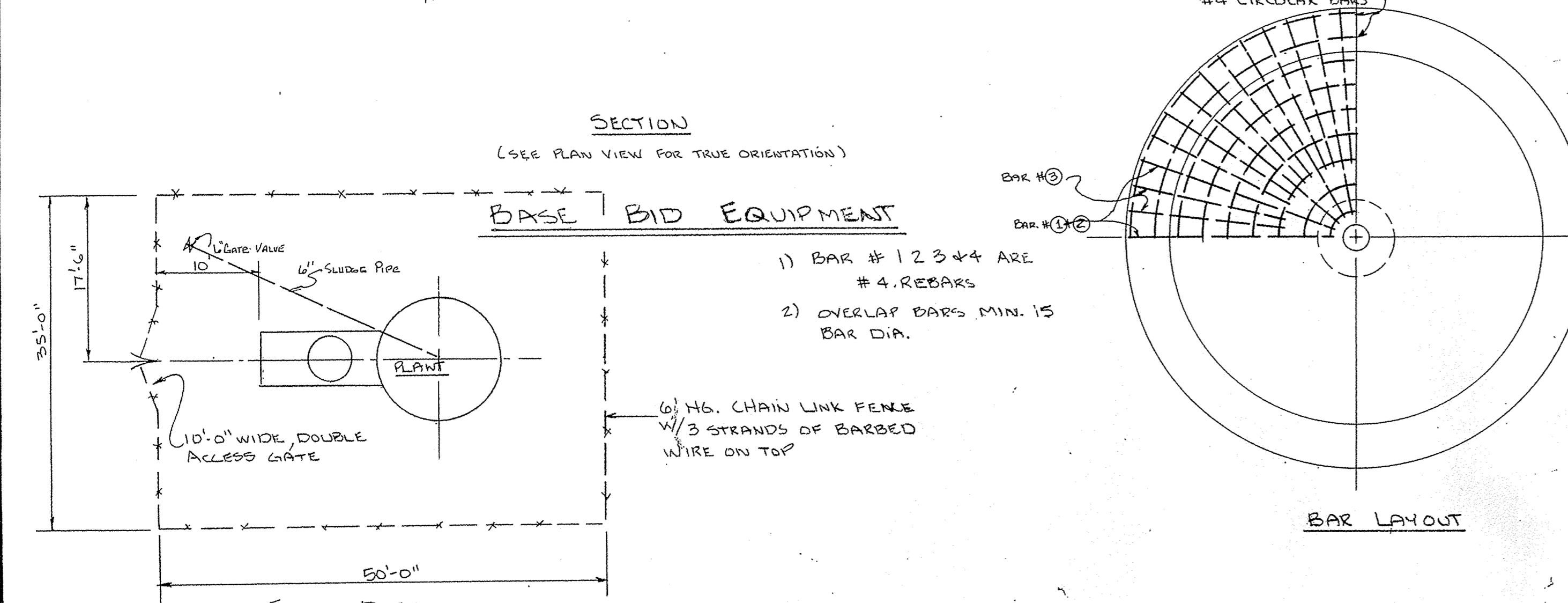
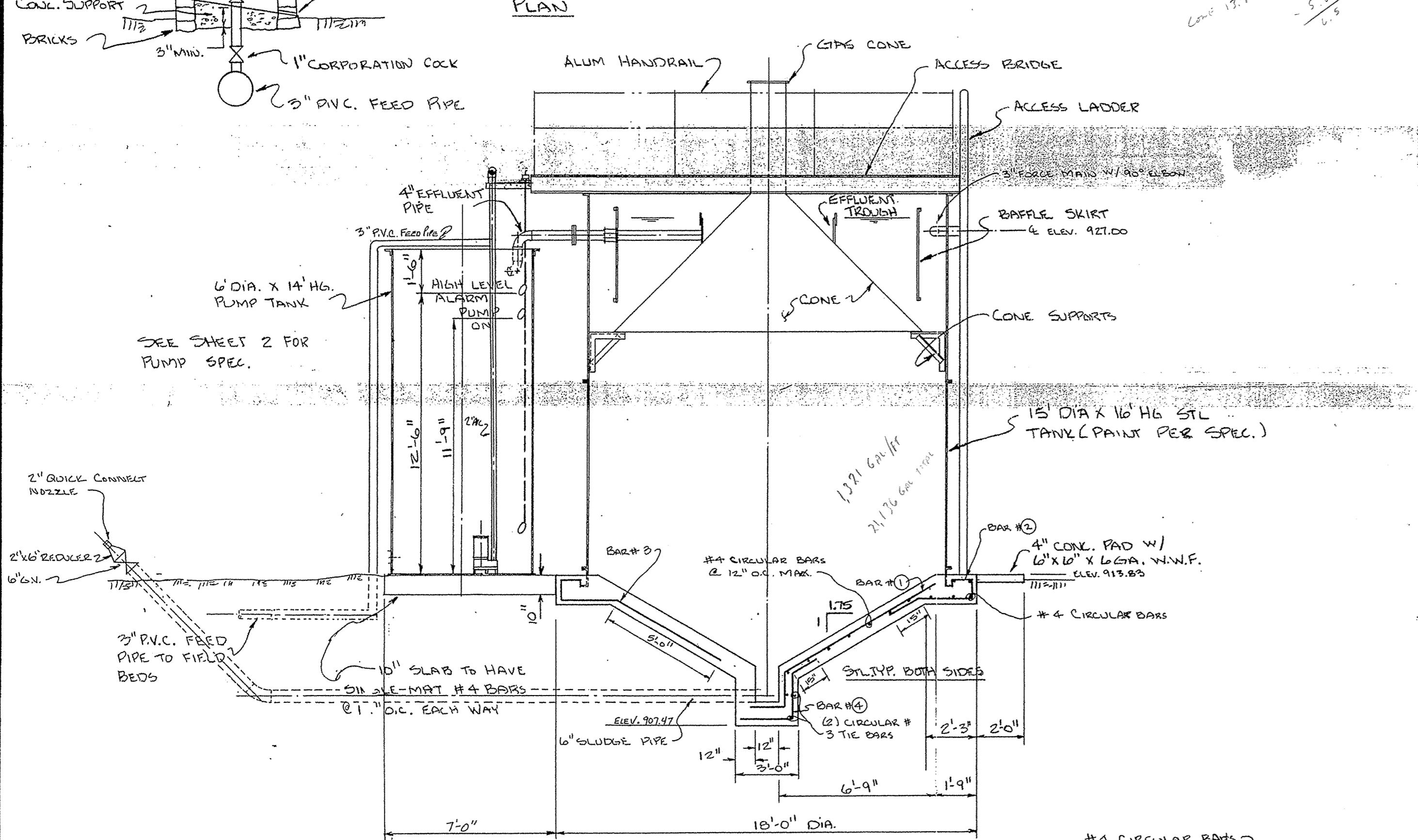
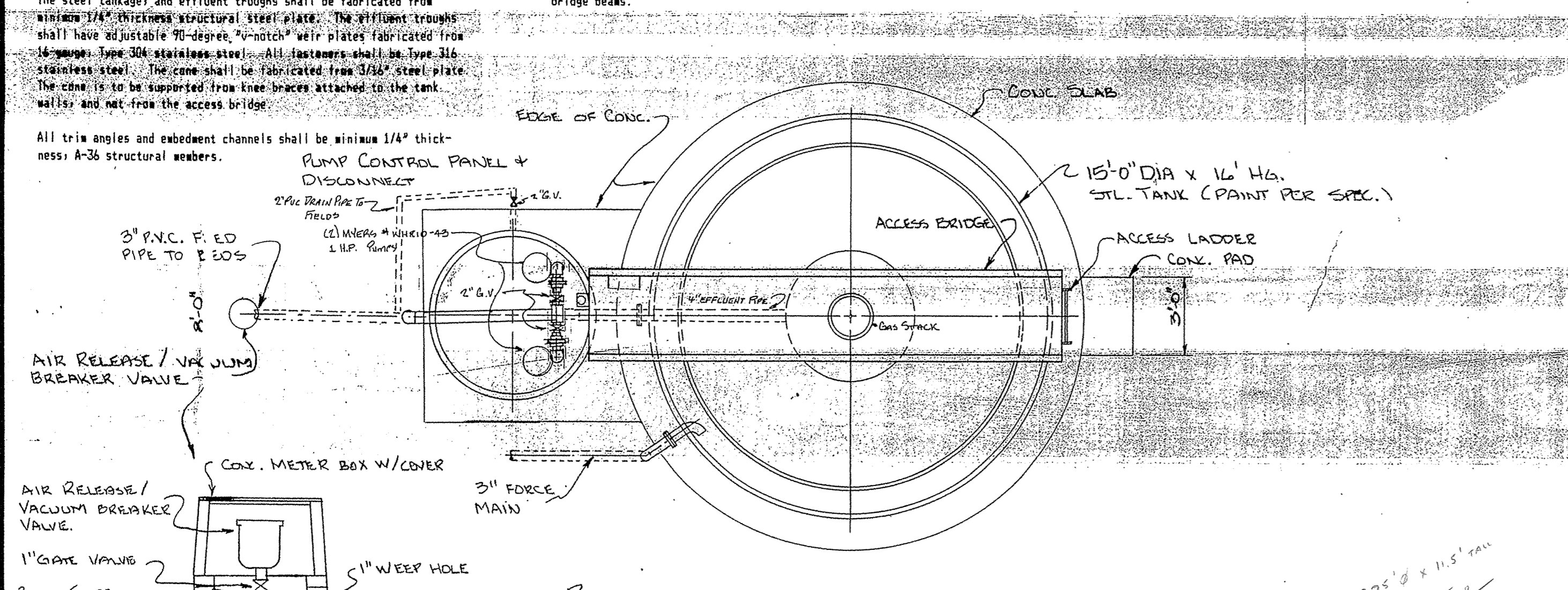
The clarifier/digester and steel pump tank shall be fabricated of A-36 steel plate and structural steel members, and shall be manufactured by UNICOM, INC. of Austin, Texas, or an approved equal manufacturer experienced in the manufacture and fabrication of this type of equipment.

