AGENDA

Regular Meeting

City Council

Tuesday, December 12, 2023

6:00 PM, City Hall

4000 Galleria Parkway

Bee Cave, Texas 78738-3104

THE CITY OF BEE CAVE COUNCIL MEETINGS ARE AVAILABLE TO ALL PERSONS REGARDLESS OF DISABILITY. IF YOU REQUIRE SPECIAL ASSISTANCE, PLEASE CONTACT KAYLYNN HOLLOWAY AT (512) 767-6641 AT LEAST 48 HOURS IN ADVANCE OF THE MEETING. THANK YOU.

A quorum of the Planning and Zoning Commission and/or Development Board may be in attendance at this meeting. No action will be taken by the Commission or Board.

1. Call meeting to order
2. Roll Call
3. Pledge of Allegiance
4. Proclamation recognizing Deby Childress as the City of Bee Cave's Volunteer of the Year.
5. Recognition and Moment of Silence
6. Citizen Comments

This is an opportunity for citizens to address the City Council concerning an issue of community interest that is not on the agenda. Comments on the agenda items must be made when the agenda item comes before the Council. Any deliberation of the issue is limited to a proposal to place it on the agenda for a later meeting. Citizens will have up to 3 minutes to make comments.

7. Staff Comments

Each department of the city may present a monthly report to the City Council on informational items only which do not require action. Each department may

provide a monthly report regarding department operations and any noteworthy events for council.

a. City secretary report
b. Communications report
c. Financial report
d. Human Resources report
e. Library report
f. Parks and Facilities report
g. Planning and Development report
h. Police Department report
i. City Manager's office report

8. Consent Agenda

All Consent Agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council member requests in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda. Information concerning consent agenda items is available for public view.

A. Consider approval of the minutes of the Regular Session conducted on November 14, 2023.
B. Consider approval of a contract with Wells Fargo Bank for Bank Depository Services
C. Consider approval on Resolution No. 2023-19 appointing Council Member Kevin Hight as the City of Bee Cave representative on the Central Texas Clean Air Coalition

9. Discuss and consider action on award of Solid Waste Collection, Recycling, and Disposal Services to Texas Disposal Systems and authorize the City Manager and Counsel to negotiate terms; authorize Mayor King to execute a contract.

10. Discuss and consider action on an HDR Engineering contract amendment for engineering and other services related to the Great Divide Bridge

11. Discuss and consider action to authorize staff to proceed with an RFQ for Construction Manager-at-Risk for Central Park Improvements Project.

12. Discuss and consider action on the creation of a Full-Time Employee position for the Development Board.

13. Discuss and consider action on the appointment of members to the Zoning Board of Adjustment.

14. Close Regular Meeting

15. Open Executive Session

Open Executive Session. Executive session in accordance with the Texas Government Code, Section 551.074 – Personnel Matters-to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee. and Section 551.071 - Consultation with Attorney regarding pending or contemplated litigation or a settlement offer, or on any matters in which the Attorney has a duty to the City under the Texas Disciplinary Rules of Professional Conduct that clearly conflicts with the provisions of the Open Meetings Law. A quorum of the City Council will be present for the executive session.

A. Consultation with Attorney regarding pending litigation styled Citizens for Preservation of The Brown Property v. City of Bee Cave.
B. Consultation with attorney regarding legal issues associated with city's intellectual property rights, marketing campaigns, promotional product distribution and updates in state law.
C. Personnel – Board and Commission member appointments for: Zoning Board of Adjustment

16. Close Executive Session

17. Open Regular Meeting

18. Consider action, if any, on Executive Session

19. Adjournment

The Council may go into closed session at any time when permitted by Chapters 418 or 551, Texas Government Code, or Section 321.3022 of the Texas Tax Code. Before going into closed session a quorum of the Council must be present, the meeting must be convened as an open meeting pursuant to proper notice, and the presiding officer must announce that a closed session will be held and must identify the sections of Chapter 551 or 418, Texas Government Code, or Section 321.3022 of the Texas Tax Code authorizing the closed session.

I certify that the above notice of meeting was posted at Bee Cave City Hall, 4000 Galleria Parkway, Bee Cave, Texas, on the 8th day of December, 2023 at 3:00 P.M. (Seal)

_____

Kaylynn Holloway, City Secretary

City Council Meeting
12/12/2023
Agenda Item Transmittal

Agenda Item: **4.**

Agenda Title: **Proclamation recognizing Deby Childress as the City of Bee Cave's Volunteer of the Year.**

Council Action:

Department: **City Secretary**

Staff Contact: **Kaylynn Holloway, City Secretary**

1. INTRODUCTION/PURPOSE

2. DESCRIPTION/JUSTIFICATION

a) Background

b) Issues and Analysis

3. FINANCIAL/BUDGET

Amount Requested	Fund/Account No.
Cert. Obligation	GO Funds
Other source	Grant title
Addtl tracking info	

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

ATTACHMENTS:

Description	Type
Proclamation	Backup Material

Proclamation

In Appreciation of Deby Childress
Volunteer of the Year 2023

WHEREAS, Volunteerism has never been needed more than it is today. Countless Americans have found unique and innovative ways to spread joy and meet the emotional, physical, creative, and spiritual needs of others, and

WHEREAS, there are many volunteers in our community who selflessly dedicate their time and effort by helping others in their local government, church, community organizations, hospitals, and other worthy endeavors; and

WHEREAS, Deby Childress has shown that she is a volunteer who is a vital part of our City's future and its growth potential and she is someone who has truly put Bee Cave on the Map for culture and creativity for the past several years; and

WHEREAS, Ms. Childress has helped showcase Bee Cave to the world and all the artistic talent in our community from ongoing art exhibitions to a community-based interactive exhibit for our sculpture park to creating an international alliance of artists and even an award-winning light and music festival; and

WHEREAS, Every single day, Ms. Childress volunteers her time to run the Hive, which is the location of the Bee Cave Arts Foundation, and works with local students, organizations, and adult artists on a myriad of projects that directly benefit, education and entertain our community; and

WHEREAS, Ms. Childress has built an alliance between Bee Cave and Paestum, Italy which has already resulted in local students visiting Italy and having their artwork featured in the City; and

WHEREAS, the City of Bee Cave wants this opportunity to recognize and honor Deby Childress who selflessly invests in the lives of others. These ordinary citizens make extraordinary contributions to individuals, families, neighborhoods, and communities, and

WHEREAS, Ms. Childress's actions and dedication to the City has earned her the admiration and respect from the City Council, City employees and the community we serve.

NOW THEREFORE, BE IT PROCLAIMED, that I, Kara King, Mayor of the City of Bee Cave, and on behalf of the entire City Council, do hereby extend our sincere appreciation to Deby Childress for her many hours of volunteer service to the City of Bee Cave. I am happy to award her the title of "Bee Cave Volunteer of the Year" for 2023.

Dated this 14th day of December, 2023.

_____

Kara King, Mayor
City of Bee Cave

City Council Meeting
12/12/2023
Agenda Item Transmittal

Agenda Item:	**8.A.**
Agenda Title:	**Consider approval of the minutes of the Regular Session conducted on November 14, 2023.**
Council Action:	**Approve**
Department:	**City Secretary**
Staff Contact:	**Kaylynn Holloway, City Secretary**

1. INTRODUCTION/PURPOSE

2. DESCRIPTION/JUSTIFICATION

a) Background

b) Issues and Analysis

3. FINANCIAL/BUDGET

Amount Requested	Fund/Account No.
Cert. Obligation	GO Funds
Other source	Grant title
Addtl tracking info	

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

ATTACHMENTS:

Description	Type
Minutes of November 14, 2023	Backup Material

MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL
CITY OF BEE CAVE
November 14, 2023

STATE OF TEXAS §
COUNTY OF TRAVIS §

Present:

Kara King, Mayor
Andrew Clark, Mayor Pro Tem
Kevin Hight, Council Member
Andrew Rebber, Council Member
Andrea Willott, Council Member

Absent:

Courtney Hohl, Council Member

City Staff:

Clint Garza, City Manager
Rebecca Regueira, Deputy City Secretary
Thomas Gwosdz, Attorney
Lindsey Oskoui, Assistant City Manager
Megan Will, Planning & Development Director
Jenny Hoff, Communications Director
Dori Kelley, Communications Specialist
Brian Jones, Police Chief

Call to Order and Announce a Quorum is Present

With a quorum present, the regular meeting of the Bee Cave City Council was called to order by Mayor King at 6:00 p.m. on Tuesday, November 14, 2023.

Recognition and moment of silence

The City Council recognized staff anniversaries and Megan Will's last day employed by the City.

Citizen Comments.

There were no citizen comments at this time.

Staff Comments.

Communication Specialist Dori Kelley reported on the Bee Cave on Ice event.

Consent Agenda.

A. Consider approval of the minutes of the Special Session conducted on October 23, 2023.
B. Consider approval of the minutes of the Regular Session conducted on October 24, 2023.

MOTION: A motion was made by Council Member Hight, seconded by Council Member Rebber, to approve the Consent Agenda Items A & B.

The vote was taken on the motion with the following result:

Voting Aye:	Mayor King, Mayor Pro Tem Clark, Council Members Hight, Rebber and Willott
Voting Nay:	None
Absent:	Council Member Hohl

The motion carried 5-0.

Discuss and consider action on Ordinance No. 520 annexing a portion of State Highway 71 Right-Of-Way, a total of 11.13 acres.

Assistant City Manager Lindsey Oskoui reported on this item.

MOTION: A motion was made by Mayor Pro Tem Clark, seconded by Council Member Rebber, to approve Ordinance No. 520 annexing a portion of State Highway 71 Right-Of-Way, a total of 11.13 acres.

The vote was taken on the motion with the following result:

Voting Aye:	Mayor King, Mayor Pro Tem Clark, Council Members Hight, Rebber and Willott
Voting Nay:	None
Absent:	Council Member Hohl

The motion carried 5-0.

Public hearing, discussion, and possible action on Ordinance 521 designating a zoning classification of Public District for an approximately eleven-acre tract located on W State Highway 71 that is anticipated to be annexed into City Limits via Ordinance 520 on November 14, 2023.

City Planner Sean Lapano reported on this item.

Mayor King opened the public hearing at 6:13 p.m.

There being no one wishing to provide public testimony, the public hearing closed at 6:13 p.m.

MOTION: A motion was made by Council Member Rebber, seconded by Mayor Pro Tem Clark, to approve Ordinance 521 designating a zoning classification of Public District for an approximately eleven-acre tract located on W State Highway 71 that is anticipated to be annexed into City Limits via Ordinance 520 on November 14, 2023

The vote was taken on the motion with the following result:

Voting Aye:	Mayor King, Mayor Pro Tem Clark, Council Members Hight, Rebber and Willott
Voting Nay:	None
Absent:	Council Member Hohl

The motion carried 5-0.

Public hearing, discussion, and possible action on Ordinance 522 amending the City of Bee Cave Unified Development Code (UDC) regulations including but not limited to Subdivision (Platting), Zoning, Signs, Drainage and Water Quality, Lighting, Landscaping and Tree Preservation.

Planning and Development Director Megan Will reported on this item.

Mayor King opened the public hearing at 6:17 p.m.

There being no one wishing to provide public testimony, the public hearing closed at 6:17 p.m.

MOTION: A motion was made by Council Member Hight, seconded by Council Member Rebber, to approve Ordinance 522 amending the City of Bee Cave Unified Development Code (UDC) regulations including but not limited to Subdivision (Platting), Zoning, Signs, Drainage and Water Quality, Lighting, Landscaping and Tree Preservation.

The vote was taken on the motion with the following result:

Voting Aye:	Mayor King, Mayor Pro Tem Clark, Council Members Hight, Rebber and Willott
Voting Nay:	None
Absent:	Council Member Hohl

The motion carried 5-0.

Discuss and consider action on Ordinance No. 523 amending Appendix A (Fee Schedule) of the Bee Cave Code of Ordinances.

Ms. Will presented this item.

MOTION: A motion was made by Council Member Hight, seconded by Council Member Willott, to approve Ordinance No. 523 amending Appendix A (Fee Schedule) of the Bee Cave Code of Ordinances.

The vote was taken on the motion with the following result:

Voting Aye:	Mayor King, Mayor Pro Tem Clark, Council Members Hight, Rebber and Willott
Voting Nay:	None
Absent:	Council Member Hohl

The motion carried 5-0.

Discuss and consider action on Resolution No. 2023-18 supporting the Highway Safety Improvement Program with the Texas Department of Transportation.

City Engineer Kevin Sawtelle presented this item.

MOTION: A motion was made by Mayor Pro Tem Clark, seconded by Council Member Rebber, to approve Resolution No. 2023-18 supporting the Highway Safety Improvement Program with the Texas Department of Transportation.

The vote was taken on the motion with the following result:

Voting Aye:	Mayor King, Mayor Pro Tem Clark, Council Members Hight, Rebber and Willott
Voting Nay:	None
Absent:	Council Member Hohl

The motion carried 5-0.

Discuss and consider action on a contract with Rogers-O'Brien for Construction Manager-at-Risk (CMAR) services for the new Bee Cave Public Safety Building and authorize the City Manager to execute.

Brian Jorgensen, Project Manager with Turner & Townsend Heery, presented this item.

MOTION: A motion was made by Council Member Rebber, seconded by Council Member Hight, to approve a contract with Rogers-O'Brien for Construction Manager-at-Risk (CMAR) services for the new Bee Cave Public Safety Building and authorize the City Manager to execute.

The vote was taken on the motion with the following result:

Voting Aye:	Mayor King, Mayor Pro Tem Clark, Council Members Hight, Rebber and Willott
Voting Nay:	None
Absent:	Council Member Hohl

The motion carried 5-0.

Discuss and consider action to authorize staff to publish request for proposals for Grant Writing professional services for the City of Bee Cave Capital Improvement Projects.

Mr. Jorgensen presented this item.

MOTION: A motion was made by Council Member Hight, seconded by Council Member Rebber, to authorize staff to publish request for proposals for Grant Writing professional services for the City of Bee Cave Capital Improvement Projects.

The vote was taken on the motion with the following result:

Voting Aye:	Mayor King, Mayor Pro Tem Clark, Council Members Hight, Rebber and Willott
Voting Nay:	None
Absent:	Council Member Hohl

The motion carried 5-0.

Discuss and consider action on a Memorandum of Understanding between the City of Bee Cave Municipal Court and the Village of the Hills, Texas for hosting and operating municipal court under concurrent jurisdiction.

This item was not considered at this meeting.

Executive Session:

The City Council closed the Open Session at 6:29 p.m. to convene in Executive Session.

At this point in the meeting, Mayor King publicly announced that a closed, executive session would be held and identified the section of the Open Meeting Law under which the meeting would be held.

Executive session in accordance with the Texas Government Code, Section 551-072 – Deliberation regarding real property; Section 551.071 - Consultation with Attorney regarding pending or contemplated litigation or a settlement offer, or on any matters in which the Attorney has a duty to the City under the Texas Disciplinary Rules of Professional Conduct that clearly

conflicts with the provisions of the Open Meetings Law. A quorum of the City Council will be present for the executive session.

A. Consultation with Attorney regarding pending litigation styled *Citizens for Preservation of The Brown Property v. City of Bee Cave*.
B. Deliberation regarding the potential acquisition of real property for public purposes.
C. Consultation with attorney regarding legal issues associated with city's intellectual property rights, marketing campaigns, promotional product distribution and updates in state law.

The City Council closed the Executive Session at 7:07 p.m. and reconvened in Regular Session.

Adjournment:

MOTION: A motion was made by Council Member Hight, seconded by Council Member Rebber, to adjourn.

The vote was taken on the motion with the following result:

Voting Aye:	Mayor King, Mayor Pro Tem Clark, Council Members Hight, Rebber and Willott
Voting Nay:	None
Absent:	Council Member Hohl

The motion carried 5-0.

The City Council meeting adjourned at 7:07 p.m.

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

_____
Kara King, Mayor

ATTEST:

_____
Kaylynn Holloway, City Secretary

City Council Meeting
12/12/2023
Agenda Item Transmittal

Agenda Item:	**8.B.**
Agenda Title:	**Consider approval of a contract with Wells Fargo Bank for Bank Depository Services**
Council Action:	**Approve as Submitted**
Department:	**Finance**
Staff Contact:	**Administration**

1. INTRODUCTION/PURPOSE

The purpose of this agenda item is for the Council to Consider approval of a contract with Wells Fargo Bank for Bank Depository Services.

2. DESCRIPTION/JUSTIFICATION

a) Background

We currently are provided with bank depository services by Wells Fargo Bank. We originally established our relationship with Wells Fargo in 2008 when the local branch located in the Hill Country Galleria opened. The Public Funds Investment Act (PFIA) recommends issuance of a Request for Proposal (RFP) for bank depository services every 3-5 years. Our last publication of an RFP was in 2019 and awarded to Wells Fargo Bank.

b) Issues and Analysis

We published our RFP November 6th, 2023, and received four (4) detailed responses. If interested in the document details, they are retained and available for review by contacting the City Secretary. We were fortunate that all four (4) responses were very well-qualified from the following financial institutions:

Keystone Bank
Texas Regional Bank
Prosperity Bank
Wells Fargo Bank

Three of the respondents have branch locations in Bee Cave and in close proximity to City Hall with the Prosperity Bank branch located on RR 620 in Lakeway. All responses included the required fiduciary and financial reporting necessary to fulfill the obligations of the bank depository agreement. Additionally, all fees - if any - associated with daily bank transactions are and would be offset by the interest earnings on the primary

bank account.

In addition to our primary general checking account that includes daily transactions, we are required to also maintain a safe deposit account (money market). Further and additionally, our accounts have collateralization requirements of PFIA that are much more stringent for government accounts. All four responses are able to meet the requirement criteria.

We are a unique municipal customer due primarily to the fact that we are not a utility provider like many other cities. This significantly reduces our daily transaction activity. Additionally, we employ an extremely robust City-issued credit card program that dramatically reduces our monthly check issuance transaction volume. We do a lot of electronic banking because it is significantly more efficient. All that being said, it's probably one of the reasons we "*only*" received 4 responses to our RFP.

In conclusion, we are extremely fortunate to have received the responses to our request and would likely be OK banking with any of them. We recommend awarding our Bank Depository contract to Wells Fargo given their performance to date, the interest earnings estimates provided, the costs associated with the account(s) and perhaps just as importantly, their well-established credit card program.

We sincerely appreciate all of the responses we received. While the bank depository contract is important, we will continue to cultivate our relationship with local banks for other possible future investment opportunities and debt service issuance.

3. FINANCIAL/BUDGET

Amount Requested	Fund/Account No.
Cert. Obligation	GO Funds
Other source	Grant title
Addtl tracking info	

4. TIMELINE CONSIDERATIONS

The current agreement expires February, 2024.

5. RECOMMENDATION

Approve the contract with Wells Fargo Bank for Bank Depository Services and authorize the City Manager to execute.

City Council Meeting
12/12/2023
Agenda Item Transmittal

Agenda Item:	**8.C.**
Agenda Title:	**Consider approval on Resolution No. 2023-19 appointing Council Member Kevin Hight as the City of Bee Cave representative on the Central Texas Clean Air Coalition**
Council Action:	**Discuss and Consider Action**
Department:	**Planning and Development**
Staff Contact:	**Amanda Padilla, Senior Planner**

1. INTRODUCTION/PURPOSE

The purpose of this agenda item is for Council to consider action regarding an appointment to the Clean Air Coalition.

2. DESCRIPTION/JUSTIFICATION

a) Background

In September of 2015, the City Council took action to approve Resolution No. 2015-03 to join the Clean Air Coalition (CAC). As a General member of the CAC, the city is required to appoint a representative. Each general member's governing body appoints by resolution one elected official to serve on the Coalition and shall provide written notification to the CAPCOG staff liaison.

City Council Member Hight has taken on the role of the City of Bee Cave Representative since January 2022; Council Member Willott preceded him. The CAC two-year terms run from the beginning January of each even-numbered year to the end of December of each odd-numbered year.

In addition to the appointment of a Clean Air Coalition Member, there is a need for the reaffirmation of a member to the Clean Air Coalition Advisory Committee (CACAC). This individual serves as the staff lead committee member that helps advise the CAC. Currently, I, Amanda Padilla, fulfill this role and am pleased to continue with Sean Lapano as backup in my absence. It is important to note that this reappointment does not necessitate any action from the City Council.

b) Issues and Analysis

The term of service is for January 1, 2024 - December 31, 3025.

3. FINANCIAL/BUDGET

Amount Requested	Fund/Account No.
Cert. Obligation	GO Funds
Other source	Grant title
Addtl tracking info	

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Approval of Resolution 2023-19.

ATTACHMENTS:

Description	Type
Resolution No. 2023-19	Resolution Letter
CAC Bylaws	Backup Material

RESOLUTION NO. 2023-19

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF BEE CAVE, TEXAS, TO APPOINT AN ELECTED OFFICIAL TO THE CENTRAL TEXAS CLEAN AIR COALITION FOR THE 2024-2025 TERM

WHEREAS, The Central Texas Clean Air Coalition, herein after known as the "Clean Air Coalition" members are organizations that support the regional efforts to improve and protect air quality in the Austin-Round Rock-San Marcos Metropolitan Statistical Area (MSA); and

WHEREAS, General members of the Clean Air Coalition shall be local governments or Independent School Districts within the Austin-Round Rock-San Marcos MSA that have ratified the current clean air plan, committing to implementing selected emission reduction measures; and

WHEREAS, Each general member must appoint one elected official from their governing body to serve on the Clean Air Coalition; and

WHEREAS, Appointed elected official will participate in the Clean Air Coalition representing Bee Cave, Texas in accordance with the coalition bylaws; and

WHEREAS, General member's governing body shall provide written notification to the CAPCOG staff liaison of the appointed Clean Air Coalition representative.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BEE CAVE, TEXAS, THAT:

Kevin Hight be appointed as the City of Bee Cave Representative to the Clean Air Coalition for the term beginning January 1, 2024 and set to expire on December 31,2025.

PASSED & APPROVED this, the _____ day of _____, by a vote of _____(ayes) to _____(nays) to _____(abstentions) of the City of Bee Cave, Texas City Council.

CITY OF BEE CAVE, TEXAS:

By:

_____

Kara King, Mayor

ATTEST:

By: _____

Kaylynn Holloway, City Secretary

Central Texas Clean Air Coalition
of the
Capital Area Council of Governments

Article I – Name, Purpose, Responsibilities

The Central Texas Clean Air Coalition, herein after known as the "CLEAN AIR COALITION", is a voluntary, unincorporated association which became linked with the Capital Area Council of Governments (CAPCOG) by a resolution that was adopted November 13, 2002.

The purpose of the CLEAN AIR COALITION is:

- To develop, adopt and implement a clean air plan to achieve and maintain compliance with federal air quality standards in Bastrop, Caldwell, Hays, Travis and Williamson Counties;
- To establish and monitor a regional effort toward the improvement of air quality;
- To develop policies and strategies that will provide guidance for each of its independent governing bodies about actions that will achieve clean air in Central Texas;
- To work cooperatively to achieve clean air standards that will protect public health and yet allow local governments and other organizations the flexibility to select measures best-suited to their needs and resources; and
- To provide the CAPCOG Executive Committee with recommendations for administering funding provided by local sources for the purpose of supporting the regional air quality plan or program implementation, assessment, and improvement activities in Central Texas.

Article II – Membership

Members

CLEAN AIR COALITION members are organizations that support the regional effort toward improvement of air quality in the Metropolitan Statistical Area (MSA) for the Austin Urbanized Area, as defined by the Office of Management and Budget (OMB).

Membership Categories

There are two categories of membership for the CLEAN AIR COALITION: general members and supporting members.

General members shall be local governments or Independent School Districts (ISDs) within the MSA for the Austin Urbanized Area. The governing boards of general members must ratify the current clean air plan and commit to implementing selected emission reduction measures.

Supporting members shall act within their individual organizations to support the purpose of the CLEAN AIR COALITION and report their actions to the CLEAN AIR COALITION or CAPCOG liaison upon request.

Supporting members are not required to appoint a representative to the CLEAN AIR COALITION meetings and are not allowed to vote.

While organizations other than local governments or school districts in the MSA may be supporting members, only local governments or ISDs in the MSA may participate in the CLEAN AIR COALITION as general members.

Changes in Membership Categories

Members may change their membership category if they meet eligibility requirements and are endorsed by a majority vote of the CLEAN AIR COALITION.

Representatives

Representatives to the CLEAN AIR COALITION will include elected officials appointed by governing bodies of the general members of the CLEAN AIR COALITION. Each general member's governing body appoints by resolution one elected official to serve on the Coalition and shall provide written notification to the CAPCOG staff liaison.

Terms

1. The term of appointment for a representative shall begin on the date of appointment by the representative's governing body, and will terminate December 31st in odd numbered years.
2. There is no limit to the number of times that a representative may be re-appointed. In the case of a vacancy, the CAPCOG staff liaison shall notify the representative's governing body and that body shall appoint a replacement

Vacancy

A vacancy occurs when:

1. A representative dies;
2. A representative's term expires and the representative is not reappointed;
3. A representative is no longer an elected official;
4. A representative resigns in writing to the Committee Chair with notification to the CAPCOG liaison; or
5. A representative is removed.

Attendance

1. Representatives are expected to attend all meetings; attendance records will be maintained.
2. If within one calendar year a representative misses (and does not send a proxy) two (2) consecutive meetings the member's governing body will be notified in writing. The representative's governing body will have the option of replacing the member, if appropriate.
3. A representative may designate a proxy to attend regular and special meetings in that representative's place. The proxy's attendance will be credited for the representative's annual

attendance but will not be counted toward the quorum. The designated proxy will not be eligible to vote, but may participate in discussion as needed to communicate the support, concerns, or questions of the organization being represented.

4. If a representative is unable to attend a scheduled meeting, notification must be made to the CAPCOG Committee liaison at least two business days prior to the meeting for an absence to be excused.

New Members

CLEAN AIR COALITION membership may be expanded by majority vote of the CLEAN AIR COALITION. If a new member is eligible for more than one membership category, it may choose the membership category under which it wishes to participate.

Article III - Officers

Election

Election of a Chair and up to two (2) Vice-Chairs will occur at the first meeting of the calendar year, with the following representation:

- At least one (1) officer from a local governing bodies in Travis County;
- At least one (1) officer from a local governing body in either Williamson or Hays Counties; and
- Up to one (1) additional officer from a local governing body in any of the MSA counties.

If a city or ISD crosses county boundaries, it will be considered located in the county where the largest number of its residents reside.

Terms

1. Officers serve one-year terms.
2. Officers may serve a maximum of two (2) consecutive terms.
3. An officer may serve one-half of an unexpired term or less without it counting as a full term for the purposes of calculating term limits.

Vacancy

In the event an Officer is unable to fulfill his/her term, the CLEAN AIR COALITION may elect a replacement at the next regular meeting to serve the remainder of the term.

Duties

1. The Chair shall preside at all meetings of the CLEAN AIR COALITION.
2. Vice-Chairs shall perform all the duties of the Chair in the case of absence or disability and such other duties as may arise, from time to time, when required or requested by the CLEAN AIR COALITION.
3. In case the Chair and Vice-Chairs are absent or unable to perform their duties, the CLEAN AIR COALITION may appoint a Chair pro tem.

Other Officers

The CLEAN AIR COALITION may elect other Officers from time to time to carry out its responsibilities. This may be done by a simple majority vote of the CLEAN AIR COALITION members at any regularly scheduled meeting where a quorum is present.

Article IV - Meetings

Regular Meetings

1. The CLEAN AIR COALITION shall meet on a day, time and place specified by the Chair of the CLEAN AIR COALITION.
2. Written notice, including an agenda, of each regular meeting shall be prepared by the CAPCOG liaison and mailed, or electronically transmitted, or hand-delivered to each CLEAN AIR COALITION representative at least five (5) business days before the meeting date.
3. The Chair has the discretion to allow meetings to be conducted via teleconference or video conference.

Special Meetings

1. The CLEAN AIR COALITION shall meet specially, if called by the CLEAN AIR COALITION Chair or requested in writing by at least one-third of the representatives, excluding vacancies.
2. A request by the membership for a special meeting must be in writing, addressed to the Chair, and describing the purpose or purposes of the meeting. Only business reasonably related to the purpose or purposes described in the request may be conducted at a special meeting.
3. Notice of any special meeting shall be given at least 72 hours prior to the special meeting.

Quorum and Action

1. Appointed representatives from jurisdictions located in three Counties constitute a quorum for conducting CLEAN AIR COALITION business.
2. A majority vote of the appointed representatives present at an established quorum meeting is necessary for action by the CLEAN AIR COALITION for the entire meeting.

Open Meetings and Records

1. All meetings of the CLEAN AIR COALITION shall be open to the public. It is the intention of the CLEAN AIR COALITION that meetings be open to the public.
2. Minutes or meeting notes of the CLEAN AIR COALITION meetings, documents distributed and other records are the property of CAPCOG and will be maintained in accordance with CAPCOG's Records Retention Schedule. These materials are available for public view, at the CAPCOG offices, upon receipt of a written request by the interested party.
3. Except where these bylaws require otherwise, *Robert's Rules of Order* shall govern the conduct of CLEAN AIR COALITION meetings.

Professional Conduct

CLEAN AIR COALITION representatives should maintain objectivity and professionalism when carrying out business of the CLEAN AIR COALITION. Committee members will not discriminate based on race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or age. In the event that a Committee member acts in a manner which brings the work of the Committee into question or

controversy, it shall be the responsibility of the CAPCOG Executive Director to address the incident and if appropriate, to recommend removal from the committee.

Sub-Committees:
The CLEAN AIR COALITION may create ad hoc committees or technical sub-committees as deemed appropriate.

Article V – Amendments by the Clean Air Coalition

Authority of the CLEAN AIR COALITION
CLEAN AIR COALITION may amend these bylaws at a regular or specially called meeting. The written text of a proposed amendment must be included with the notice of the meeting at which the amendment will be considered.

Effective Date
An Amendment to the bylaws takes effect when approved by the CLEAN AIR COALITION unless the amendment specifies a later effective date. Copies of amended bylaws will be distributed to CLEAN AIR COALITION representatives by the CAPCOG liaison.

Bylaws History
Adopted January 9, 2002
Amended October 15, 2003
Amended June 26, 2009
Amended May 8, 2013
Amended February 10, 2016
Amended May 8, 2019

City Council Meeting
12/12/2023
Agenda Item Transmittal

Agenda Item:	**9.**
Agenda Title:	**Discuss and consider action on award of Solid Waste Collection, Recycling, and Disposal Services to Texas Disposal Systems and authorize the City Manager and Counsel to negotiate terms; authorize Mayor King to execute a contract.**
Council Action:	**Discussion and possible action**
Department:	**Administration**
Staff Contact:	**Rebecca Regueira, Executive Assistant/Lindsey Oksoui, Assistant City Manager**

1. INTRODUCTION/PURPOSE

The purpose of this item is to discuss and consider action on a recommendation of award of contract to Texas Disposal Systems to provide residential waste collection services within the City of Bee Cave incorporated limits and authorize the City Manager and Counsel to negotiate a contract for execution by Mayor King.

2. DESCRIPTION/JUSTIFICATION

a) Background

During the '22-'23 budget process Council requested staff prepare an RFP for solid waste services within the city. To date, trash/recycling services in this city are either negotiated by an HOA/POA/COA or with individual homeowners where a formal association does not exist.

During the discussion, Council expressed a preference for uniformity in services and pricing throughout the city.

On June 27 of this year, Council instructed staff to put forth a request for proposals (RFP) for residential solid waste services. The RFP was posted on July 28, 2023.

b) Issues and Analysis

Staff has completed our scoring process and is prepared to make a recommendation to Council. Among the three proposals received, Texas Disposal Systems was the most in line with our needs and expectations. In their proposal, they provided three service options.

Considering that the majority of residents in the city have weekly trash and recycling collection, we are recommending Option 2 which provides once a week trash pickup (96-gallon cart plus three (3) 30-gallon bags and once a week recycling collection (96-gallon cart).

3. FINANCIAL/BUDGET

Amount Requested	Fund/Account No.
Cert. Obligation	GO Funds
Other source	Grant title
Addtl tracking info	

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Staff recommends award of the Solid Waste Collection, Recycling, and Disposal Services contract to Texas Disposal Systems, authorize City Manager and City Attorney to negotiate terms, authorize Mayor to execute the contract.