The baffle skirt shall be manufactured and fabricated from minimum 10-mil ABS plastic material with a structural steel angle frame. Minimum steel thickness to be 1/4".

The steel tankage, and effluent troughs shall be fabricated from minimum 1/4" thickness structural steel plate. The effluent troughs shall have adjustable 90-degree, 7/8" notch" weir plates fabricated from 16-gauge, type 304 stainless steel. All fasteners shall be type 316 stainless steel. The cone shall be fabricated from 3/8" steel plate. The cone is to be supported from line braces attached to the tank walls, and not from the access bridge.

The plant bridge shall be fabricated of 1/4" minimum thickness structural steel beam sections and other shapes. The bridge shall have galvanized steel grating decking, 1-1/4" x 3/16" bearing bars at 1" centers. The bridge walkway shall be a minimum of 3'-0" wide (grating width). Handrail shall be on both sides, and across one end of the bridge and shall be 1.9" O.D., Schedule 10, two-rail type aluminum pipe, with the top rail 3'-6" above the bridge deck. Maximum deflection of the bridge shall not exceed 1/360 of the clear span, with all applied dead loads and a live load of 30-pounds per square foot. Grating shall be removable, and shall be in maximum four (4) foot lengths. Grating shall be recessed flush with the top of the bridge beams.

All steel shall be field sandblasted to SSPC-SP8 requirements, and coated with an Epoxy-Polyamide paint system. The first coat to be Epoxiline Primer No. 66-1211, 3-mils exterior, 5-mils interior. The second coat to be Hi-Build Epoxiline 66-Color, 4-mils exterior, 6-mils interior. The total DFT exterior to be 7-mils. The total DFT interior to be 11-mils.



**SPECIFICATION NO. 081 FENCING**

**1.0 GENERAL**

The Contractor shall furnish all material, equipment and labor for performing all work required to erect a fence system complete with all necessary gates, terminal posts, corner and end post bracing, fittings, appurtenances and accessories, where shown on the plans.

The fencing shall be designated as "chain link fence" and shall conform to the requirements specified under this section and to the details shown on the plans.

The fencing shall be as manufactured by the Anchor Post Fence Company or United States Steel Corp., and shall conform to the following specifications. Approved equals having different structural shapes which meet the minimum equivalent requirements may be substituted.

**2.0 CHAIN LINK FENCE**

**2.1 General**

Chain link fence shall consist of galvanized chain link fabric attached to metal posts and fastened to a top rail unless otherwise shown. The height of chain link fence to be erected shall be 7'-0". The height of chain link fence is measured from the ground to the top strand of barbed wire for the "non-climbable" protective fence specified or to the top of the chain link fabric for other types of fencing.

The chain link fence posts and gates shall be equipped with protective accessories consisting of a 180-degree extension arm, which shall be strong the specified number of strands of barbed wire as hereinafter specified when "non-climbable" fence is shown on the plans.

All metal parts of the fence and gate, above and below ground, shall be hot dip galvanized throughout.

**2.2 Wire Fabric**

Wire fabric shall be No. 9-gauge steel wire, two-inch (2") uniformly woven diamond mesh, hot dip galvanized after weaving with top and bottom selvages twisted and barbed. Finished wire shall have a minimum tensile strength of 75,000-pounds per square inch.

The fabric shall be tightly and securely fastened to the line posts by means of galvanized clips (No. 6-gauge wire) at intervals of twelve (12) inches. The fabric shall also be attached to the top rail at intervals of approximately twenty-four (24) inches, and shall be fastened to the terminal posts with special clamps and tension strips.

**2.3 Gate Posts**

Opening	Size	Weight
Up to 6'	2-7/8" O.D.	5.79 lb./ft.
Over 6' to 13'	4" O.D.	9.10 lb./ft.
Over 13' to 18'	4-5/8" O.D.	18.97 lb./ft.
Over 18'	6-5/8" O.D.	24.70 lb./ft.

All gate posts shall be of sufficient length to allow for a minimum depth of three-feet (3') below ground. Galvanized ornamental post-tops shall be provided on all gate posts where special protective accessories are specified.