ATTACHMENTS:

Description	Type
Solid Waste RFP	Backup Material

NOTICE OF REQUEST FOR PROPOSALS (RFP)

City:	City of Bee Cave, Texas
City's Address:	City Secretary's Office, 4000 Galleria Parkway Bee Cave, Texas 78738 Phone: 512-767-6641
Project:	**SOLID WASTE COLLECTION, RECYCLING AND DISPOSAL SERVICES CITY OF BEE CAVE**

The City of Bee Cave is seeking proposals for Solid Waste Collection, Recycling and Disposal Services.

The deadline for physical delivery of proposals to the City Secretary's Office is **September 5, 2023, at 3:00 PM.** To receive a copy of the complete RFP, please see the City's website at www.beecavetexas.gov or contact City Secretary, Kaylynn Holloway, via e-mail at kholloway@beecavetexas.gov.

A non-mandatory pre-proposal conference will be held **at 2:00 PM, August 24th, 2023** at 4000 Galleria Parkway.

The City of Bee Cave reserves the right to reject any and all Responses.

Questions or concerns regarding this RFP will be directed to Rebecca Regueira, Executive Assistant, at rregueira@beecavetexas.gov .

REQUEST FOR PROPOSAL

Solid Waste Collection, Recycling and Disposal Services

City of Bee Cave, Tx.

The City of Bee Cave will receive sealed proposals for the following project:

PROJECT:	Solid Waste Collection, Recycling and Disposal Services
DUE DATE AND TIME:	**Tuesday, September 5, 2023, 3:00 p.m.**
SUBMISSION LOCATION:	Bee Cave City Hall City Secretary 4000 Galleria Bee Cave, Texas 78738 Personal Delivery or U.S. Mail accepted. No submissions by fax or email.
PRE-PROPOSAL CONFERENCE:	**Thursday, August 24, 2023, 2:00 p.m.**
DEADLINE FOR INQUIRIES:	**Friday, August 25, 2023, 5:00 p.m.**
INQUIRY SUBMISSIONS:	If additional information is necessary, questions must be submitted in writing and will be accepted by: Rebecca Regueira, Executive Assistant rregueira@beecavetexas.gov
TYPE OF WORK:	Residential collection, transport, and disposal of municipal solid waste, including refuse, yard waste, bulky waste and recycling from within the contiguous City Limits to a disposal or processing site identified by the Applicant.
COSTS:	The proposal shall include the cost of collection, transport, and disposal of solid waste and all such residues or byproducts of such disposal processing and treatment. The proposal shall also include recycling options and pricing.

A. PURPOSE

The City of Bee Cave ("City") is requesting proposals from interested and qualified Contractors ("Applicant") to provide the City with residential solid waste and recycling collection, transport, and disposal or processing ("Project") within the contiguous City limits ("Contract Area").

This is a proposal package for residential solid waste and recycling collection and disposal services for the City as publicly advertised in the *Austin American Statesman* and as posted on the City's website. All information required for preparing this proposal is included in this proposal package.

Applicants are invited to submit proposals in accordance with the requirements of this competitive sealed Request for Proposal ("RFP"). Please read the entire package before preparing your proposal.

The Applicant must return this document with all information required for proper analysis of the Applicant's response.

Applicants are requested to provide the following services for residential locations within the Contract Area.

1. Solid waste, bulky waste, yard waste and brush collection, processing and/or disposal;
2. Recycling collection, processing and/or disposal;
3. Composting – item is not a requirement but if the Applicant provides composting services, include details regarding this service.

Applicants must provide estimates based on a once-per-week solid waste collection. Recycling estimates can be provided on a once-per-week.

This RFP is intended to describe the services required to fulfill the City's needs, but not to describe or limit the technologies an Applicant may use to provide such services. Applicant represents, by submitting a proposal, that the Applicant has the tools, expertise, technology, and capacity to provide these services, and the Applicant is encouraged to propose innovative and environmentally safe procedures to implement the requirements of the Contract. The City will expect and demand quality service from the successful Applicant at all times.

B. GENERAL INFORMATION

1. Applicant Requirements & Responsibilities

The City is dedicated to responsive and customer-focused solid waste services for the citizens of the City of Bee Cave. The City is interested in proposals from Applicants with a strong commitment to excellent customer service, which will work well with the City Council, city staff, and citizens and promote and support core values of trust, teamwork, effective communication, professionalism, and quality of life. The ideal company will be customer-focused, responsive,

innovative, friendly, and committed to offering Bee Cave residents quality service. The City desires a partnership, which recognizes quality management driven by value and a strong work ethic, not just "the bottom line."

The work to be done consists of furnishing all labor, tools, equipment and materials, supplies and services to perform all work and services necessary to satisfactorily collect all Residential Refuse and Recyclable Materials from Residential Customers within the Contract Area, transport collected Residential Refuse to a Disposal Site and collected Recyclable Materials to a recycling facility, and perform all other work or services incidental to refuse collection and transportation services in strict accordance with the terms and provisions of this Proposal and attached Agreement. Refer to Exhibit A for the definitions pertinent to this Proposal.

a. Solid Waste Disposal

The Applicant will provide Solid Waste collection and disposal to all Residential Customers within the Contract Area.

Curbside Residential Refuse and Bundle collection will be provided to each Residential Customer once per week; provided, that (i) such Residential Refuse is placed in Carts, and up to an aggregate total of eight (8) additional Bags and/or Bundles, and (ii) such Carts, Bags, Bundles are placed within five (5) feet of the curbside of the right of way adjacent to the Residential Customer no later than 8:00 a.m. on the scheduled collection day. Collection services will occur only between the hours of 8:00 a.m. and 6:00 p.m. on the collection day. Regular solid waste collection may not occur on a Saturday or Sunday. If a regular collection day falls on Thanksgiving Day, Christmas Day or New Year's Day, the Applicant is not obligated to collect on these holidays; however, the Applicant must provide collection service at least once per week, ideally the day after the holiday. The Applicant must notify the City of the holiday collection schedule in writing each January. The Applicant may establish reasonable rules for the collection service; however, the rules must be approved in advance by the City Manager or designated appointee of the City.

All solid waste collected under this proposed contract must be collected and transported to a TCEQ permitted Disposal Site in compliance with applicable legal requirements. All costs of transportation and disposal will be the responsibility of the Applicant.

Nothing in this proposal requires the Applicant to collect Hazardous Waste or waste, in any amount, which is regulated under Federal or State Law. Liability for Hazardous Waste shall remain with the generator of such materials.

b. Solid Waste Collection Service to City Buildings and Facilities

i. Refuse Collection Service for City Buildings & Facilities

The Applicant agrees to provide refuse collection services to all current and future buildings and facilities including parks and greenbelts owned by the City, at no additional charge. The City retains the right to approve the container size and number of weekly collections required for each of their respective buildings and facilities. The

Applicant agrees to provide refuse collection and containers for special City events at no additional charge. A list of City Properties is attached hereto as Exhibit A.

c. Recycling

The Applicant will collect Recyclable Materials from Residential Customers one (1) time per week or every other week, contingent on proposal pricing; provided, that (i) such Recyclable Materials are placed in the Recycling Cart provided by the Applicant and (ii) are placed within five (5) feet of the curbside or right of way adjacent to the Residential Unit no later than 8:00 a.m. on the scheduled collection day.

i. Annual Public Service Announcement

Applicant will provide information and work with the City on an annual public service announcement each year.

ii. Marketing and Reports

The Applicant will retain responsibility for the marketing of all single stream recyclable materials. The Applicant will provide the City with a written report in January and July, containing participation, the volume of single stream recyclable materials collected and the name of the processing facility to which the single stream recyclable materials were delivered. The city reserves the right to approve the form of the recycling report.

d. Carts

The Applicant will provide each Residential Customer within the City with one (1) Cart and one (1) Recycling Cart at no additional cost to the City. Residential Customers will be allowed a maximum of two (2) Carts and two (2) Recycling Carts.

e. Special Services

i. Special Pick-Up Services Requested by a Residential Customer

The Applicant shall offer special pick-up services. Special pick-up services shall consist of materials requiring special handling (excluding Hazardous Waste), such as items not meeting Applicant's specifications for material placed in Carts. Special pick-up shall be requested by the customer and arrangements for payment shall be made between the Applicant and the Customer. The Applicant must provide billing insert flyers denoting the criteria, rules, and regulations for these special pick-up services. The City retains the right to approve the criteria, rules, regulations, and flyers noted above.

ii. "Call-In" for Bulky-Trash Curbside Pickup

The Applicant shall provide once per week curbside bulky-trash pickup for its Residential Customers at no additional charge provided that advance notification is

given to the City. Materials to be picked up shall include Bulky Trash and Brush. The Applicant must provide billing insert flyers denoting the criteria, rules, and regulations for these bulky trash pickups. The City retains the right to approve the criteria, rules, regulations, and flyers noted above.

iii. Storms and Other Disasters

The work under this Proposal does not include the collection and disposal of any significant increased volume resulting from a flood, tornado or any other act of God, over which the Applicant has no control. In the event of such flood, tornado, or any other act of God, the Applicant and the City will negotiate the payment to be made to the Applicant.

f. Collection Routes

The Applicant shall establish collection routes and schedules that satisfy the requirements of this Proposal and maximize the efficiency of the Applicant's operations. The routes established under this Proposal shall be separate from the routes the Contractor uses for the Collection of Solid Waste and Program Recyclables generated in another municipality. The Applicant shall submit its proposed Collection routes and schedules to the City Manager or designee as part of the Contractor's Collection Plan. The proposed Collection routes and schedules shall be subject to the City Manger's or designee's approval. After approval is granted, the Contractor shall provide Collection Services in accordance with the approved routes and schedules in the Collection Plan.

2. Generation of Materials

Future increases or decreases in population, number of residential units, or volume of solid waste and other materials in the contract area cannot be accurately predicted or guaranteed. Therefore, it is expected that Applicants will project the volume or weight of materials to be generated and collected for proposal purposes, based on information provided with this RFP or derived from any other public information sources.

3. Billing Services

The Applicant shall submit statements to and collect from all Residential Customers for services provided by the Applicant. Each Residential customer shall be billed no less frequently than quarterly, in advance.

4. Performance Standards

The following performance standards shall be applicable for the purpose of contract monitoring and performance; enhancing sanitary and aesthetic living conditions; protecting the environment; delivering consistent, reliable, convenient, and safe services; providing respectful, friendly, responsive communications with customers; and showing a continuing commitment to the community.

(a) Residential carts shall be replaced upright, with lids closed, within five (5) feet of customer's placement without obstructing traffic, blocking driveways, or damaging landscaping.

(b) Residential collection areas shall be free of litter and debris within a ten-foot (10) radius of the carts. Applicant is not required to clean up, collect or dispose of any loose or spilled litter and debris not caused by the Applicant.

(c) Applicant shall make all reasonable efforts to collect waste and refuse regardless of barriers (i.e., blocked streets) except when safety and health of the Applicant's employees or public health is placed in danger.

(d) Applicant shall make every effort to maintain a consistent route schedule.

(e) Applicant will not leave loose trash, which, during collection, may fall in the streets or yards of the residents, and will make every reasonable effort to keep the City clean and free of litter.

(f) Drivers of refuse collection vehicles will be expressly forbidden to use their emergency brakes to stop a moving vehicle, except in an emergency threat to the safety of the driver or general public.

(g) If collection of a customer's refuse is missed, upon proper notice, the Applicant will take appropriate measures to retrieve the missed collection, and shall in any event collect all missed collections within a twenty-four (24) hour period and no later than by the end of next business day following the date of the missed service; and the Applicant shall evaluate each missed service so as to attempt to eliminate future misses. For each missed collection the City may require a credit $3.50 on that service month's bill.

5. Applicant Qualifications

To demonstrate qualifications for performing the services required in this RFP and in the subsequent contract if awarded, each Applicant shall include, as a separate attachment/s to the Proposal Cost Form, the following items:

1. List of Applicant's experience with similar projects in Texas;
2. List of the addresses, phone numbers, and person of contact at three (3) or more of the Applicant's current municipal or community customers, *i.e.* references;
3. Applicant's insurance coverage, showing coverage of at least:

Coverage	**Limits of Liability**
Workers Compensation	Minimum amount pursuant to State law
Employer's Liability	$500,000
Commercial General Liability	$1,000,000 per occurrence $2,000,000 aggregate
Bodily Injury and Property Damage	

Liability	
Automobile Bodily Injury	$2,000,000 per occurrence combined
Liability	$1,000,000 each occurrence
Automobile Property Damage	$500,000 each occurrence
Excess Umbrella Liability	$1,000,000 each occurrence

4. List of Applicant's proposed management staff plus resumes of the proposed project leaders;
5. Project organization chart;
6. Description of innovative projects and environmentally safe methodologies recommended by Applicant, if any;
7. Evidence of Applicant's authority to conduct business in the State of Texas;
8. If Applicant is a corporation, a copy of the corporate resolution authorizing Applicant to enter into this transaction;
9. Description of public relations and customer education;
10. Description of quality control methods, complaint management, and resolution procedures;
11. Description of bulky collection;
12. Description of brush pickup;
13. Description of complimentary live Christmas tree collection and recycling options performed annually;
14. Description of recycling options and pricing for said options;
15. Description of composting options and pricing for said options if applicable;
16. Description of any limitations on items to be collected and requirements for preparing unusual items for pickup;
17. Description of the containers to be provided, the time frame for their provision to new customers, and any related policies regarding distribution, replacements, and damage to containers.
18. Discussion of any complimentary or additional services to improve the value taxpayers are receiving, enhance their quality of life, or address special needs;
19. Discussion of complimentary services available for City sponsored events;
20. Discussion of complimentary services available for City facilities.
21. Discussion of methods for handling barriers to collection, including blocked streets;
22. Description of the capital equipment available to provide the proposed services. Note the age, weight, and condition of collection trucks and how many are from line units and how many are spares;
23. Description of the plan to be used to assure that equipment shall be available to meet the service plan at all times;
24. Descriptions of how leakage or debris from vehicles will be minimized and/or handled;
25. Discussion of disposal and processing sites;
26. Discussion of methods for ensuring customer satisfaction and service quality and copies of related company policies;
27. Discussion of how the company will notify the City in case of equipment breakdown or other event that may delay the pickup of solid waste;
28. Discussion of worker training and incentive;
29. Information on charges to the City for unplanned brush and bulky item collection when contracted by the City in the course of performing emergency disaster response; and
30. Discussion of community outreach programs, i.e. scholarships.

6. Applicant Certification

By the submission of the proposal, the Applicant certifies that the proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation; that the Applicant has not directly or indirectly induced or solicited any other Applicant to put in a false or sham proposal; that the Applicant has not solicited or induced any person or corporation to refrain from proposing; and the Applicant has not sought by collusion or otherwise to obtain any advantage over any other Applicant or over the City.

7. Notice to Proceed

The City intends to issue a notice to proceed within thirty (30) days after award of the contract; however such period of time is not binding. Failure to issue the notice to proceed shall not constitute a breach of the contract. The contract starting date is projected to be November 1, 2023.

Municipal residents are currently serviced by various solid waste collection providers pursuant to several agreements. No interruption of existing service from the current provider to the awarded Applicant is permitted. Service transition must be coordinated between the two providers and City staff with the changeover occurring during the months of October 2023 – November 2023. Transition activities are those related, but not limited, to assuming customer accounts and related data; locating disposal sites and establishing disposal facilities; reviewing, current routes; soliciting employees; obtaining and/or setting up equipment (trucks, etc.); and establishing offices and customer service operations.

8. Post-Award Conference

A post-award conference will be scheduled as soon as practical after the award of the contract. The Applicant shall attend the conference along with the prospective job superintendent and any anticipated major subcontractors, if applicable. A proposed implementation schedule shall be submitted to the City. The Applicant shall also provide at least two (2) local telephone numbers which may be used to contact the Applicant or their authorized representative in the event of an emergency after normal business hours. Upon receipt of the documentation identified as required during that conference, a notice to proceed will be issued by the City.

C. DETAILED INFORMATION

1. Compliance with Laws

Each Applicant shall examine the RFP and related solid waste franchise ordinance thoroughly and familiarize himself with all federal, state, and local laws, ordinances, and regulations, including, but not limited to, all rules, regulations, and the restrictive covenants governing the land within the City's jurisdiction, which may, in any manner, affect cost, progress, or performance of the described services.

2. RFP Addendum

The City may amend the RFP at any time before the RFP deadline. Copies of the official changes will be provided in the form of an addendum to all potential Applicants who have requested an RFP and who attended the pre-proposal conference. Any addendum is not official unless it is prepared and distributed in writing by the City.

3. Proposal Preparation

The Proposal Cost Form shall be used and shall not be taken apart or altered, unless otherwise prescribed. The forms shall be typewritten or completed with pen and ink and signed. Proposals submitted by corporations must be signed by the president, vice-president, or other authorized officer and accompanied by the secretary's attestation. Proposals by partnerships should be executed in the partnership's name and signed by a partner whose title must appear under the signature. All erasures or corrections should be initialed and dated by the official signing the proposal.

Applicants are encouraged to carefully review all provisions and attachments of this RFP prior to completion. Each proposal constitutes an offer and may not be withdrawn or amended except as provided herein. Any and all written statements contained in the proposal and any written clarification of same requested by the City and delivered to the City Secretary will become part of the final proposal for services.

4. Proposal Submission

1. Providers are required to bid on the proposal in its entirety.
2. All Applicants must submit three (3) copies of the proposals for waste removal on the basis required for the Proposal Cost Forms.
3. Proposals shall be submitted in a sealed envelope with the title, "Solid Waste Collection, Recycling and Disposal" and the name, address, and telephone number of the Applicant clearly printed on the outside of the envelope. The envelope must not be see-through.
4. Proposals not received by the time and date specified will not be opened or considered, unless the delay is a result of City negligence, its agents or assigns.
5. Proposals must be mailed or delivered as follows in sufficient time to ensure receipt by the City Secretary on or before 2:00 p.m. on the date specified. Applicants shall be responsible for the actual delivery of proposals during business hours to the address indicated in this RFP. It shall not be sufficient to show that the proposal was mailed in time to be received before the scheduled proposal submittal due date.

Mailing & Hand Delivery Addresses:

MAILING:
Attn: City Secretary
4000 Galleria
Bee Cave, TX 78738

HAND DELIVERY:
Attn: City Secretary
4000 Galleria
Bee Cave, TX 78738

6. At the proposal submittal due date, no additional documentation will be accepted unless requested by the City. The Applicant shall include all documents necessary to support its proposal.

5. Changes or Alterations

Applicant may change or withdraw their proposal at any time prior to the proposal submittal due date. However, no oral modifications will be allowed. Only formal written requests for modifications or corrections of a previously submitted proposal shall be accepted and must be submitted as a complete, new proposal superseding and replacing the original proposal which will be considered withdrawn. The revised proposal shall be addressed in the same manner as the proposal and must be received by the City prior to the scheduled proposal submittal due date.

6. Submittal Clarification

The City reserves the right to obtain clarification of any point in a proposal or to obtain additional information from an Applicant.

7. Proposal Holding Time

The City may hold proposals for a period not to exceed one hundred and eighty (180) days from the proposal submittal due date for the purpose of reviewing proposals and investigating Applicant qualifications. Proposals shall be deemed valid for one hundred and eighty (180) days from proposal opening.

8. Proposal Reservations & Evaluation

The City reserves the right to reject any or all proposals, to award the entire contract to one provider for all work or to several providers for separate identifiable parts, and to waive minor defects in proposals.

Proposal costs will be evaluated using the Proposal Cost Form attached to this RFP. Discrepancies between words and figures shall be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the corrected sum.

Award of the contract will also be based on the qualifications of the Applicant and innovative and environmentally safe technologies proposed by the Applicant to meet RFP requirements.

9. Liability

The City is not responsible for any cost incurred by an Applicant in preparation of a proposal.

10. Contract Award

The contract award, if issued, shall be made to the Applicant whose proposal, in the City's sole discretion, furthers the City's best interests. The contract may be awarded to one provider for all work, or to several providers for separate identifiable parts, based upon the proposals received. No award shall be made until all necessary investigations have been made to determine the eligibility and responsibility of the Applicant under consideration, and the proposal's validity. The contract award, if issued, shall be made by the City Council.

11. Bonds & Insurance

The general conditions of the contract documents will require surety bonds and insurance certificates to be furnished with the executed contract. All bonds shall be signed by a Texas licensed resident agent who holds a current power of attorney from the surety company issuing the bond. All Applicants shall submit an "Affidavit of Bonding Limits" documenting that they are in accordance with the contract document. The performance bond at the time of execution of the contract shall be in the amount of ninety thousand dollars ($90,000).

12. Name Use

No Applicant advertising, sales promotion, or other publicity materials may mention information obtained from this proposal, or imply the name of the City of Bee Cave, without prior express written permission.

13. Bribery Clause

Applicant certifies that no employees of theirs, of any affiliate, or of any Subcontractor has bribed or attempted to bribe an officer or employee of the City.

D. PROPOSAL COST FORM

1. Terms and Conditions

PROPOSAL FORM FOR:

_____

(Print or type Applicant Name)

The undersigned Applicant agrees, if this proposal is accepted, to enter into a contract with the City of Bee Cave ("the City") to complete all services and perform all work in strict conformity with the terms and conditions set forth in the contract and any laws, statutes, ordinances, rules, or regulations of any governmental agencies or public authorities relating thereto and the restrictive covenants if any of the City.

Applicant declares that no person(s) or entity(ies) other than those named herein are interested in this proposal; that this proposal is made without collusion with any other person, firm, or corporation; and that no person or persons acting in any official capacity for or employed by the City are directly or indirectly interested in this proposal, or in any portion of the profit to be derived therefrom, or employed in any way by an owner of any interest in Applicant.

This proposal is not required by law to be awarded to the lowest bidder. Therefore, the City retains the right to award this contract based upon the proposal which is deemed to be in the City's best interest. The City reserves the right to accept the proposal in whole or part. The term for the operations agreement is three (3) years with two (2) one-year optional extensions.

In submitting this proposal, Applicant represents, as more fully set forth in the RFP, that Applicant has:

1. Examined the Notice to Applicants, RFP, Proposal Cost Form, RFP Addenda if any, and the contract documents;
2. Examined the actual site and locality where the services are to be performed;
3. Familiarized themselves with the City's legal requirements and restrictive covenants if any;
4. Made such independent investigations as they deem necessary;
5. Has satisfied themselves as to all conditions affecting cost, progress, or performance of the work and all difficulties that may arise or encountered in the performance of the work; and
6. Has made this bid on the basis of the above examinations, and not on the basis of any representations or promises made to them by the City, or any City agent.

Applicant agrees as follows:

1. That this proposal shall remain open and may not be withdrawn for the time period set forth in the RFP;
2. That all of the RFP terms and conditions, including, without limitation, those dealing with the disposition of their proposal security are accepted; and
3. That upon acceptance of the contract, they will execute a contract and will furnish the required performance bond, payment bond, and insurance certificates as set forth in the attached contract documents.

In accordance with the above understandings and agreements, Applicants will complete the work for the following in the contract area consisting of single and multi-family residential.

Prices shall also include all applicable federal, state, and county taxes for the following:

1. Solid waste, bulky waste, yard waste and brush collection, processing and/or disposal;
2. Recycling collection, processing and/or disposal;
3. Composting-provide cost separately, if applicable

Additional collection units and hourly work made part of the contract after contract execution shall be at the cost per unit in the Proposal Cost Form, adjusted for any approved cost increases since contract execution. The City may choose not to utilize any or all of the additional work.

2. Solid Waste Collection, Recycling and Disposal/Processing for Residential Units

On an additional page, please describe the method of collection to be used for residential units, the proposed disposal and/or processing facility(ies), and proposed exit routes from the community.

	Item Description	Cost per Unit 1 Cart	Cost per Unit 2 carts
1.	Solid Waste Collection		
2.	Recycling		
3.	Composting, if applicable		

E. ADDENDA ACKNOWLEDGEMENT AND SIGNATURE

Applicant acknowledges receipt of the Addenda listed below and further acknowledges that the provisions of each Addendum have been included in the preparation of this proposal.

Addendum No: _____

Date Received: _____

The following documents are attached to and made a condition of this proposal.

1. A list of subcontractors and other persons and organizations required to be identified in this proposal.

2. Applicant qualifications.

The terms used in this proposal, which are defined in the RFP, have the meanings assigned to them in the RFP.

Respectfully submitted,

Individual

Signature: _____

Printed Name: _____

Title: _____

Business Address: _____

Phone Number: _____

Date: _____

Corporation

Name of Corporation: _____

State of Incorporation: _____

Secretary Attest _____

Signature

Printed Name: _____

License or Registration Number: _____

Doing business as: _____

Business Address: _____

Phone Number: _____

Date: _____

Joint Venture/Partnership

Name of Joint Venture/Partnership: _____

Printed Name: _____

Title: _____

Secretary Attest: _____

Signature

Printed Name: _____

License or Registration Number: _____

Doing business as: _____

Business Address: _____

Phone Number: _____

Date: _____

Definitions

Backdoor Service - Pickup service at the door, or some location in the immediate vicinity of the home of a physically challenged residential customer.

Bags - Sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 35 pounds.

Base Rate - The rate for collection of refuse as agreed to herein.

Bulky Trash - Stoves, refrigerators (free of CFCs), water tanks, washing machines, furniture and other residential waste materials other than Construction Debris, Dead Animals, Hazardous Waste or stable matter. No individual Bulky Waste item shall exceed one hundred (100) pounds in weight.

Brush - Tree parts, branches, shrubbery, foliage, grass, leaves and other coarse vegetation.

Bundle - Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding three feet in length, three feet in height, and three feet in width or 35 pounds in weight.

City - City of Bee Cave, Texas.

Cart - A ninety-five (95) gallon receptacle provided by the Contractor for the collection of Residential Refuse constructed of heavy duty plastic, with attached lid and wheels.

Construction Debris – Waste resulting from construction or demolition activities or that is directly or indirectly the by-product of such activities, including, but not limited to, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber and wood products. Construction Debris does not include Hazardous Waste, Residential Refuse, or Bulky Waste.

Dead Animals - Animals or portions thereof equal to or greater than 10 pounds in weight that have expired from any cause, except those slaughtered or killed for human use.

Disposal Site - A refuse depository, physically located in the City or in close proximity thereto, including but not limited to sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits, or approvals to receive for processing or final disposal of Refuse and Dead Animals.

Garbage - Any and all dead animals of less than ten pounds in weight, except those slaughtered for human consumption, and every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers, and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of

"bulky waste," "construction debris," "dead animals," "hazardous waste," "rubbish," or "stable matter."

Hazardous Waste - Waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State law, or waste, in any amount, which is regulated under federal or state law. For purposes of this Agreement, the term Hazardous Waste shall also include motor oil, gasoline, paint, and paint cans.

Recyclable Materials –

a. Newspapers, magazines, and catalogs, and other paper items such as mail, paper bags, office paper, envelopes, cereal and soda drink boxes, corrugated cardboard, phone books or other paper;
b. Glass bottles and jars (excluding mirrors, windows, ceramics, light bulbs, dishes, cups, and other glass products);
c. Metal cans composed of tin, steel or aluminum, metal lids from glass jars, empty aerosol cans (excluding scrap metal); and
d. Plastic containers including all varieties of the types designated as #1, #2, #3, #4, #5 and #7

Recycling Cart – A sixty-five (65) gallon receptacle provided by the Contractor for the collection of Recyclable Materials constructed of heavy duty plastic, with attached lid and wheels.

Refuse - Refuse shall mean and include any combination of Garbage, Rubbish, and Brush.

Residential Refuse - All Garbage, Rubbish, Bulky, and Yard Waste generated by a Residential Customer.

Residential Customer - A producer who generates Residential Refuse at a residential unit within the corporate limits of the city.

Rubbish - All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any other waste materials not included in the definition of "bulky waste," "construction debris," "dead animals," "garbage," "hazardous waste," or "stable matter."

Solid Waste - Any garbage, refuse, rubbish, bulky waste, yard waste, dead animals, hazardous waste or stable matter or other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, automobile, or agricultural operations.

Stable Matter - All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from keeping of animals, poultry or livestock.

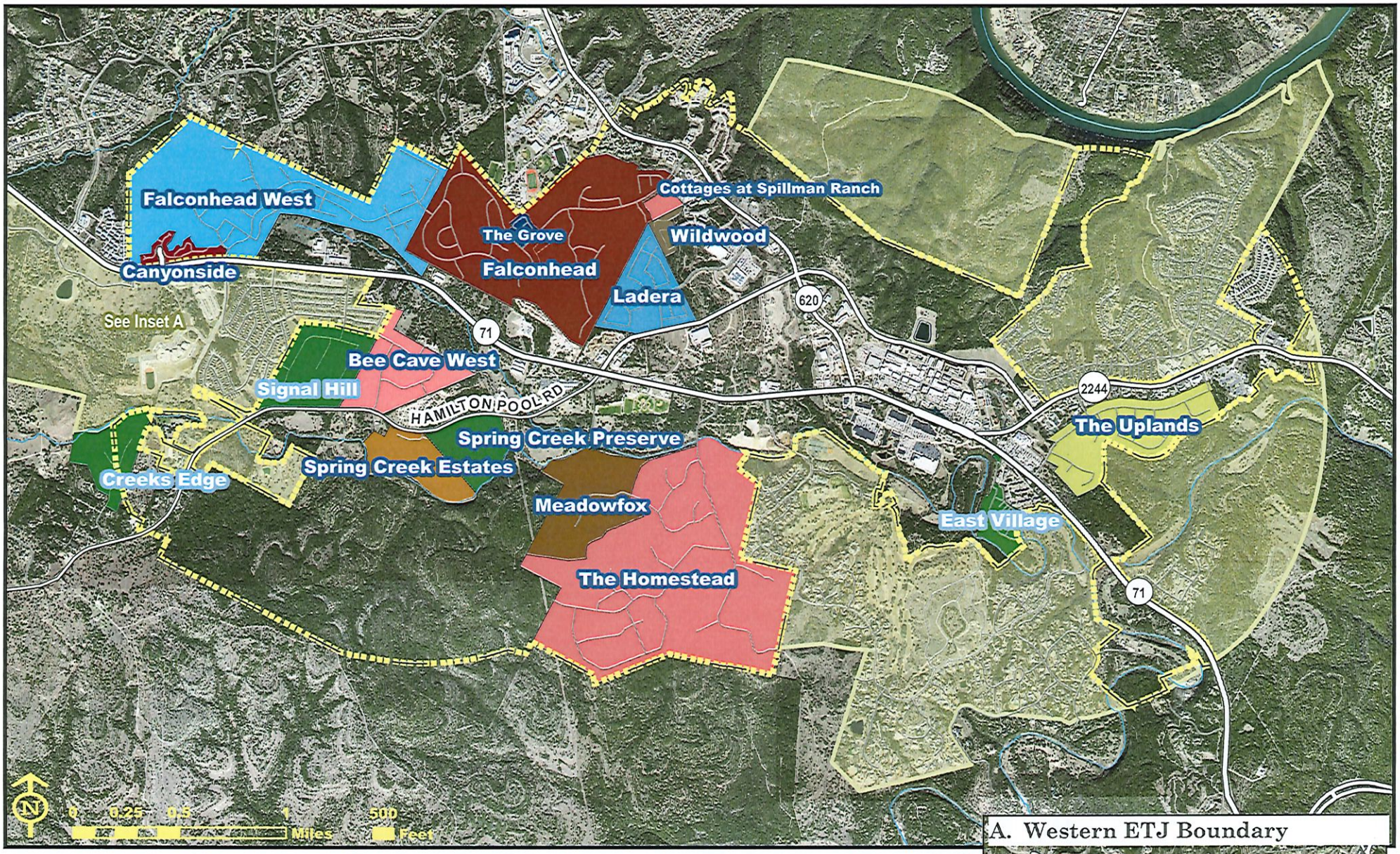
Yard Waste - All grass clippings and tree, shrub, or brush trimmings.