**2.4 Line Posts**

Line posts shall be two and one-quarter inches (2-1/4") weighing 4.1-pounds per linear foot or two and one-half inch (2-1/2") O.D., pipe weighing 3.45-pounds per linear foot and spaced as shown on the plans; but not more than ten-feet (10') on center. Galvanized fittings shall be installed to take the top rail and form a watertight cap for the posts.

**2.5 Corner Posts**

Corner posts shall be two and seven-eighths inch (2-7/8") O.D. pipe weighing 5.79-pounds per linear foot or two and one-half inch (2-1/2") square tube weighing 5.79-pounds per linear foot. All posts shall be sufficient length to allow for a minimum depth of three-feet (3') below ground. Galvanized top fittings shall be installed to take the top rail and form a watertight cap for the posts.

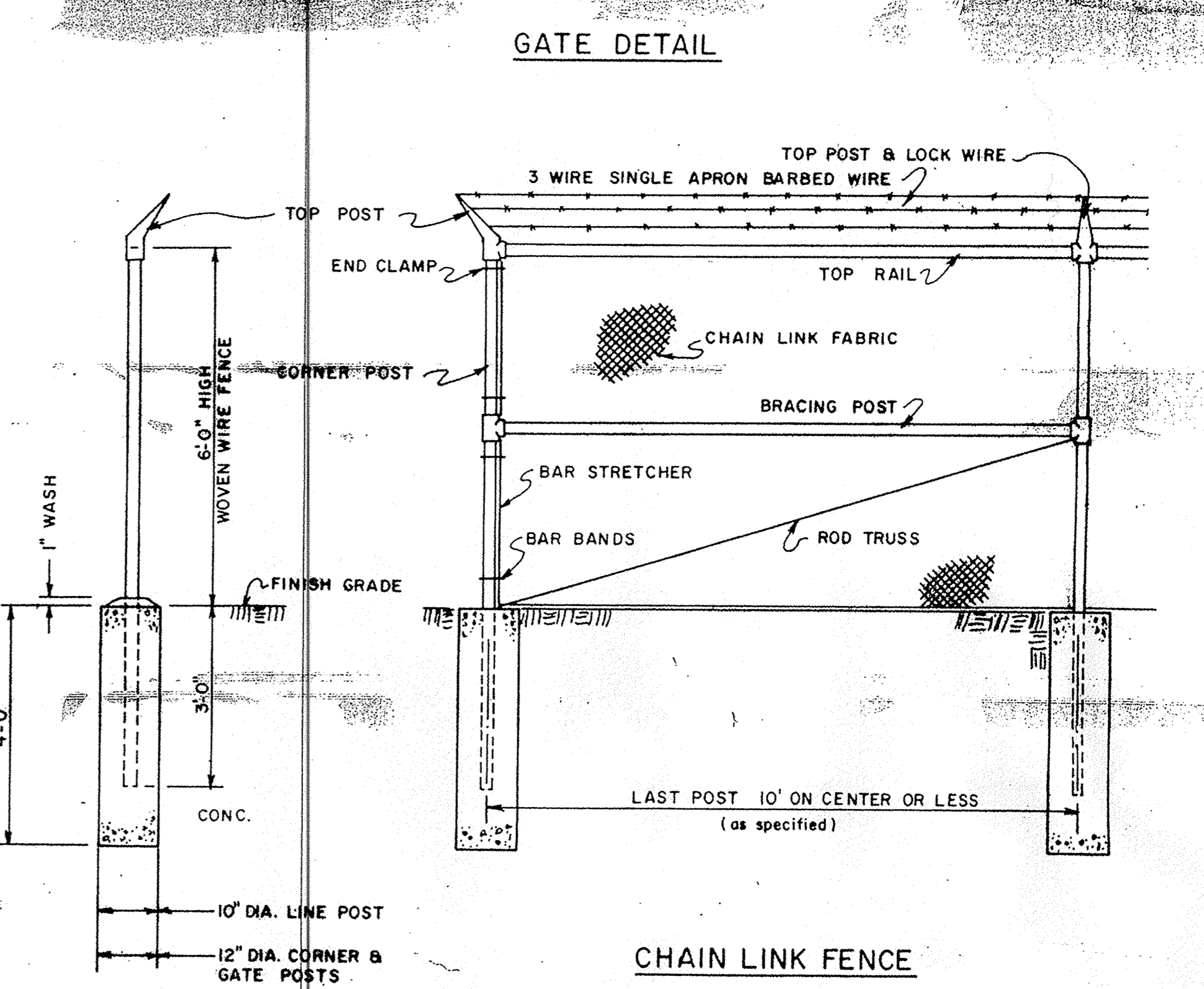
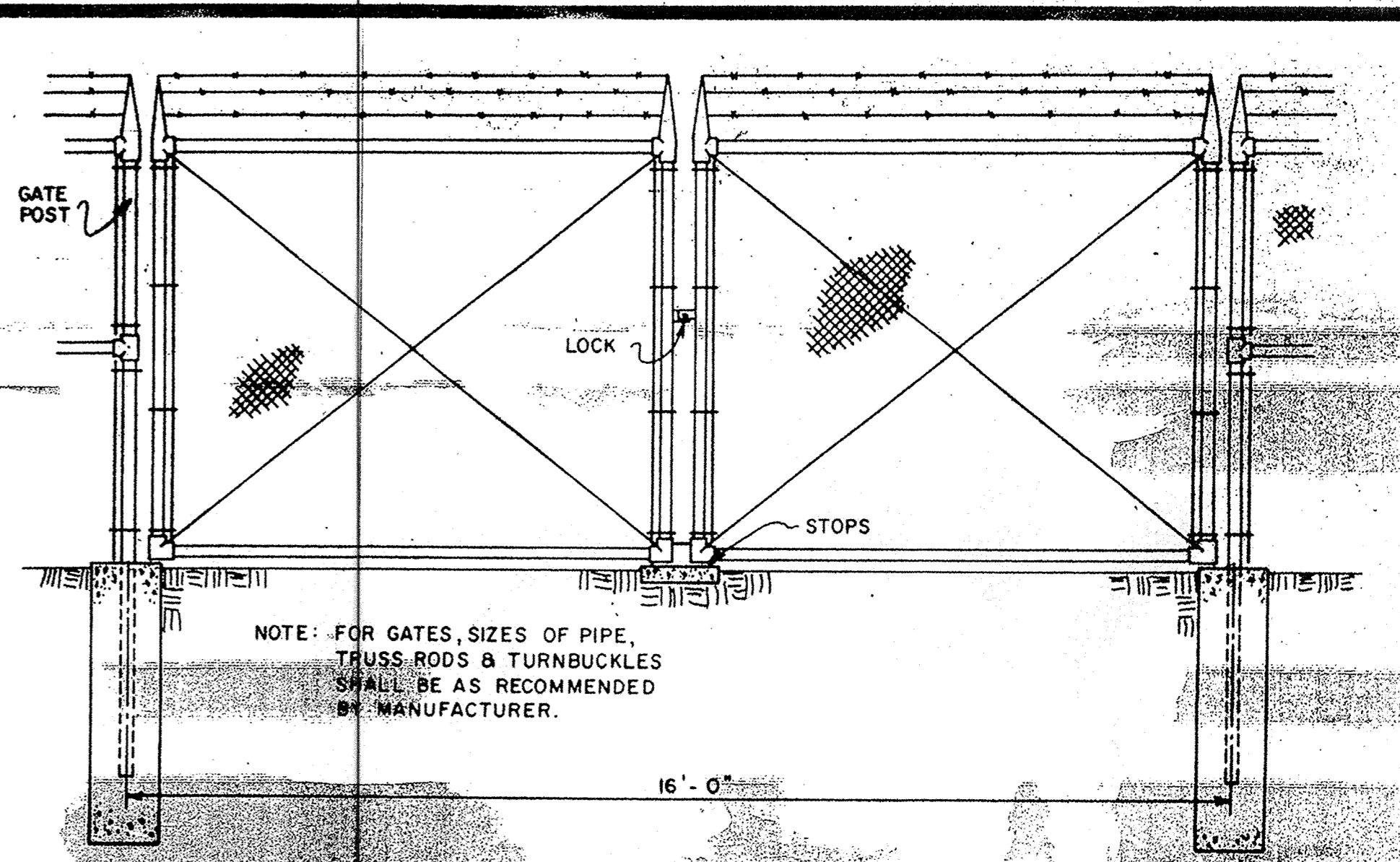
**2.6 Cylindrical Concrete Post Footings**