Exhibit A

LIST OF CURRENT CITY PROPERTIES THAT RECEIVE WASTE SERVICES

Location	Dumpster	Roll-Off	Trash Cart	Recycle Cart	Address
Bee Cave PD	Y	X	X	X	13333 State Hwy 71, Bee Cave, TX 78738
Central Park	Y	X	X	X	City of Bee Cave Central Park, 13676 Bee Cave Pkwy, Bee Cave, TX 78738

Residential Property Map Attached



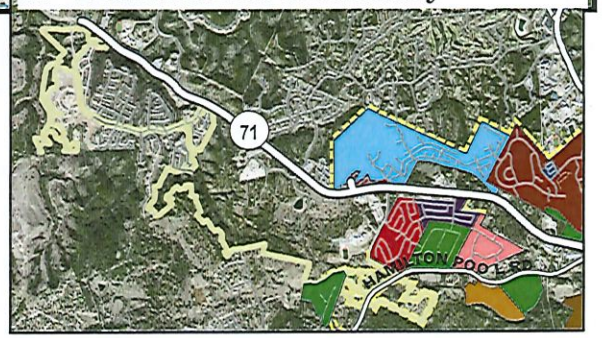
City of Bee Cave: *Residential Developments*

- Bee Cave West
- Canyonside
- Cottages at Spillman Ranch
- Creeks Edge
- East Village
- Falconhead
- Falconhead West
- Homestead
- Ladera
- Meadowfox
- Signal Hill
- Spring Creek Estates
- Spring Creek Preserve
- The Grove
- The Uplands
- Wildwood

- Bee Cave Corporate Limits
- Bee Cave ETJ
- Creeks & Rivers

09.15.2022

A. Western ETJ Boundary



City Council Meeting
12/12/2023
Agenda Item Transmittal

Agenda Item:	**10.**
Agenda Title:	**Discuss and consider action on an HDR Engineering contract amendment for engineering and other services related to the Great Divide Bridge**
Council Action:	**Discuss and Consider Action**
Department:	**Engineering**
Staff Contact:	**Kevin Sawtelle and Clint Garza**

1. INTRODUCTION/PURPOSE

The purpose of this item is to review and potentially approve revisions to the scope of engineering and other related services for the Great Divide Drive bridge design project with associated fee adjustments.

2. DESCRIPTION/JUSTIFICATION

a) Background

On September 14, 2021, City Council awarded a contract to HDR Engineering for engineering services related to the design of the Great Divide Low Water Crossing Bridge Improvements. The scope of work included numerous tasks including from engineering design, surveying, environmental studies, public involvement, utility coordination and other associated tasks for a total base fee of $422,063. On April 11, 2023, HDR provided a presentation to Council outlining various bridge options and their general findings to date for Council to finalize selection of the bridge design moving forward. Due to various factors such as additional bridge option analyses and presentation not originally scoped, additional engineering and surveying work related to impacts on the Guess property, environmental study findings resulting in additional evaluation, and general consulting fee escalation due to the schedule creep, HDR is requesting amendments to the original general scope of work and their overall fee to complete the project.

b) Issues and Analysis

The increase in the requested overall fee is greater than 25% of the original contracted fee amount so this request cannot be administratively approved by the City Manager. The original contract amount of $422,063 is requested to be increased to a new total of $589,464 (see attached Appendix B-1 for a fee summary). While Staff is confident there are fees along the way that may be able to be eliminated or reduced, we felt it prudent to receive Council approval for the total amount. Below is a brief description task by task for the fee change drivers. The revised scope of work is also attached for Council's review and staff and/or HDR representatives are happy to address any specific questions.

Task 1 (Project Management): This fee is to cover escalation on the balance of the initial fee and then includes the additional coordination associated with additional Task 2 Survey and new Task 13 Fee Acquisition Services.

Task 2 (Survey): As mentioned above, this fee is cumulative of two survey efforts to cover the Guess Property and further upstream of the current crossing. The breakdown of those two items is here:

Guess Property: $6,587.40
Additional Creek Survey: $14,629.00

Task 5 (Environmental): This fee is to cover escalation on the balance of the initial fee and then includes the tasks related to the coordination efforts listed in the supplemental (scope of work).

Task 6 (Utility Coordination): Strictly 4% fee escalation.

Task 7 (Public Involvement): This is a credit back to Bee Cave for work not performed and thus canceled.

Task 8 (Roadway Design & PS&E): Escalation as well as the additional work related to a full 30% submittal and coordination work related to the 60% Over-the-Shoulder. The original contract only included an over-the-shoulder but after progressing through the initial phases of design, staff felt it prudent to include a full staff review, generating a comment report which will likely create additional effort for HDR that was not originally planned.

Task 9 (Drainage Analysis): Escalation and coordination work related to the 60% Over-the-Shoulder.

Task 10 (Bridge): Similar to Task 8 with escalation, 30% submittal and 60% Over-the-Shoulder.

Task 12 (Other Services): This covers the amount we have already invoiced for these items. Since we didn't have an initial task and money set aside for this task, including it here will make the fee from the initial scope whole again.

Task 13 (Fee Acquisition): This covers the effort to work through the acquisition of the CCNG property. There is an additional item not included here that needs input from the City. We do not maintain an official appraiser on staff and thus would need to sub that effort out. I have not included any of that here as our ROW team figured Bee Cave may want to handle the appraisal effort yourselves with someone you've worked with in the past.

3. FINANCIAL/BUDGET

Amount Requested	An overall increase of $167,401.60 (~40% of original contract).	Fund/Account No.
Cert. Obligation		GO Funds
Other source		Grant title
Addtl tracking info		

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Staff recommends approval of the contract amendment.

ATTACHMENTS:

Description	Type
Appendix B-1 Supplemental Fee Summary	Backup Material
Revised Scope of Work Document	Backup Material
Original Executed Contract	Backup Material

Appendix B-1
City of Bee Cave
Engineering Fee Estimate Summary
Great Divide Drive

Lump Sum			
TASK	BASE FEE	SA FEE	Task Total
1. Project Management	$ 45,600.00	$ 7,843.60	$ 53,443.60
2. Surveying and Photogrammetry	$ 16,196.00	$ 21,216.40	$ 37,412.40
3. Right of Way	$ 12,198.00	$ -	$ 12,198.00
4. Geotechnical	$ 16,000.00	$ -	$ 16,000.00
5. Environmental Studies	$ 42,768.00	$ 22,275.22	$ 65,043.22
6. Utility Coordination	$ 35,777.00	$ 1,216.42	$ 36,993.42
7. Public Involvement	$ 24,146.00	$ (12,073.00)	$ 12,073.00
8. Roadway Design & PS&E	$ 77,971.00	$ 33,129.06	$ 111,100.06
9. Drainage Analysis	$ 44,843.00	$ 2,752.69	$ 47,595.69
10. Bridge Design	$ 100,665.00	$ 11,393.28	$ 112,058.28
11. TDLR	$ 1,825.00	$ -	$ 1,825.00
12. Other Services	$ -	$ 52,038.94	$ 52,038.94
13. Fee Acquisition Services	$ -	$ 27,609.00	$ 27,609.00
Direct Expenses	$ 4,074.00	$ -	$ 4,074.00
Lump Sum Fee	$ 422,063.00	$ 167,401.60	$ 589,464.60

SERVICES TO BE PROVIDED BY THE CITY

In addition to the services listed in the Agreement, the City will provide the following services.

- Provide a sample set of plans
- Furnish a point of contact to coordinate aspects of the Project.
- Provide design reviews or statement waiving design reviews
- If the bid package is intended to be split among multiple contractors, City of Bee Cave will identify which items of work are included in each bid package.
- Furnish reference documents, information, and project data for the development of the Project including but not limited to previous hydraulic analysis, sample set of plans, and hydraulic gauge data.
- Print on City letterhead, sign and mail Right of Entry (ROE) requests prepared by the ENGINEER. The City will address issues regarding refusal to grant ROE or communication with landowners who are hostile with respect to the completion of this scope of services.
- Provide additional coordination with adjacent property owners, as needed.
- Provide coordination for utility relocations, if applicable, based on identification from the ENGINEER.
- Provide location recommendations for proposed utility adjustments, if applicable, and verification & monitoring of those adjustments.
- Preparation and submission of reimbursable utility agreement assemblies.
- Provide timely reviews and approvals of required documentation including, working documents, reports, and drawings.
- Perform timely review and processing (30-60 days) of monthly invoice submissions.
- Provide available accident history and traffic counts documented in the project vicinity.

SERVICES TO BE PROVIDED BY THE ENGINEER

GENERAL PROJECT OVERVIEW

This project includes site investigation and design services for the Great Divide Drive at Little Barton Creek located in the City of Bee Cave, Texas. The existing creek crossing consists of 3-24" CMP's that overtop frequently creating a safety hazard as Great Divide Drive provides the only ingress/egress access for the neighborhood. Site investigation includes site survey and geotechnical exploration. The new bridge is expected to remain a low water crossing but is to clear the 10-year storm event as recommended by the City.

The supplemental agreement is to provide additional services associated with decisions and direction from the City of Bee Cave associated with the Great Divide Drive at Little Barton Creek through a phased replacement of the existing 3-24" CMP's. The proposed bridge will be designed for phases consisting of one-way traffic entering/exiting The Homestead through the first phase of the bridge replacement followed by two-way traffic after the first phase bridge construction is completed through full bridge replacement.

PROJECT MANAGEMENT (Task 1)

- **Project management.**
  - Prepare monthly project invoices with progress report.
  - Prepare project schedule and update as needed. Submit with project invoices.
  - Project filing and data management.
  - The ENGINEER will perform a quality control review of all work for compliance with accepted practices and procedures, policies, standards, specifications and design criteria.
- **Subconsultant coordination.**
  - The ENGINEER will conduct team meetings with project subconsultants.
  - The ENGINEER will execute contracts, monitor activities, review and recommend approval of sub consultant invoices.
- **Review/Progress Meetings**
  - The ENGINEER will attend progress meetings (up to three) with city officials and provide meeting minutes. These meetings will be done to evaluate project status, determine necessary adjustments to the project work plan and schedule and discuss and resolve project technical issues. These meetings will include coordination and review meetings for the submittals as defined.
  - The ENGINEER will attend a ~~30~~60% Over-the-Shoulder meeting with city officials and provide meeting minutes.

SURVEYING AND PHOTOGRAMMETRY (Task 2)

DESIGN SURVEY

- **Project Control**
  - ENGINEER will establish up to 3 primary project control points within the project limits. The survey control points (5/8" iron rods with SAM Control" plastic caps) will be set in locations that will likely be undisturbed by construction or County maintenance. Horizontal values will be referenced to the NAD83 (2011) Texas Coordinate System, Central Zone). Horizontal values will be represented in US Survey Feet (USFT) and will be adjusted to surface by multiplying by a surface adjustment factor to be provided by the City. The vertical values for this project will be based on the North American Vertical Datum of 1988 (NAVD 88), Geoid 2012B model.

- **Right of Entry (ROE)**
  - ENGINEER shall attempt to obtain right-of-entry (ROE) for approximately three (3) private properties for the purpose of collecting ROW and Design survey data. ENGINEER anticipates that the City will handle problems regarding any refusal to grant ROE or communication with private property owners who are hostile with respect to the completion of this scope of services. ENGINEER shall document any interactions with property owners while performing the work.
- **Design Survey**
  - ENGINEER will utilize conventional survey methods or Global Positioning Systems to collect cross-sections and break lines at approximate 50-foot intervals within the above-described project limits. Major grade-break lines necessary to produce a one-foot interval contour DTM will be collected, as well as any visible improvements including driveways (with type noted), driveway pipes, drainage structures (noting size, material and flowline elevation), edge of pavement, edge (shoulder) line, crown (physical centerline), guardrail, fences, signs (with text) and mailboxes, visible utilities and visible evidence of underground utilities. Trees, 4-inches and larger in diameter, within the project limits will be located and tagged (noting size and species).

Additional survey for area along Little Barton Creek and Guess Property as well as further survey of Little Barton Creek upstream of current Great Divide Crossing.

- **Project Control**
  - Existing control as established during original portion of project shall be utilized for this additional work. Horizontal values will be referenced to the NAD83 (2011) Texas Coordinate System, Central Zone). Horizontal values will be represented in US Survey Feet (USFT) and will be adjusted to surface by multiplying by a surface adjustment factor to be provided by the City. The vertical values for this project will be based on the North American Vertical Datum of 1988 (NAVD 88), Geoid 2012B model.

- **Right of Entry (ROE)**
  - ENGINEER shall coordinate right-of-entry (ROE) for one (1) private property for the purpose of collecting Design survey data. ENGINEER anticipates that the City will handle problems regarding any refusal to grant ROE or communication with private property owners who are hostile with respect to the completion of this scope of services. ENGINEER shall document any interactions with property owners while performing the work.
- **Design Survey**

ENGINEER will utilize conventional survey methods or Global Positioning Systems to collect cross-sections and break lines at approximate 50-foot intervals within the above described project limits. Major grade-break lines necessary to produce a one-foot interval contour DTM will be collected, as well as any visible improvements including driveways (with type noted), driveway pipes, drainage structures (noting size, material and flowline elevation), edge of pavement, edge (shoulder) line, crown (physical centerline), guardrail, fences, signs (with text) and mailboxes, visible utilities and visible evidence of underground utilities. Trees, 4- inches and larger in diameter, within the project limits will be located and tagged (noting size and species).

RIGHT OF WAY (Task 3)

RIGHT OF WAY SURVEY (up to 3 ROW Parcels)

- **Records Research and Deed Study**
  - ENGINEER will perform a ROW survey along the proposed alignment of Great Divide Drive. Upon notice to proceed, ENGINEER will conduct research in the Travis County offices to confirm property ownership for the 3 affected properties (subject properties). Concurrently, copies of the current deeds and any plats for subject properties will be obtained from the County Clerks' records. ENGINEER anticipates that Title Commitments, Title Reports, and any other form of records research beyond obtaining current deeds and plats will be provided by others. Obtaining any additional records (including easements, chain of title, or any encumbrances) is outside of this scope of services.
- **Field Surveys**
  - ENGINEER will recover monuments marking the existing ROW lines (if any) and the front corners of the properties from which ROW is to be obtained and will tie to the project control. ENGINEER will recover the corner or angle point monuments nearest to the proposed ROW on the sideline of each of the subject properties and these corners will be tied to the project control. ENGINEER will utilize the above-described design survey planimetric file to show any visible improvements within the proposed ROW acquisition parcels. Building corners within 25 feet of the proposed ROW will be located in the field and dimensioned on ROW map sheets and parcel plats.
- **Boundary Analysis**
  - Utilizing the deed study and the data from the field survey, ENGINEER will analyze the results of the survey and perform computations related to the analysis.

Location of the existing ROW lines and the side property lines of each of the subject properties will be determined by ENGINEER.

- **Preparation of Documents**
  - ENGINEER will develop a base file showing ownership of the subject properties. Properties adjacent to the existing/proposed right of way within the project limits will be labeled with the owner's name and deed recordation information.
  - Utilizing the boundary surveys performed by ENGINEER and the proposed ROW line location provided by the City, ENGINEER will compute the boundaries of the ROW parcels for each of the subject properties.
  - ENGINEER will draft plats for the 3 parcels for ROW acquisition. The plats will be prepared on 8 1/2" x 11" pages at a scale dependent upon parcel size. A closure computation will be prepared for each of the plats.
  - ENGINEER will prepare a field note (metes and bounds) description for each of the 3 parcels. A closure computation will be prepared for each of the descriptions.

GEOTECHNICAL (Task 4)

- **Bridge Soil/Rock Borings.**
  - The Geotechnical investigation should include soil borings on each abutment with a minimum of two (2) soil/rock borings in accordance with the TxDOT geotechnical manual. The borings should be approximately 40-feet deep. Texas Cone Penetration (TCP) tests or Standard Penetration tests will be performed at 5-ft intervals, soil samples will be obtained with Shelby tubes and/or split spoons and intact limestone will be cored with NXB Wireline core barrel.
  - The Geotechnical investigation should include a minimum of two (2) soil borings to a depth of 10 feet for the bridge approaches and temporary access road.
  - The Geotechnical investigation should include laboratory testing to include, but not limited to, Moisture content, Minus 200 Sieve, Atterberg Limits, unit weights, unconfined compressive strength tests and soil classification tests on selected soil samples and rock cores obtained from the borings.
- **Geotechnical Report.**
  - The Geotechnical report should include a boring location plan, soil boring logs, laboratory tests results, description of soil and rock conditions, and foundation recommendations for the proposed bridge. The foundation recommendations should include allowable bearing capacity, skin friction values, pier seating depths and construction consideration considerations such as casing and pumping of pier holes. The Geotechnical report should be prepared and sealed by a licensed engineer in the State of Texas.
- **Pavement Design.**
  - The Geotechnical report should include pavement thickness recommendations for the bridge approaches on Great Divide Drive and the temporary access road. The pavement recommendations should include subgrade preparation and stabilization, if needed. The pavement design should be based on street classification and traffic

parameters provided by the owner. The pavement thickness should be developed using TxDot FPS-21 Computerized Pavement Design.

ENVIRONMENTAL STUDIES (Task 5)

- **Environmental Documentation**
  - Each environmental service provided by the Engineer shall have a deliverable. Deliverables shall summarize the methods used for the environmental services and shall summarize the results achieved. The summary of results shall be sufficiently detailed to provide satisfactory basis for the City Due Diligence investigations thorough review by the State, and (where applicable) agencies with regulatory oversight. Deliverables shall meet regulatory requirements for legal sufficiency and shall adhere to the requirements for state and federal laws.
  - Quality Assurance/Quality Control Review

    For each deliverable, the Engineer shall perform quality assurance quality control (QA/QC) reviews of environmental documents and other supporting environmental documentation.

- **Due Diligence Report and Documentation**
  - Definition of technical report and documentation for environmental services: a report, checklist, form, or analysis detailing resource-specific studies identified during the process of gathering data to provide evidence of environmental research and field activities to comply with required federal and state laws, regulations, and statues.

    Some examples of environmental technical research and documentation are listed below:

    - Biological evaluation of threatened and endangered species and potential habitat
    - Texas Historical Commission coordination for Archeological materials
    - Hazardous Materials Site Assessment
    - Historic Resources
    - Waters of the US Jurisdictional Determination, wetland mapping, and permitting analysis
  - **Deliverables:**
    - Due Diligence Report summarizing the research and actions outlined below. This documentation will be submitted to the City to be kept in the project file for review/audit by the State or regulating agencies.

- **Archeological Resources**
  - The Archeological Permit Application shall be produced by a professional archeologist as defined in 13 TAC §26.4(2).
  - The Permit Application shall conform to the current Review Standard available from the State.

- The Archeological Permit Application for the project must define and consider alternatives selected for detailed study, including existing right of way, proposed new right of way, easements (temporary and permanent), and any other project-specific location designated by the State. The Permit Application shall consider the likely depth of impacts resulting from the proposed project.
- To complete the Archeological Permit Application, the professional archeologist shall undertake a review of existing data, including, but not limited to, the Texas Archeological Sites Atlas, geologic maps, soil maps, Potential Archeological Liability Map (PALM) of the project area (if applicable), aerial photographs, and historic maps. Based on this review, the Archeological Permit Application shall identify and plot on a map the areas that require field investigation to evaluate the project's effects on archeological resources and cemeteries and shall identify the areas in which the proposed project would have no effect on archeological resources and cemeteries. The Archeological Permit Application shall identify any areas proposed for field investigation where impacts are deep, extending beyond three feet in depth.
- Once the Permit is approved by the Texas Historical Commission, the Archeological Survey will be carried out on those areas identified in the Permit. Shovel testing of the surface sediments will include 30cm x 30cm x 50cm (depth) test pits will be excavated by hand and tested for cultural materials.
- Any cultural materials will be presented in the Archeological Survey report, to be submitted to the THC for their review and approval.
- Cultural materials excavated during the survey will be curated at the Texas Archeological Research Laboratory.
- Mechanical excavation and site curation would require supplemental work authorization.

- **Deliverables:**
  - Archeological Permit Application
  - Archeological Survey
  - Archeological Survey Report

- **Determining Impacts to Waters of the United States, including Wetlands**
  - The Engineer shall identify waters within the boundaries of the project area.
  - The Engineer shall make a preliminary determination of USACE jurisdiction. Restrict the level of effort to identification without formal delineation
  - The Engineer shall delineate waters of the United States (WOUS), including wetlands.
    - Provide documentation which shall include field work and compilation of field documentation for WOUS, including wetland delineations. Wetland delineations shall be performed in accordance with the current USACE Wetlands Delineation Manual (Technical Report Y-87-1) and, if appropriate, the Great Plains, Arid West, or Atlantic and Gulf Coastal Plain Supplement to Technical Report Y-87-1.
    - Stake WOUS boundaries in the field.

- Map the boundaries of the WOUS with the global positioning system per guidance from the USACE, and state the boundaries in the field.
- USACE Nationwide Permit 14 for Linear Transportation Projects with no Preconstruction Notification is presumed for this project. If additional permitting is required, additional work will be done under a supplemental work authorization.
- If additional USACE permitting including Preconstruction Notifications (PCNs) or individual permits are required, these tasks would be provided under a supplemental work authorization.

o **Deliverables:**

- The Engineer shall provide documentation of the WOUS determinations and delineations.

- **Stormwater Permits (Section 402 of the Clean Water Act)**

  The Engineer shall:

  o Describe the need to use the TPDES General Permit, TX 150000. The text will describe how the project will comply with the terms of the TPDES, including the Stormwater Pollution Prevention Plan.

  o **Deliverables:**

  - The Engineer shall provide documentation of the Section 402 project requirements and TCEQ coordination and required Project BMPs to be incorporated.

- **Threatened or Endangered Species**

  The Engineer shall perform biological services.

  o Surveys for Protected Species or Habitat of Protected Species based on the most current TPWD threatened and endangered species list.
  The Engineer shall:

  - Perform surveys of protected species or habitat of protected species. This shall include:
    - Species listed by the United States Fish and Wildlife Service (USFWS) as threatened or endangered or proposed for listing as threatened or endangered (50 CFR 17.11-12),
    - Species that are candidates for review for listing by USFWS as threatened or endangered (per most recently updated list in Federal Register),
    - Species listed as threatened or endangered species or species of greatest conservation need (SGCN) by the State of Texas Threatened and Endangered Species Listings, Texas Park and Wildlife Department (TPWD),
    - Species protected by the Migratory Bird Treaty Act (50 CFR 10.13) and the Bald and Golden Eagle Protection Act (16 U.S.C. 668-668c).
  - Examine existing data to determine the likelihood that rare species, protected species, their habitat, or designated critical habitat (per 50 CFR §17.94-95) could be impacted by the Transportation Activity. Existing data shall include the

Element Occurrence Identification (EOID) records of the TPWD Natural Diversity Database, following the Guidelines set forth in the most current version of TPWD's Guidelines for TXNDD Data Analysis.

- It is not anticipated that the Project will provide habitat for Threatened and Endangered Species. Should habitat be present or threatened and endangered species individuals are identified in the project area, additional tasks would be provided under a supplemental work authorization.

- Habitat Analysis and Characterization of Project Study Area. The Engineer shall perform an analysis and characterization of habitat and habitat impacts for the study area and documented in the Due Diligence Report. For transportation activities involving new right-of-way or easements, including temporary easements, the habitat description shall address the entire study area. If lack of access to the new location right-of-way limits field observation for the habitat description, existing published sources shall be used to provide an estimate. Land use within and outside the proposed right-of-way shall be described. In addition, the description of vegetation in the new right-of-way or easements shall include the following:
    - Dominant Species for each vegetation stratum (i.e., tree, shrub, vine, herbaceous [grass and forbs]) present,
    - Height of trees (range), if present,
    - Diameter at Breast Height (DBH) of trees (range and average), if present,
    - Percent canopy cover of trees, if present,
    - Acreage for each vegetation type present.
  - The habitat analysis shall contain a description of anticipated impacts to the following:
    - Any vegetation, broken down by plant community (as above),
    - Unusual vegetation features (as above),
    - Special habitat features (as above),
    - Habitat for any protected species (as above),
    - Any other habitat feature identified by and considered to be important to the State's District.

    Note: The description of anticipated impacts shall be based on impacts that can be predicted as a result of construction activities and the kind(s) of facility proposed for the Transportation Activity.
- **Deliverables:**
  - Survey Reports and Habitat Analyses included in the appendices of the Due Diligence Report.

- **Initial Assessment of Hazardous Materials Impacts**

  The Engineer shall:

  - The Engineer shall perform an Initial Site Assessment (ISA) for potential hazardous materials impacts for the limits of the study area.
    - Note: The ISA shall determine the potential for encountering hazardous materials in the study area, including possible environmental liability, increased handling

requirements (e.g., soil or groundwater), and potential construction worker health and safety issues.
    - Note: The Engineer is responsible for reviewing and being familiar with the State's guidance related to the development of the ISA and the Hazardous Material process.
  - The Engineer's completed ISA shall include, when applicable, full copies of list search reports, including maps depicting locations, copies of agency file information, photographs, recommendations, and any other supporting information gathered by the Engineer to complete the ISA.
  - Based on the ISA information, the Engineer shall provide a report discussing the known or potential hazardous materials impacts suitable for inclusion in the environmental document. The report of hazardous materials impacts shall include, when applicable:
    - A concise summary of relevant information gathered during the ISA, including sufficient information to show that the study area for the Transportation Activity was investigated for known or potential hazardous material contamination.
    - A concise description of the scope of the hazardous materials ISA, disclosure of any limitations of the assessment, and a statement indicating who performed the assessment.
    - Disclosure of known or suspected hazardous material contamination that is anticipated to be encountered during construction.
    - A discussion of any required or recommended special considerations, contingencies or provisions to handle known or suspected hazardous material contamination during right-of-way negotiation and acquisition, property management, design and construction.
    - A summary of any early coordination or consultation conducted with the regulatory agencies, local entities or property owners.
  - Should the findings of the ISA conclude that additional investigation, special considerations, or other commitments from the City are required during future stages of project development, the Engineer shall review those findings and commitments with the City prior to completing the hazardous materials discussion for the environmental document. Additional investigations, including Phase 2 and Phase 3 inspections or site remediation would be provided under a supplemental work authorization.
  - **Deliverables:**
    - Hazardous materials investigation and risk analysis in the Due Diligence Report.

- **Coordination and Permit**
  - **CEF Coordination:** During the November 2022 field work conducted by HDR, two Critical Environmental Features (CEFs) were identified. These included the floodplain and riparian zone around Little Barton Creek and its tributary. Both CEFs were listed in the Environmental Resource Inventory (ERI). These CEFs are protected along with a buffer around them. HDR will coordinate with the City of Bee Cave regarding working within the boundaries of the CEFs and their protective buffers. This effort will include completion of an Administrative Variance form as well as show buffer zones on construction plans with applicable notes.

- **Full Purpose Zone Site Development Permit:** The project site is located in the City of Bee Cave Full Purpose Zone. Development within this jurisdiction will require a site development permit. HDR will complete the application, submit it to the COBC development department, distribute COBC comments, and resubmit once comments are addressed. Trees proposed to be removed will be included in the plan set and site development permit application.
- ~~**USACE Coordination:** Coordination with USACE regarding Waters of the US impacts.~~
- **Balcones Canyonlands Conservation Plan(BCCP) Zone 3 Application:** The Balcones Canyonlands Conservation Plan (BCCP) provides a streamlined way for landowners to comply with the Endangered Species Act, while protecting high-quality habitat in the Balcones Canyonlands Preserve (BCP). The Project Area is in BCCP Zone 3 No Fee Zone but is near a fee zone. HDR will submit a BCCP application to Travis County to confirm the absence of habitat and that there is no need for Endangered Species Act (ESA) compliance for the covered species.
- **TPWD Wildlife Habitat Assessment Program Coordination:** Sixteen state listed species have the potential to occur in Travis County. Suitable habitat for these 16 states listed species was evaluated during the site visit. Habitat for the listed species is unlikely to be present in the Project Area. Coordination with the TPWD Wildlife Habitat Assessment (WHAB) Program is not required; however, TPWD may be contacted for municipally funded projects for their recommendations on protecting threatened and endangered species. HDR will complete a WHAB application and submit it to the COBC for review. The COBC is encouraged to utilize best management practices to avoid direct impacts to wildlife and to conserve wildlife habitat to the extent practicable.
- **Tri-colored Bat Listing:** There may be potential habitat for the tri-colored bat in the wooded riparian areas of the Project Area. Although this species is not afforded regulatory protection at this time, the bat is expected to be federally listed as an endangered species by Fall 2023. To avoid the potential for "take" (i.e., direct mortality of individuals), vegetation clearing activity in potential habitat should be avoided during the summer roosting season, typically April to September. HDR will watch the listing status of the tri-colored bat and provide guidance to the COBC on maintaining compliance with the Endangered Species Act. If surveys, mist netting, or other field work, reporting, or coordination with a regulatory agency are required, HDR can provide these services for an additional scope and fee.

UTILITY COORDINATION (Task 6)

- **Utility Coordination.**

  The ENGINEER will perform utility coordination/engineering services related to the number of existing utilities identified to date.

  - The ENGINEER has identified the following utilities as being present within the project limits for which this Work Authorization is based upon: The number of existing utilities or utility identification within the project limits are not confirmed at this time; the utilities found by Texas Utility One-Call System and aerial photography, generated the following tentative list:

    - Charter-Spectrum;
    - Austin Energy;
    - AT&T;
    - West Travis County Public Utility Agency (water and hydrant noted);
    - No sewer has been identified, at this time; and
    - Low-water flood control gauge station noted.
- Coordination activities include meeting and contacting with utilities on the project, initial project notifications, preparation of existing utility layouts, preparation of contacts lists, reviewing conflicts between the utilities and the proposed project, resolutions of utility conflicts, creation of a utility conflict list, creating a utility tracking report, and review of the proposed utility adjustments.
- The ENGINEER will identify and contact identified utility companies
    - Issue project notifications to identified utility companies
    - Contact, request, and confirm utility record drawings, utility as-builts, and facility information (SUE QL-D)
    - SUE QL-C, based on utility information within the ground survey information
    - Develop a utility company contact matrix
    - Develop utility facility matrix in an Excel format
        - Name of utility company
        - Contact name/address/phone/e-mail
        - Type(s) of facility
        - Utility notification date
        - Located within ROW or private easement
        - Location of potential conflict(s)
        - Utility adjustment or protect-in-place needs
        - ROW cleared
        - Comments section - this section will be used to track any correspondence from utility companies. This section will contain dates of correspondence.
        - Identified action items and due dates

    - Develop a utility layout in DGN and PDF formats, based on utility record information received from utility companies (SUE QL-D) and survey information (SUE QL-C)
        - Identify existing and proposed utilities - size, location, ownership, and number of lines in a particular utility facility
        - Existing and proposed ROW
        - Identify any existing and proposed utility easements
        - Existing and proposed edge of roadway
        - Identify existing and proposed pertinent structures, which the utility could be in conflict with
        - Background image

PUBLIC INVOLVEMENT (Task 7)

- The ENGINEER will plan and implement one in-person community engagement event to present 15% design alternatives for the Great Divide Bridge, in coordination with the Communications Director of Bee Cave. The meeting will be held at Bee Cave City Hall and provide an overview of the purpose and need and will provide attendees an opportunity to share feedback. The ENGINEER will collect feedback from the community to inform the continuing design of the bridge.
- The ENGINEER will work with the Communications Director to notify the community of the upcoming events via social media and local news media. The ENGINEER will prepare a notification postcard and mailer to raise community awareness of the event.
- Tasks listed in original scope (Exhibit A) that are no longer displayed here have been removed at request of owner.
- ~~The ENGINEER will draft and develop materials and exhibits including name tags, sign-in sheet, fact sheet, comment cards, survey, and up to 10 large-format exhibits (36x48). The ENGINEER will prepare and produce all approved exhibits and materials and will transport all meeting materials to and from the venue, as well as set up and break down. The ENGINEER will provide technical staff to answer any questions during the meeting and will host a sign-in table as well as assist community members with filling out the survey and comment cards if needed.~~
- ~~The ENGINEER will also build and manage an on-demand virtual open house to present the meeting information online for a defined period of time for community members unable to attend the in-person event. The virtual open house will be presented via an ArcGIS StoryMap and will allow attendees to view the same exhibits and materials presented at the in-person event, as well as share their feedback via and online survey and a similar comment mechanism. The ENGINEER will provide a meeting comment summary for both the in-person and virtual events.~~
- ~~The ENGINEER will also develop and maintain a stakeholder/community engagement database for community members who wish to sign up for email updates.~~
- ~~The ENGINEER will also update public facing exhibits for update to City Council at 30%, 90% and 100% design.~~