All posts shall be set in cylindrical concrete footings. For line and corner posts, a hole ten (10) inches in diameter, greater than three-feet (3') in depth, shall be excavated. For gate posts, specifically including double gate posts as specified above, the footings shall be made in proportion to the size and height of the posts; with a minimum diameter of twelve-inches (12"). All footings shall be properly doweled or sloped to shed water.

**2.7 Brace Rail and Top Rail**

The bracing rail and top rail shall be one and five-eighths inch (1-5/8") O.D., pipe weighing 2.27-pounds per linear foot or equivalent-weight "H" section.

Top rail shall pass through the base of the line post tops and form a continuous brace from end to end of each run of fence. Couplings shall be outside sleeve type and at least 7-inches long; one coupling in every five shall contain a heavy spring to take up expansion and contraction of the top rail.



**2.8 Gates**

Gate frames shall be made of two-inch (2") pipe, pipe weight 2.72-pounds per linear foot, joined at the corner by arc welding forming a solid panel, and hot dip galvanized. The chain link fabric watching that of the fence shall be fastened to the frame by means of adjustable bolts and tension rods. Hinges shall be heavy, malleable and drop-forged steel and shall be of the ball-and-socket type.

The height of a chain link gate is measured from the ground to the top strand of barbed wire when special protective fence accessories are specified, and shall be 7'-0" high.

All gate installations shall be provided with all the necessary hinges permitting the gate to swing through an arc of 180-degrees; a gate latch providing a positive lock; for double gates, lift rods shall be located at normal heights and striking straps shall be provided to ensure a positive stop when gates are swung to a closed position; a means for locking by a padlock accessible from both front and back of the gate; approved gate shoes for locking with lift rods; and approved stops to ensure a positive stop when the gates are swung to an open position. An approved heavy-duty brass or bronze padlock and two (2) keys, keyed alike, and keyed to the Owner's key system, shall be provided for each gate.

**2.9 Protective Fence Accessories**

Where specifically indicated on the Plans additional "non-climbable" protective fence features shall be installed; they shall be of the type or types, as shown on the drawings or as called for herein.

For chain link fence, all line posts shall be fitted with post caps complete with expansion area, with barbed wire attached thereto. The necessary corner arms shall be provided. The specific type of protective accessory or extension arm shall be as listed below, or as herein specified.

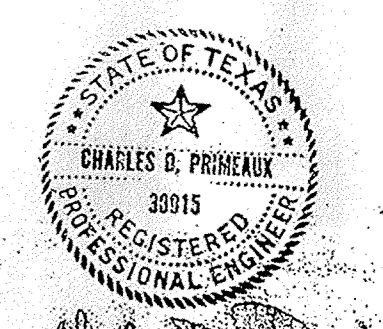
All extension arms are to be formed with a tongue, or other approved provisions for securely attaching the barbed wire. Wire ties or clips shall be No. 6 gauge wire as herein specified.

Gate: For chain link gates, three (3) strands of barbed wire shall be securely fastened to the extended end bars of the gate frames by adjustable hook bolts.

45-Degree Extension Arm: A combination pressed steel extension arm with malleable iron post cap having an opening for the top rail, shall be clamped or otherwise securely attached to each line post so as to incline inward (or outward) at an angle of 45-degrees. The necessary arms for corners shall also be provided.

Three (3) strands of barbed wire shall be strung along the top of the fence and securely attached to the arms, as herein specified.

Barbed Wire: Each strand of barbed wire shall be composed of two (2) strands of No. 12-1/2-gauge wire, twisted with four-point (4) thicket pattern, with bars spaced four (4) inches apart and galvanized throughout after fabrication.



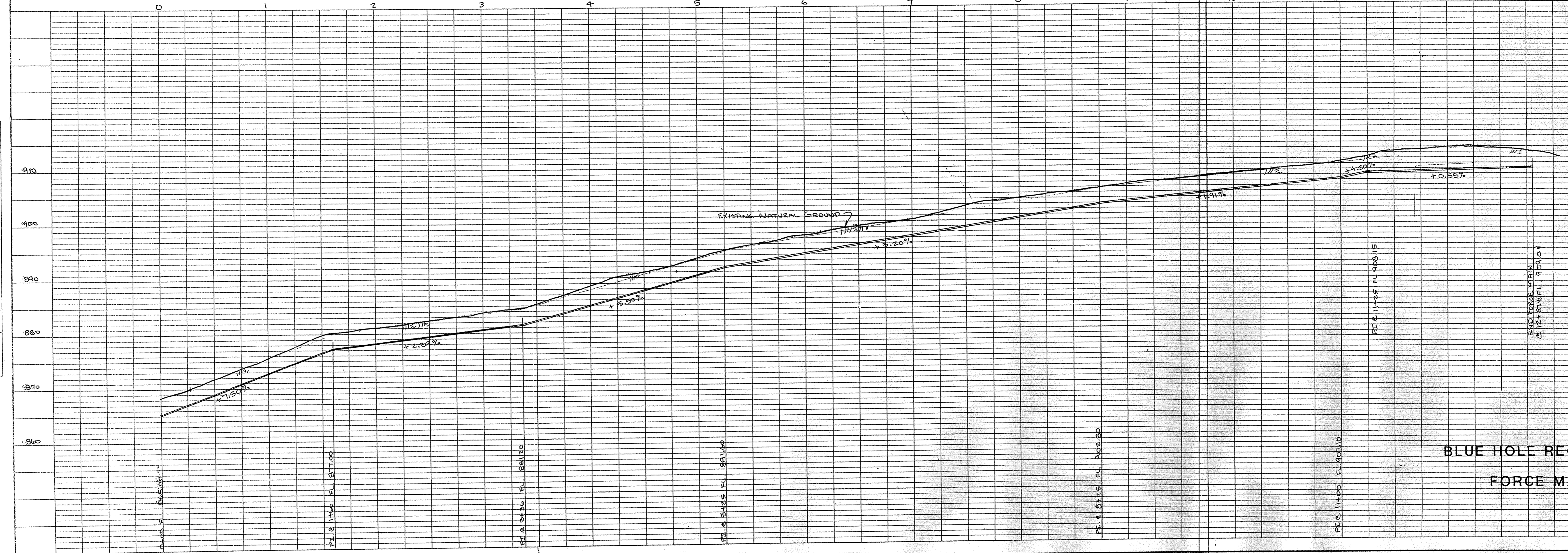
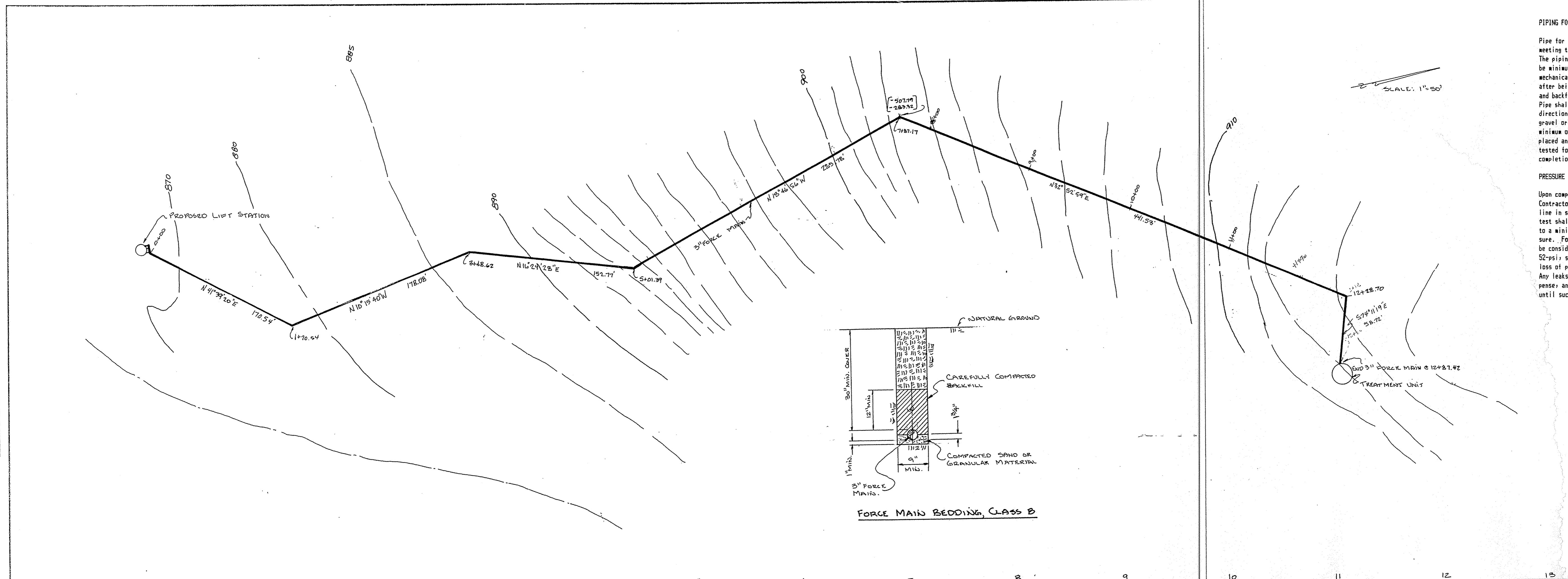
As-BUILT 2-28-89  
REVISED 12-30-87

**PLAN**  
 DRAWN BY: [ ]  
 CHECKED BY: [ ]  
 DATE: [ ]

**PROFILE**  
 DRAWN BY: [ ]  
 CHECKED BY: [ ]  
 DATE: [ ]

**PIPING FOR FORCE MAIN**  
 Pipe for the sewer force main shall be polyvinyl chloride pipe meeting the requirements of ASTM 1784-601 and 45. The piping shall be sized as shown on the drawing. The piping shall be minimum Class 160 PVC pipe. The piping shall be mechanical joint fitting with retainer glands, and after being installed. Pipe trenching, placing, and backfill shall be in accordance with the details. Pipe shall be laid with the bell ends or coupling in the direction of the laying. Bedding shall be Class gravel or sand granular bedding material. The minimum of 30" cover above the pipe. All pipe shall be placed and supported at the proper line and grade and tested for leaks in a method acceptable to the Engineer. Completion of laying the pipe; at the Contractor's expense.

**PRESSURE TEST OF FORCE MAIN**  
 Upon completion of the installation of the force main, the Contractor shall perform a pressure test on each line in such a manner that the entire force main test shall require the contractor to place the pipe to a minimum test pressure of 1.5 times the design pressure. For this installation, the maximum design pressure shall be considered 80-psi. The test pressure shall be 120-psi, shall be maintained for a period of 24-hours. Any loss of pressure on the line being tested during the test shall be repaired at the Contractor's expense. Any leaks in the line shall be repaired at the Contractor's expense, and the line shall be retested at the Contractor's expense until successful completion of the test.



**BLUE HOLE RECREATIONAL AREA**  
**FORCE MAIN PROFILE**

PRE-CAST REINFORCED CONCRETE MANHOLE SECTIONS FOR SANITARY SEWERS

1.0 SCOPE OF WORK

The work covered by this specification consists of furnishing all plant, labor, equipment, supplies, materials and performing all operations in connection with the construction of pre-cast reinforced concrete manhole sections as shown on the plans and as herein specified.

2.0 MATERIALS

All materials shall conform to the specifications for "Project Reinforced Manhole Sections," A.S.T.M. Designation C-478, with the following additions:

- A. All pipe shall be machine made by a process which will provide for uniform placement of zero slump concrete in the form and compaction by mechanical devices which will assure a dense concrete in the finished product, except that reducer cones may be wet-cast.
- B. Aggregates for the concrete shall consist of limestone aggregates in the proportion of at least 75 percent by weight of the total aggregates.
- C. Minimum wall thickness for the manhole risers shall be as listed under Wall "B" in the "Class Tables" of ASTM C-76.
- D. Manhole steps will not be required unless otherwise specified. If specified, the steps of a metal core with a protective coating of fiber-reinforced polyester, serrated to prevent slippage, as approved by the City, shall be cast-in-place or mortared-in-place with a non-shrink mortar. Each shall be approximately 10 inches by 11-3/4 inches, placed as indicated on the appearance sheet.
- E. Concentric cones shall be used for the top section of 48-inch diameter manholes. Eccentric cones shall be used for 60-inch diameter manholes unless otherwise specified.
- F. Manhole brick shall be used to bring the manhole frame and cover to final grade. Two (2) inch thick x 8-inch wide x 24-inch internal diameter pre-cast reinforced concrete grade rings or Half Rings may be used as an alternate to manhole brick.
- G. The bottom section of the manhole riser shall be integrated in a 3000-pound concrete base and shall be a "Groove and Butt" section, with lengths in increments of 12 inches.