ROADWAY DESIGN & PS&E (Task 8)

- The ENGINEER shall prepare 15% concept, in accordance with the City's criteria, for approval by the City. The concept shall include the following:
  - Concept (Roadway and TCP Exhibits)
  - Typical Sections, existing and proposed.
  - Plan and Profile Sheet.
  - Drainage Area Maps for External Drainage
  - Hydrologic Data Sheet
  - Hydraulic Data Sheet
  - Interim Culvert Layout
  - Estimate
- The ENGINEER shall prepare 30% roadway plans, in accordance with the City's criteria, for approval by the City. The submittal shall include the following:
  - Concept (Roadway and TCP Exhibits)
  - Plan and Profile Sheets.
  - Interim design of grading associated with earth berm design
  - Drainage Area Maps for Internal and External Drainage
  - Hydrologic Data Sheet
  - Hydraulic Data Sheet
  - Misc Standard Details
  - Quantities and Cost Estimate
- The ENGINEER shall progress to 60% roadway design and develop a status plan set, in accordance with the City's criteria, for approval by the City via a 60% Over-the-Shoulder meeting. The status set shall include the following:
  - Compile Status Plan Set
  - QA/QC
- The ENGINEER will attend a 60% Over-the-Shoulder meeting with City officials.
- The ENGINEER shall prepare 90% and 100% roadway and drainage plans, specifications, and estimates necessary for construction of the project in accordance with the City's criteria. The plans shall include, as applicable to each milestone submittal, the following:
  - Title Sheet, with project information, limits, location map, signature blocks, index of sheets, and other City information.
  - Typical Sections, existing and proposed, with dimensioned roadway widths, cross slopes, station limits, and pavements sections.
  - General Notes, necessary for construction of the project, including a basis of estimate.
  - Summary Sheets, with quantities broken down by discipline.
  - Traffic Control Plan, including narrative, phasing sheets, and standards.
  - Survey Control Sheets (insert from surveyor).
  - Removal Layout, showing items to be removed.
  - Plan and Profile Sheet, with alignment data, station, and offsets of roadway geometry, signing, striping, and ditch geometrics.
  - Driveway Detail Sheets, with driveway dimensions, profiles, and spot grading
  - Drainage Area Maps for Internal and External Drainage
  - Hydrologic Data Sheet
  - Hydraulic Data Sheet
  - Proposed Ditch Plan & Profile

  - Interim Culvert Layout
  - Special Details
  - List of Specifications
  - Stormwater Pollution Prevention Plan (SW3P) Narrative, for permitting.
  - Erosion Control Layout, with temporary and permanent Best Management Practices (BMPs).
  - Roadway Detail Sheet (1).
  - Applicable City and TxDOT standards.
  - Cross Sections at 50' intervals (excluding culvert) showing existing and proposed ground.
- The ENGINEER shall prepare a construction schedule utilizing Microsoft Project at the 90% deliverable
- The ENGINEER shall perform QA/QC on deliverables.
- The ENGINEER shall develop plan sheets illustrating pavement markings and signing appropriate to the project and in compliance with TXDOT standards and the TMUTCD.

DRAINAGE ANALYSIS (Task 9)

The Great Divide Drive low water crossing is located on the Little Barton Creek with a contributing watershed of approximately 8.5 square miles. The project area is located within Travis County and is contained within a FEMA regulated Zone AE floodplain.

The purpose of this task is to prepare drainage Technical Memorandum documenting drainage design and floodplain impact analysis for the existing low water crossing and proposed bridge replacement project.

The following tasks are required:

- **Data Collection** – The Engineer shall provide and obtain the following data:
  - Collect available data including GIS data and maps (LiDAR, SSURGO soils, land use and other watershed datasheets), site survey data, previous reports and studies, and readily available rainfall history for the area. Particular sources of data collected must include, but are not limited to, the State, County, and Federal Emergency Management Agency (FEMA).
  - Collect available Flood Insurance Rate Maps (FIRMs), Flood Insurance Study (FIS) study data, and models.
  - Meet with local government official or floodplain administrator to obtain historical flood records including high water marks, gauge data or frequency of road closures.
- **Hydrologic Calculations**
  - Develop the drainage area boundaries and hydrologic parameters such as impervious covered areas, and overland flow paths and slopes from appropriate sources including, but are not limited to, topographic maps, GIS modeling, construction plans, and existing hydrologic studies. The Engineer shall not use existing hydrologic studies without assessing of their validity. If necessary, obtain additional information such as local rainfall from official sites such as airports. Drainage area boundaries will be defined using best available topographic information. Provided topographic survey within the State ROW will be supplemented with available TNRIS LiDAR data.

- Define precipitation depth-duration-frequency and intensity-duration-frequency (IDF) data for the entire length of the project (multiple watersheds) using national Atmospheric and Oceanic Administration (NOAA) Atlas 14 precipitation data in accordance with local criteria. Methodology to be determined during Design Criteria meeting with the City.
- Include, at a minimum, the "design" frequency to be specified in the Design Criteria meeting with the City and the 1% Annual Exceedance Probability (AEP) storm frequency. The report must include the full range of frequencies (50%, 20% 10%, 4%, 2%, and 1% AEP).
- Develop historical event gage adjusted rainfall data (5-minute precipitation hyetographs) for up to three (3) historical events to be used in hydrologic validation. Historical events will be selected based on available stream gage data and high-water marks for associated events along Little Barton Creek within the project area. Available NOAA NEXRAD radar data and rainfall gage data will be taken from gages within the surrounding area.
- Calculate discharges using the Curve Number Unit Hydrograph method. Curve number unit hydrograph method calculations will be validated to a minimum of two historic storm events and gage data provided by the City at Hamilton Pool Road and Great Divide Drive.

- **Complex Hydraulic Design**
  - Perform hydraulic design and analysis for the interim detour culvert and ultimate bridge structures using appropriate hydraulic methods, which may include computer models such as HEC-RAS 1D or unsteady HEC-RAS 2D. Data entry for appropriate hydraulic computer programs shall consist of a combination of both on-the-ground survey and other appropriate sources including but not limited to topographic maps, LiDAR, GIS modeling, and construction plans and existing hydrologic studies.
  - If a "best available data" model is provided by the local floodplain administrator, it must be utilized accordingly for this analysis. Review the provided base model for correctness and updated as needed. If the provided effective model is not in a HEC-RAS format, convert it to HEC-RAS for this analysis.
  - Develop hydrologic model storage-discharge relationships using developed hydraulic models to account for hydrological channel routing through the watershed.
  - Consider pre-construction and post-construction conditions as determined in the Scope of Work and evaluate impacts to the 1% AEP floodplain and adjacent habitable structures and adjacent properties.
  - Quantify impacts, beneficial or adverse, in terms of increases in peak flow rates and water surface elevations for the above listed hydraulic conditions and hydrologic events. Impacts will be determined both upstream and downstream of the bridge crossings.
- **Scour Analysis**
  - Perform a scour analysis for the existing and proposed bridge structure in accordance with City and State approved methodologies.
  - Develop the potential scour depths, envelope and recommended countermeasures including bridge design modifications and/or revetment.
  - Develop scour documentation stating assumptions, methodologies, and results to be included the Drainage Technical Memorandum.
- The ENGINEER will attend a 60% Over-the-Shoulder meeting with City officials.

- The ENGINEER shall perform QA/QC on deliverables.

BRIDGE DESIGN (Task 10)

- The bridge ENGINEER shall coordinate with other engineering disciplines such as roadway, hydraulics, and geotechnical to design a bridge structure over Little Barton Creek.
- The ENGINEER shall prepare 30% plans, in accordance with the City's criteria, for approval by the City. The submittal shall include the following:
  - Bridge Layout consisting of a plan and elevation.
  - Bridge Typical Section consisting of stages associated with phased traffic control.
- The ENGINEER shall progress to 60% bridge design and develop a status plan set, in accordance with the City's criteria, for approval by the City via a 60% Over-the-Shoulder meeting.
- The ENGINEER will attend a 60% Over-the-Shoulder meeting with city officials.
- General - Analysis and design of the bridge structure is to be per AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges (Dec. 2009), AASTHO Bridge Design Specifications 2020, 9th Edition, and TxDOT Bridge Design Manual – LRFD (November 2021). Applicable City of Austin, and TxDOT Standard drawings will also be used.
- Bridge options shall be evaluated for cost effectiveness, aesthetics, and appropriateness to the site. Options are to include: 1) Prestressed concrete slab beams (phased and not phased) and 2) multiple box culverts. Additional items to be considered will be aesthetic specific, such as rails, and concrete form liners.
- The geotechnical report will be reviewed for bridge foundation designs.
- A bridge layout plan sheet showing begin and end bridge in plan and elevation view will be provided.
- Bridge detail sheets will be provided. These sheets will be appropriate to the final specific bridge type.
- Quantities for bridge items will be developed using City of Austin construction specifications and bid items.
- Deliverables will be detail checked and include a quality control review.

TDLR (Task 11)

- The ENGINEER proposes to perform the following services in compliance with the Chapter 469 of the Texas Government Code, State of Texas Architectural Barriers Act to verify compliance with the Texas Accessibility Standards (TAS):
  - Register the project with TDLR
  - Perform plan review of the project construction documents
  - Perform the final inspection of the project upon completion

OTHER SERVICES (Task 12)

- Karst Site Visit, Assessment and Memo
- The ENGINEER will present to Bee Cave City Council results related to design progress made for 15% submittal.
- The ENGINEER will present to Bee Cave City Council data and analysis results associated with various options of bridge configurations and roadway profiles including impacts to project site adjacent properties from several storm events limited to recent area events, 2-yr, 5-yr, 10-yr, and 100-yr.
- The ENGINEER will present to City Council data and analysis results associated with various options of culvert configurations and roadway profiles including impacts to project site adjacent properties from several storm events limited to 2-yr, 5-yr, 10-yr, and 100-yr.

FEE ACQUISTION SERVICES (1 PARCEL) (Task 13)

- **Administration**
  - Maintain status reports of all parcel activities and provide bi-weekly status reports to City.
  - Prepare initial property owner list with property owner contact information.
  - Attend Public Meetings and Council Meetings as requested by City, not to exceed four (4) meetings total.
  - Prepare proposed conveyance documents and coordinate with the City for Approval of form templates.
- **Initial Appraisal**
  - Appraisals shall be based on nationally recognized appraisal standards and techniques to the extent that such principles are consistent with the concepts of value and the rules on the admissibility of evidence of value under the eminent domain law of the State of Texas. If there is a conflict between performance standards, the Contractor shall immediately consult with CITY OF BEE CAVE and shall recommend a resolution of the conflict.
  - At a minimum, all appraisals shall be performed, and all appraisal reports will be prepared in accordance with the requirements (as amended from time to time) set forth in the following sources:
    - Uniform Standards of Professional Appraisal Practice (USPAP), as promulgated by the Appraisal Standards Board of The Appraisal Foundation. The Contractor should recognize that compliance with both USPAP and the requirements for appraisals performed for Federal and federally assisted real property acquisitions may require use of the Supplemental Standards Rule and the Jurisdictional Exception Rule of USPAP, where applicable;

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC 4601 et seq.) and implementing regulation, 49 CFR Part 24;
- Texas State Property Code.
- These reports must conform to CITY OF BEE CAVE policies and procedures along with the Uniform Standards of Professional Appraisal Practice(USPAP); as they are amended from time to time

- ENGINEER shall obtain TCAD information for parcels to be acquired and forward to CITY OF BEE CAVE for a 10-year appraisal search at the time the appraisals are ordered.
- Appraisers shall provide advance notice of the date and time of their appraisal inspections of the subject property to the Contractor's Acquisition Project Manager CITY OF BEE CAVE in order to coordinate the Appraiser's inspection with (if applicable and practical) the initial interview with the Displacee by the Relocation Agent.
- Appraisers shall contact property owners or their designated representative in writing with a letter to offer an opportunity to accompany the appraiser on the appraiser's inspection of subject property. Letter must be a part of the Appraisal. Maintain record of contact in file.
- The assignment for an initial and update appraisal are two separate and distinct appraisal assignments. The fee for each assignment must be reflective of the complexity of the specific individual assignment.
- For an initial appraisal assignment, the Appraiser must prepare an appraisal report for each parcel to be acquired utilizing applicable CITY OF BEE CAVE forms.
- As necessary, Contractor shall prepare written notification to the CITY OF BEE CAVE of any environmental concerns associated with the right of way to be acquired, which may require environmental re-mediation.
- All completed appraisals must be administratively reviewed and approved by CITY OF BEE CAVE.
- Beyond delivery of the initial appraisal documents, the appraiser can be called to provide preparation and testimony for a Special Commissioners Hearing.
- For this appraisal assignment, the fee for the preparation time and testimony must be based on the hourly rate and time agreed to by CITY OF BEE CAVE and Appraiser.

- **Appraisal Review**
  - ENGINEER must review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion

reached, compliance with the Uniform Standards of Professional Appraisal Practices.

- Prepare and submit to the CITY OF BEE CAVE Staff a review on a form approved by CITY OF BEE CAVE Staff for each appraisal.

- The fees for the review of an initial and updated appraisal are based on separate appraisal review assignments with the fee for each review assignment based on separate assignments performed.

- CITY OF BEE CAVE coordinates with the ENGINEER (if applicable) regarding revisions, comments, or additional information that might be required. The ENGINEER must coordinate with the Appraiser.

- **Negotiation**
  - The ENGINEER will secure preliminary title reports for each parcel from a City approved Title Company and secure title report updates when requested by City.

  - The ENGINEER will analyze preliminary title report to determine potential title problems, propose and inform City Staff of methods to cure title deficiencies.

  - The curative services necessary to provide clear title to City is the responsibility of the ENGINEER.

  - The ENGINEER will prepare and send the letter transmitting the Landowners' Bill of Rights by Certified Mail-Return Receipt Requested (CMRRR) to the Property Owner.

  - The ENGINEER, with the prepared appraisal, confirm City's approved value prior to making the Initial Offer for each parcel.

  - The ENGINEER will prepare the initial offer letter, purchase contract, and instruments of easement conveyance approved by City.

  - The written initial offer must be sent to each property owner or the property owner's designated representative CMRRR.

  - The ENGINEER will maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing. Retain copies of signed and unsigned CMRRR receipts.

  - The ENGINEER will respond to property owner inquiries verbally or in writing within five (5) business days.

- The ENGINEER will prepare a negotiator contact report for each parcel, per contact.
- The ENGINEER will maintain parcel files related to the purchase of the fee acquisition.
- The ENGINEER will advise property owner of the counteroffer process if approved by the City.
- The ENGINEER will transmit to City written counteroffer from property owners including supporting documentation, and recommendation regarding the counteroffer.
- The ENGINEER will coordinate with the City for acquisition payments required for closing.
- The ENGINEER will coordinate and/or attend parcel closings at the Title Company. Request title insurance from the Title Company if requested by City for parcels closing.
- Prepare the final offer letter and instruments of conveyance, and any other documents required or requested by the CITY OF BEE CAVE on applicable CITY OF BEE CAVE forms.

- **Assumptions**
  - ENGINEER does not anticipate the need for condemnation to acquire the right of way as part of this project and services related to condemnation services are not included in the scope of work.
  - All title services and fees associated with preliminary Title Reports, Closing Costs, and Title Policies shall be obtained and paid by the City.
  - Curative services do not include costs/expenses that qualify as payment of incidental expenses to transfer real property to the City.
  - Any fee related to obtaining certified court documents and fees for recording same which are not collected at the closing of the parcel shall be direct pass-through fees at the exact cost supported by the county courthouse receipts.