3.0 CONSTRUCTION METHODS

Prior to placing each section of manhole riser, the tongue and groove to be jointed shall be thoroughly cleaned and the groove buttered with a layer of cold applied plastic base compound, such as "Rae-Nel," as manufactured by the K. T. Snyder Company, Inc., or equal. The compound shall be applied to the groove and the upper section then shall be placed to form the joint. The joints will be finished smooth and even. Lift holes will be plugged with cement mortar or a non-shrink epoxy mortar. The brick in the top courses shall not be pulled to the center more than one-inch per course, and the exterior shall be coated with a mortar coating 1/2-inch thick.

Joints shall conform to the joint specifications of the A.S.T.M. C-478 except that the pipe for the manhole riser shall be furnished with the groove not less than 1/2-inch and not more than 3/4-inch longer than the tongue to provide an innerseal space.

Inside the manhole, half-pipe shall be bedded in concrete for the flow line through the manhole with the concrete carried out to the wall with a slope toward the top of the half-pipe. These half-pipes shall be accurately jointed to the sections built into the manhole walls. Pipe sections to be installed in the manholes will be furnished by the Contractor for the lines of the pipe.

Cleanout and drop manholes shall be constructed in accordance with the appearance sheets; the pipe and specials for cleanout and drop manholes shall be considered as a part of the manhole, and will not be measured for payment as separate contract pay items. All pipe extending through the manhole walls shall be sealed in place with mortar to provide a waterproof seal to prevent exfiltration or infiltration.

All stubouts in manholes shall be extra strength clay pipe of sizes shown on the plans and shall be plugged at the end and sealed with an approved hot-poured joint compound.

The concrete base shall have an average compressive strength at 28 days equal to or greater than 3000 pounds per square inch.

Cast-iron frames and covers shall be embedded in a full bed of mortar and shall have a full bearing with toe at the established grade.

POLYVINYL CHLORIDE PIPE

Where PVC pipe is specified or noted on the Plans, it shall conform to the requirements of the current specification of the American Society for Testing and Materials for type PSM Polyvinyl Chloride (PVC) sewer pipe and fittings, (ASTM D3034, latest revision). Minimum wall dimension ratio shall be DR 35.

The Joint material for type PSM PVC pipe shall conform to the requirements of the current specifications of the ASTM for Elastomeric Gasket Joints (ASTM D 3034)

PIPE INSTALLATION

Pipe shall be installed in compliance with current ASTM Designation C12. Pipe shall be laid on prepared subgrade or embedments with bell holes excavated.

The laying of pipes shall commence at the lowest point so that the spigot ends point in the direction of flow. All pipes shall be laid with ends abutting and true to line and grade. The pipe shall be watched so that when laid, they will form a sewer with a smooth, uniform invert. Sockets shall be carefully cleaned before pipes are lowered into trenches. Tight fitting stoppers or bulkheads shall be securely placed in the ends of all pipe lines when the work is stopped temporarily, or at the end of each day's work to prevent trash or dirt from entering the pipe.

PIPE BEDDING

Unless otherwise provided, pipe of less than twenty-four inches (24") in internal diameter may be installed in gravel bedding.

Gravel bedding shall be cleaned, washed material, hard and insoluble in water, free of mud, clay, silt, vegetation or other debris. Size gradations shall be as follows:

For pipe 12" in internal diameter and smaller, the gravel bedding shall meet ASTM C33, current revision, for size #57.

GRADATION TABLE

Sieve Size	Percent Passing
1"	100%
3/4"	90-100%
3/8"	20-55%
#4	0 - 10%
#6	0 - 5%

ACCEPTANCE TESTING

All pipe installed under this Contract shall be tested for exfiltration or infiltration shall be two hundred (200) gallons per inch of inside pipe diameter, per mile, per day, or the rate specified by the appropriate pipe specifications, whichever is less. After the construction is complete the Engineer shall determine whether the pipeline is to be tested for infiltration or exfiltration.

Exfiltration Test

The pipe line shall be completely filled with water for its complete length or by sections as determined by the Engineer. If testing for its complete length, the maximum head at any point shall not exceed twenty five feet (25') unless otherwise specified. If tested in sections the manholes in the test section shall be completely filled with water. After the pipe line has been filled and allowed to stand for twenty-four (24) hours the amount of exfiltration shall be calculated. Any amount above the maximum allowable exfiltration rate shall be cause for rejection.

Infiltration Test

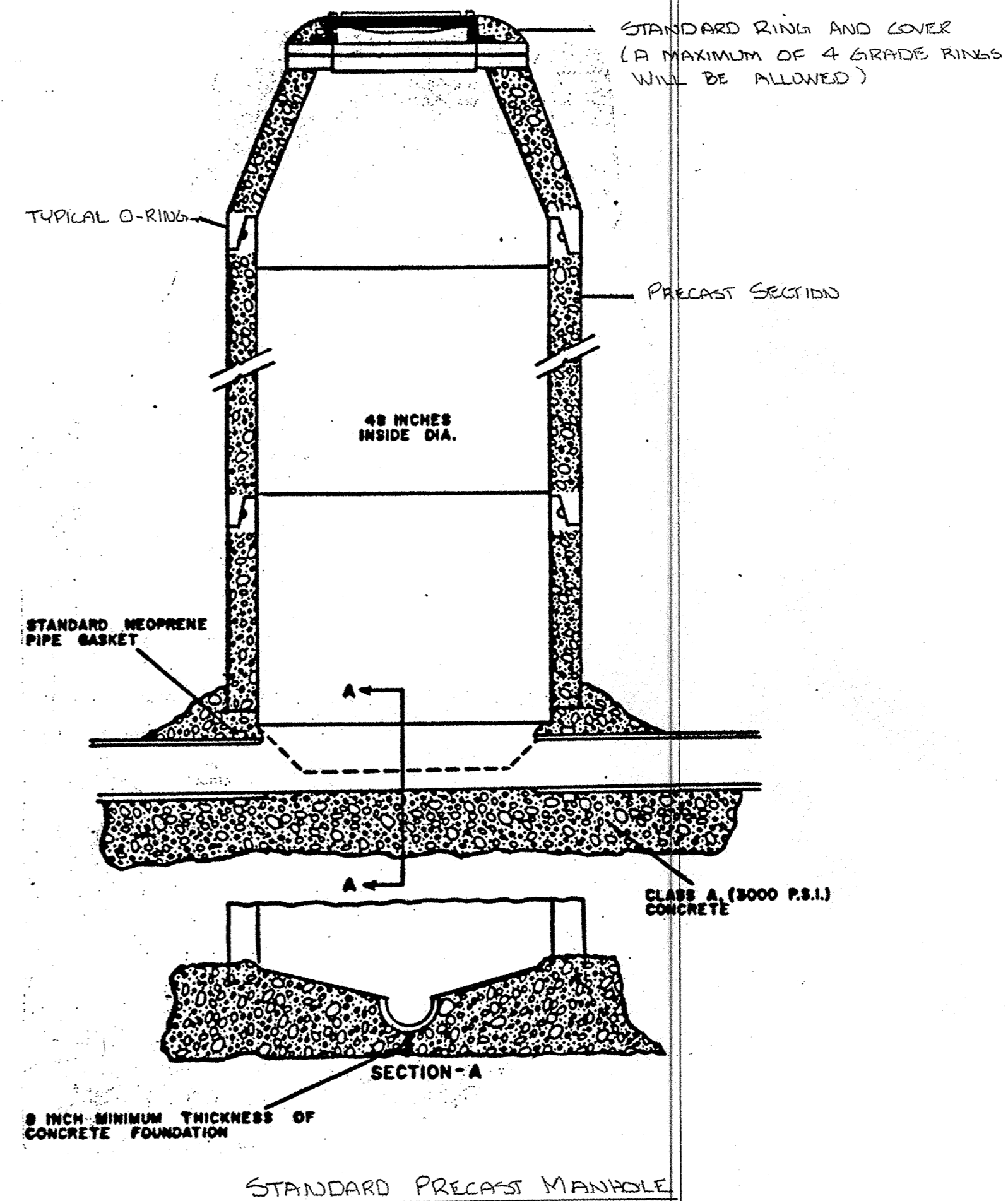
When the pipe line is completed, the upper portion of the ditch backfill shall be removed to a depth of not less than eighteen inches (18") below the finished grade and a width equal to the original trench width. The trench shall then be flooded with water until it is completely saturated and water stands in the ditch a minimum of twelve inches (12") deep. In cases of steep terrain, earthen dikes shall be used to assure that water will stand over the trench. After it is apparent that the trench is completely saturated, the flow shall be measured over an acceptable weirs, and the infiltration rate calculated. If the amount of infiltration exceeds the maximum allowable rate, the pipe will then be inspected with closed circuit television; at the Contractor's expense, for major leakage points. The leaks shall be repaired; and the line retested. Any section of main or service stub that indicates excessive infiltration shall be cause for rejection. All subsequent retesting shall be at the Contractor's expense.

Pipeline Settlement Test

During the infiltration test or after the exfiltration test, the main will be inspected for any settlement in the pipe. Any pipe settlement which causes excessive ponding of water in the pipeline shall be cause for rejection.

Pipe Deflection Test

Deflection tests shall be performed on all flexible and semi-rigid sewer pipe. The first deflection shall be made 30-days after final backfill. Maximum deflection of the pipeline shall be limited to 5.0% of the internal pipe diameter. Pipe exceeding this deflection shall be considered to have reached the limit of their serviceability. Prior to expiration of performance bond and again 6-months after completion, the pipeline shall be measured for deflection by an independent testing laboratory acceptable to the Engineer, at the expense of the Contractor. All pipe exceeding 5.0% deflection, and all other related work and material, shall be replaced by the Contractor at no additional compensation. Testing shall be conducted by passing a wandrill with a diameter equal to 95% of the pipe inside diameter, and as approved by the Engineer, through the pipe. No mechanical pulling devices will be allowed to pull the wandrill for the test.



(BRIE HOFF MMLG)  
MEMBER



<b>AGENDA ITEM:</b>	3. Receive an update, discuss and consider possible action regarding the leveled treatment area at Blue Hole.
<b>SUBMITTED BY:</b>	
<b>DATE SUBMITTED:</b>	10/31/2025
<b>MEETING DATE:</b>	November 12, 2025

## AGENDA FORM

### ITEM DESCRIPTION/SUMMARY

### REQUESTED ACTION

### FINANCIAL

### STAFF RECOMMENDATION

### ATTACHMENT/S

1. Leveled Treatment Area Photo
2. Leveled Treatment Area Measurements







<b>AGENDA ITEM:</b>	4. Receive an update, discuss and consider possible action related to Blue Hole trail wayfinding signage.
<b>SUBMITTED BY:</b>	
<b>DATE SUBMITTED:</b>	10/21/2025
<b>MEETING DATE:</b>	November 12, 2025

## AGENDA FORM

### ITEM DESCRIPTION/SUMMARY

### REQUESTED ACTION

### FINANCIAL

### STAFF RECOMMENDATION

### ATTACHMENT/S

1. Trail Marker Example
2. BHRP Trail Map



Forth Valley Viewpoint Trail

Loch Ard Sculpture Trail

8 Mile Loop

# EXPERIENCE A TEXAS TREASURE!

# BLUE HOLE REGIONAL PARK WIMBERLEY, TX



A path leading to downtown Wimberley and Martha Knies Community Park. Walk along scenic Cypress Creek and enjoy limestone bluffs and shady creekside views.



A short route to the world-famous Blue Hole swimming area. Loops around the swim lawn.



Family-friendly loop featuring the Story Walk in collaboration with Wimberley Village Library. Passes the pavilion, amphitheater, and an overlook with views of the swim lawn.



Circles the recreation area around the soccer fields, volleyball and basketball courts, and shaded picnic spots. Perfect for runners and walkers wanting to do laps.



Our most popular trail! Runs the length of the park and then connects to the Hays County trail extending an additional 2.2 miles to the Baptist Church. Great for hiking or biking, with a mild paved switchback.



A narrow, winding trail that passes the Scout Campground. Offers a shaded, secluded "tunnel" feel through dense trees.



A peaceful route along Deer Creek, a wet-weather creek in one of the park's quieter areas. Ideal for solitude and wildlife spotting.



A staff favorite! Follows the bluff above Deer Creek with scenic views, old growth trees, and easy connections to the Red and Green Trails.

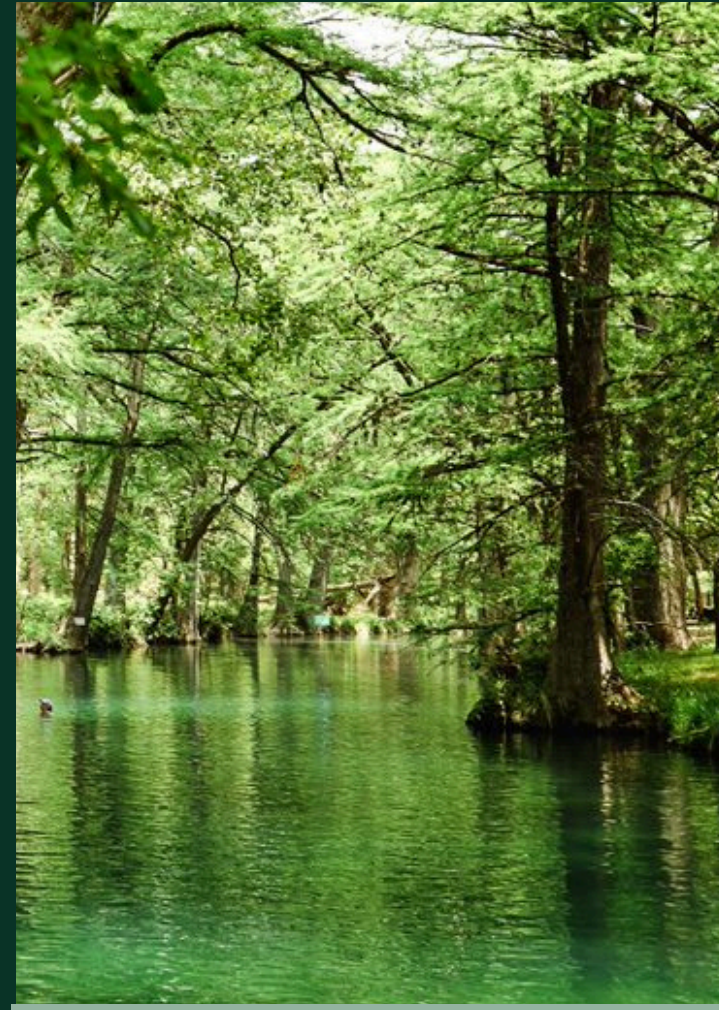
Tucked away in the heart of the Texas Hill Country, Blue Hole Regional Park stretches across 126 acres of natural beauty along spring-fed Cypress Creek. It's a place where generations have come to make memories—surrounded by towering cypress trees, clear water, and wide-open skies. There's more to Blue Hole than just swimming. With miles of hike and bike trails winding through shaded woods, the park is perfect for outdoor adventure.

## RESERVATIONS REQUIRED TO SWIM

Swimming season: Everyday May 1st - Labor Day and weekends in September. Tickets go on sale March 1st.

Half Day Passes 2 time slots (9 a.m. - 1 p.m. and/or 2 p.m. - 6 p.m.)	
Adult	\$15
Youth, Senior, Military	\$10
Wimberley Resident	\$6

Season Passes	
Adult	\$175
Youth, Senior, Military	\$150
Wimberley Resident	\$100



**WIMBERLEY**  
PARKS AND RECREATION

www.wimberleyparksandrec.com  
512-660-9111

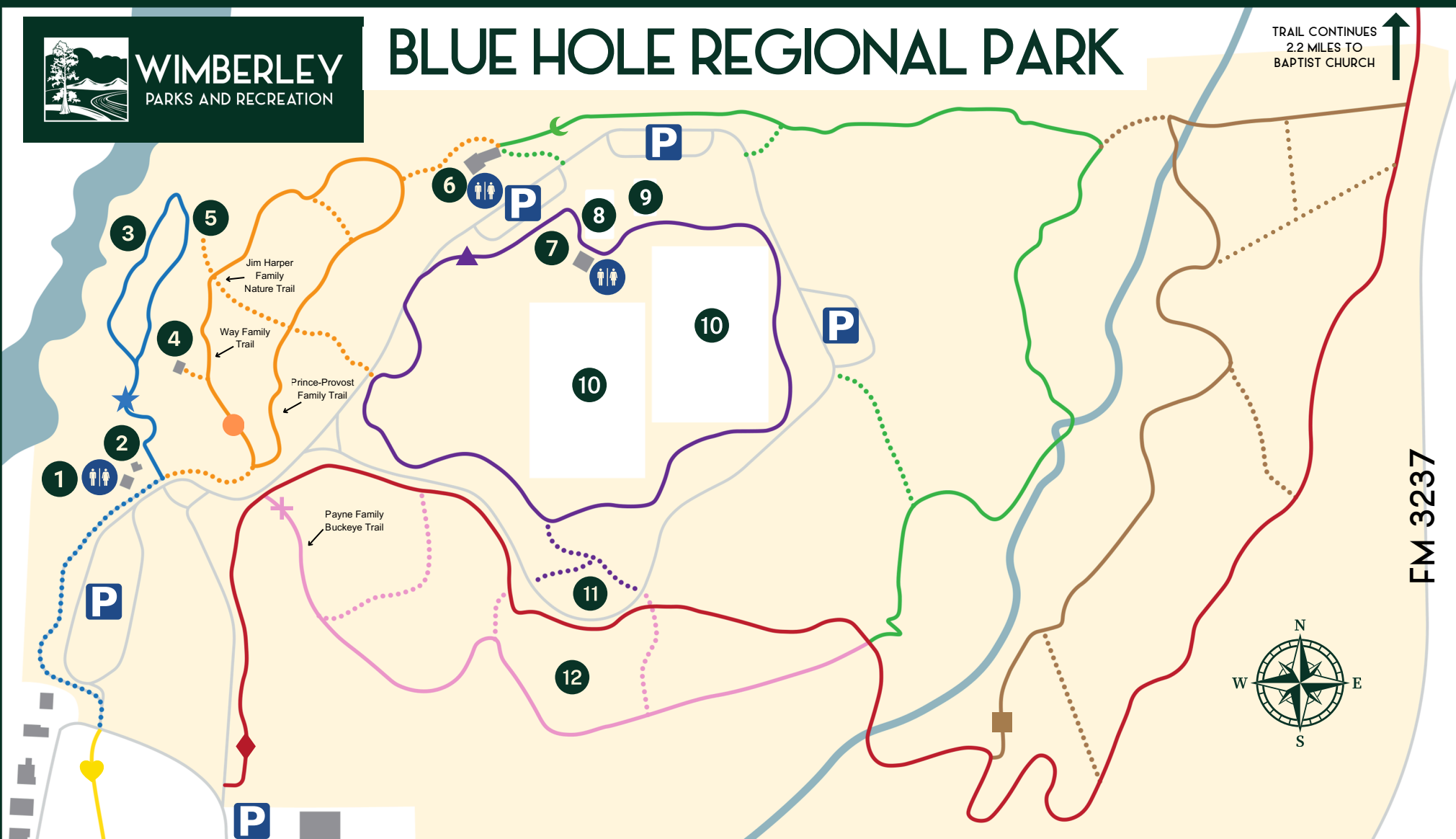
# TRAIL MAP AND VISITOR GUIDE



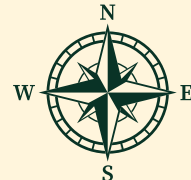
**WIMBERLEY**  
PARKS AND RECREATION

# BLUE HOLE REGIONAL PARK

TRAIL CONTINUES  
2.2 MILES TO  
BAPTIST CHURCH



FM 3237



- |                |                    |
|----------------|--------------------|
| 1 FIRE PIT     | 7 PLAYGROUND       |
| 2 OFFICE       | 8 BASKETBALL COURT |
| 3 SWIM AREA    | 9 VOLLEYBALL COURT |
| 4 AMPHITHEATRE | 10 SOCCER FIELDS   |
| 5 OVERLOOK     | 11 PICNIC AREA     |
| 6 PAVILION     | 12 SCOUT CAMPING   |

- |            |            |
|------------|------------|
| .52* MILES | .92* MILES |
| .25 MILES  | .33* MILES |
| .30 MILES  | .51* MILES |
| .50 MILES  | .43* MILES |

ALL DISTANCES ABOVE ARE SOLID LINES ON MAP  
\*DISTANCE MEASURED ONE WAY

CEMETERY PROPERTY  
BLUE HOLE LANE  
TRAIL CONTINUES TO DOWNTOWN WIMBERLEY