PROJECT DELIVERABLES – All deliverables will be in electronic format

- Task 2 - 2D planimetrics, 3D DTM (Microstation V8i)
- Task 2 - GPK and TIN file (3D surface file)
- Task 2 - 1-Foot Contour map (Microstation V8i DGN format)
- Task 2 - Word doc file of surveyed points list and descriptor code list
- Task 2 - Survey Control Sheets signed, sealed, and dated by a Registered Professional Land Surveyor on 11 x 17 pdf.
- Task 2 - PDF file of scanned field book copies
- Task 3 - Legal description for each parcel (signed and sealed) (Up to 2).
- Task 3 - Survey plat on 8 1/2"x11" for each parcel (signed and sealed) (Up to 2).
- Task 3 - One set of area computation sheets for legal descriptions and plats and ROW maps for parcels.
- Task 4 - Geotechnical report with field and laboratory test results and bridge foundation recommendations.
- Task 5 – Due Diligence Report
- Task 5 – Archeological Permit Application
- Task 5 – Archeological Survey Report
- Task 5 – Clean Water Act compliance evaluation and summary memo
- Task 5 – Documentation of Section 402 compliance and TCEQ coordination and required project BMP's
- Task 5 – Hazardous materials investigation and risk analysis included in the Due Diligence Report
- Task 5 – CEF Coordination: Variance Form, Digital Files of CEFs
- Task 5 – Site Development Permit: Permit Application
- Task 5 – BCCP: BCCP Application
- Task 5 – TPWD – WHAB Form
- Task 7 - Event planning, logistics coordination and staff participation to successfully hold an in-person event
- Task 7 – Deliverables listed in original scope (Exhibit A) that are no longer displayed here have been removed at request of owner.
- ~~Task 7 - Development and production of all meeting materials and exhibits to be shared at the in-person and virtual events, as outlined in the scope.~~
- ~~Task 7 - Draft and final post-open house meeting comment report in Word format~~
- ~~Task 7 - Stakeholder/community database in Excel format.~~
- ~~Task 7 - Updates to public facing exhibits at key milestones of project design.~~
- Task 8 – 15% exhibits and cost estimates
- Task 8 – 30% construction plans and estimates
- Task 8 – 30% design submittal comment responses provided by the City or other reviewers as requested by the City.
- Task 8 – 60% Roadway design status plan set (non-official submittal).
- Task 8 - 90% construction plans and estimates

- Task 8 – 90% and 100% Construction Schedule
- Task 8 – 100% complete signed and sealed Plans, Specifications, and Estimates
- Task 9 – Draft 15% Design (Concept) drainage technical memorandum documenting scope of work, data collection, design assumptions, and summary of findings in an electronic .pdf format.
- Task 9 – 15% Design submittal comment responses provided by the City or other reviewers as requested by the City.
- Task 9 - 90% Design submittal comment responses provided by the City or other reviewers as requested by the City.
- Task 9 – Final (100% Design) drainage technical memorandum documenting scope of work, data collection, design assumptions, and summary of findings in an electronic .pdf format.
- Task 9 – Plan sheets in accordance with the PS&E submittals (15% Concept, 90% and 100% Design)
- Task 9 – Local Floodplain Administrator Notification Letter (90% Design)
- Task 10 – 15% exhibits, cost estimates, aesthetics, and renderings (2) for presentation at city open house.
- Task 10 – 30% bridge plans
- Task 10 - 30% design submittal comment responses provided by the City or other reviewers as requested by the City.
- Task 10 – 60% Bridge design status plan set (non-official submittal)
- Task 10 - 90% construction plans and estimate.
- Task 10 – 100% complete signed and sealed Plans, Specifications, and Estimates
- Task 11 – Proof of project registration via the TDLR Proof of Registration Sheet.
- Task 11 – Plan Review Report detailing the observed findings of elements that are not in compliance with the Texas Accessibility Standards (TAS).
- Task 11 – Inspection Report detailing the observed elements that are not in compliance with the Texas Accessibility Standards (TAS).
- Task 12 – Karst Memorandum
- Task 12 – Attend and Present to City of Bee Cave City Council regarding 15% submittal and findings.
- Task 12 – Attend and Present to City of Bee Cave City Council regarding crossing options including culvert configurations for various storm events.

CITY OF BEE CAVE
STANDARD PROFESSIONAL SERVICES AGREEMENT

THE STATE OF TEXAS §
§
TRAVIS COUNTY §

This Professional Services Agreement ("Agreement") is made and entered by and between the City of Bee Cave, Texas, (the "City") a home rule municipality organized and existing under the laws of the State of Texas, and HDR Engineering, Inc. ("Professional").

Section 1. Duration. This Agreement shall become effective upon execution by the City and shall remain in effect until satisfactory completion of the Scope of Work unless terminated as provided for in this Agreement.

Section 2. Scope of Work.

(A) Professional shall perform the Services as more particularly described in the Scope of Work attached hereto as Exhibit "A". The work as described in the Scope of Work constitutes the "Project". Unless otherwise provided in the Scope of Work, the anticipated submittal of all Project deliverables is immediately upon completion of the Project.

(B) The Quality of Services provided under this Agreement shall be performed with the professional skill and care ordinarily provided by competent Professionals practicing in the same or similar locality and under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent Professional holding the same professional license.

(C) The Professional shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.

(D) The Professional may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

Section 3. Compensation.

(A) The Professional shall be paid in the manner set forth in Exhibit "B" and as provided herein.

(B) *Billing Period:* The Professional may submit monthly, or less frequently, an invoice for payment based on the estimated completion of the described tasks and approved work schedule. Subject to Chapter 2251, Texas Government Code (the "Prompt Payment Act"), payment is due within thirty (30) days of the City's receipt of the Professional's invoice. Interest on overdue

payments shall be calculated in accordance with the Prompt Payment Act.

(C) *Reimbursable Expenses*: Any and all reimbursable expenses related to the Project shall be included in the scope of services (Exhibit A) and accounted for in the total contract amount in Exhibit "B". If these items are not specifically accounted for in Exhibit A they shall be considered subsidiary to the total contract amount.

Section 4. Changes to the Project Work; Additional Work.

(A) *Changes to Work:* Professional shall make such revisions to any work that has been completed as are necessary to correct any errors or omissions as may appear in such work. If the City finds it necessary to make changes to previously satisfactorily completed work or parts thereof, the Professional shall make such revisions if requested and as directed by the City and such services will be considered as additional work and paid for as specified under following paragraph.

(B) *Additional Work:* The City retains the right to make changes to the Scope of Work at any time by a written order. Work that is clearly not within the general description of the Scope of Work and does not otherwise constitute special services under this Agreement must be approved in writing by the City by supplemental agreement before the additional work is undertaken by the Professional. If the Professional is of the opinion that any work is beyond that contemplated in this Agreement and the Scope of Work governing the project and therefore constitutes additional work, the Professional shall promptly notify the City of that opinion, in writing. If the City agrees that such work does constitute additional work, then the City and the Professional shall execute a supplemental agreement for the additional work and the City shall compensate the Professional for the additional work on the basis of the rates contained in the Scope of Work. If the changes deduct from the extent of the Scope of Work, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement. Any work undertaken by Professional not previously approved as additional work shall be at risk of the Professional.

Section 5. Time of Completion.

The prompt completion of the services under the Scope of Work is critical to the City. Unnecessary delays in providing services under a Scope of Work shall be grounds for dismissal of the Professional and termination of this Agreement without any or further liability to the City other than a prorated payment for necessary, timely, and conforming work done by Professional prior to the time of termination. The Scope of Work shall provide, in either calendar days or by providing a final date, a time of completion prior to which the Professional shall have completed all tasks and services described in the Scope of Work.

Section 6. Insurance.

Before commencing work under this Agreement, Professional shall obtain and maintain the liability insurance provided for in attached Exhibit C throughout the term of this Agreement and

thereafter as required herein.

In addition to the insurance provided for in Exhibit C, Professional shall maintain the following limits and types of insurance:

Professional Liability Insurance: professional errors and omissions liability insurance with limits of liability not less than $1,000,000 per claim covering all work performed by the Professional, its employees, sub-contractors, or independent contractors. This coverage must remain in effect for at least two years after final payment with the Professional continuing to furnish the City certificates of insurance.

Workers Compensation Insurance: The Professional shall carry and maintain during the term of this Agreement, workers compensation and employer's liability insurance meeting the requirements of the State of Texas on all the Professional's employees carrying out the work involved in this contract.

General Liability Insurance: The Professional shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability not less than $1,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage, coverage shall be no less than $1,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be $1,000,000. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Professional or its employees carrying out the work involved in this Agreement. The general aggregate shall be no less than $1,000,000.

Automobile Liability Insurance: Professional shall carry and maintain during the term of this Agreement, automobile liability insurance with either a combined limit of at least $1,000,000 per occurrence for bodily injury and property damage or split limits of at least $1,000,000 for bodily injury per person per occurrence and $1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Professional or its employees.

Cyber Security Liability Insurance: Professional shall carry and maintain during the term of this Agreement, cyber security liability insurance on a per occurrence basis with limits of liability of not less than $1,000,000 per claim, covering any such unauthorized disclosure of Protected Information caused by a defect or failure of the Software or any electronic communication system maintained or controlled by Professional.

Subcontractor: In the case of any work sublet, the Professional shall require subcontractor and independent contractors working under the direction of either the Professional or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Professional.

Qualifying Insurance: The insurance required by this Agreement shall be written by non-assessable insurance company licensed to do business in the State of Texas and currently rated "B+" or better by the A.M. Best Companies. All policies shall be written on a "per occurrence basis" and not a "claims made" form. The City shall be named as an "additional insured" except for the Professional Liability policy. Evidence of such insurance shall be attached as Exhibit "C".

Section 7. Miscellaneous Provisions.

(A) *Subletting.* The Professional shall not sublet or transfer any portion of the work under this Agreement or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the City, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the City in the subletting of any work shall not relieve the Professional of any responsibility for work done by such subcontractor.

(B) *Ownership of Documents.* Upon completion or termination of this Agreement, all documents prepared by the Professional or furnished to the Professional by the City shall be delivered to and become the property of the City. All drawings, charts, calculations, plans, specifications and other data, including electronic files and raw data, prepared under or pursuant to this Agreement shall be made available, upon request, to the City without restriction or limitation on the further use of such materials PROVIDED, HOWEVER, THAT SUCH MATERIALS ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY THE CITY OR OTHERS. ANY REUSE WITHOUT PRIOR VERIFICATION OR ADAPTATION BY THE PROFESSIONAL FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE CITY'S SOLE RISK AND WITHOUT LIABILITY TO THE PROFESSIONAL. Where applicable, Professional shall retain all pre-existing proprietary rights in the materials provided to the City but shall grant to the City a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. The Professional may, at Professional's expense, have copies made of the documents or any other data furnished to the City under or pursuant to this Agreement. The Professional may utilize all of its work product and deliverables for archival, marketing and promotional purposes.

(C) *Professional's Seal.* To the extent that the Professional has a professional seal it shall be placed on all documents and data furnished by the Professional to the City and shall remain as placed in all iterations and uses of the documents and data. All work and services provided under this Agreement will be performed in a good and workmanlike fashion and shall conform to the accepted standards and practices of the Professional's industry. The plans, specifications and data provided by Professional shall be adequate and sufficient to enable those performing the actual work to perform the work as and within the time contemplated by the City and Professional. The City acknowledges that Professional has no control over the methods or means of work nor the costs of labor, materials or equipment. Unless otherwise agreed in writing, any estimates of costs by the Professional are for informational purposes only and are not guarantees.

(D) *Compliance with Laws.* The Professional shall comply with all federal, state and local laws,

statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Professional shall furnish the City with satisfactory proof of compliance.

(E) *Independent Contractor.* Professional acknowledges that Professional is an independent contractor of the City and is not an employee, agent, official or representative of the City. Professional shall not represent, either expressly or through implication, that Professional is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Professional.

(F) *Non-Collusion.* Professional represents and warrants that Professional has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Professional further agrees that Professional shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the services performed by Professional under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Professional, Professional shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Professional under or pursuant to this Agreement.

(G) *Force Majeure.* If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

(H) In the case of any conflicts between the terms of this Agreement and wording contained within the Scope of Services, this Agreement shall govern. The Scope of Services is intended to detail the technical scope of services, fee schedule, and contract time only and shall not dictate Agreement terms.

Section 8. Termination.

(A)This Agreement may be terminated:

(1) By the mutual agreement and consent of both Professional and City;

(2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;

(3) By the City, immediately upon notice in writing to the Professional, as consequence of the failure of Professional to perform the services contemplated by this Agreement in a timely or satisfactory manner;

(4) By the City, at will and without cause upon not less than thirty (30) days written notice to the Professional.

(B) If the City terminates this Agreement pursuant to Section 5 or subsection 8(A)(2) or (3), above, the Professional shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those services that have been timely and adequately performed by the Professional considering the actual costs incurred by the Professional in performing work to date of termination, the value of the work that is nonetheless usable to the City, the cost to the City of employing another Professional to complete the work required and the time required to do so, and other factors that affect the value to the City of the work performed at time of termination. In the event of termination that is not the fault of the Professional, the Professional shall be compensated for all basic, special, and additional services actually performed prior to termination, together with any reimbursable expenses then due.

Section 9. Indemnification. Professional shall indemnify, defend and hold harmless the City of Bee Cave, Texas and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a sub-contractor or supplier committed by Professional or Professional's agent, consultant under contract, or another entity over which Professional exercises control (whether active or passive) of Professional or its employees, agents or sub-contractors (collectively referred to as "Professional") (ii) the failure of Professional to comply with any of the paragraphs herein or the failure of Professional to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Professional expressly agrees to indemnify and hold harmless the Indemnitees, or any one of them, from and against all liabilities which may be asserted by an employee or former employee of Professional, or any of

its sub-contractors, as provided above, for which Professional's liability to such employee or former employee would otherwise be limited to payments under State Workers' Compensation or similar laws. Nothing herein shall require Professional to indemnify, defend, or hold harmless any Indemnitee for the Indemnitee's own negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of Professional in performing Services under this Agreement.

For Professional Liability Claims, Professional shall be liable for reasonable defense costs incurred by Indemnitees but only after final adjudication and to the extent and percent that Professional or Professional's agents are found negligent or otherwise at fault. As used in this Agreement, final adjudication includes any negotiated settlement and release of claims, without limitation as to when a negotiated settlement and release of claims occurs.

Section 10. Notices. Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

Section 11. No Assignment. Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.

Section 12. Severability. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

Section 13. Waiver. Either City or the Professional shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

Section 14. Governing Law; Venue. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Travis County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Travis County, Texas.

Section 15. Paragraph Headings; Construction. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

Section 16. Binding Effect. Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

Section 17. Gender. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

Section 18. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 19. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 20. Entire Agreement. It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

Section 21. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

Section 22. Right To Audit. City shall have the right to examine and audit the books and records of Professional with regards to the work described in Exhibit A, or any subsequent changes, at any reasonable time upon reasonable notice. Such books and records will be maintained in accordance with generally accepted principles of accounting and will be adequate to enable determination of: (1) the substantiation and accuracy of any payments required to be made under this Agreement; and (2)

compliance with the provisions of this Agreement.

23. Dispute Resolution. In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

24. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire. Professional represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code and Chapter 2252 of the Texas Government Code.

25. Certificate of Interested Parties (TEC Form 1295). For contracts needing City Council approval, or any subsequent changes thereto requiring City Council approval, the City may not accept or enter into a contract until it has received from the Professional a completed, signed, and notarized TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission ("TEC"), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Professional understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering into this Agreement. Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and notarized, and provided to the City. The TEC Form 1295 must be provided to the City prior to the award of the contract. The City does not have the ability to verify the information included in a TEC Form 1295, and does not have an obligation or undertake responsibility for advising Professional with respect to the proper completion of the TEC Form 1295.

26. Texas Government Code Mandatory Provision. The City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it: (i) does not boycott Israel; (ii) will not boycott Israel during the term of the contract; (iii) does not boycott energy companies; (iv) will not boycott energy companies during the term of the contract; (v) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (vi) will not discriminate during the term of the contract against a firearm entity or firearm trade association (Texas Government Code, Chapter 2271.002; 2274.002).

Professional hereby verifies that it does not boycott Israel, and agrees that, during the term of this

agreement, will not boycott Israel as this term is defined in the Texas Government Code, Section 808.001, as amended. Professional hereby verifies that it does not boycott energy companies, and agrees that, during the term of this agreement, will not boycott energy companies as this term is defined in Texas Government Code, Section 809.001, as amended. Professional hereby verifies that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and agrees that, during the term of this agreement, will not discriminate against a firearm entity or firearm trade association as those terms are defined in Texas Government Code, Section 2274.001, as amended.

Further, Professional hereby certifies that it is not a company identified under Texas Government Code, Section 2252.152 as a company engaged in business with Iran, Sudan, or Foreign Terrorist Organizations.

EXECUTED, by the City on this the 4th day of April, 2022.

CITY:

By: _____
Name: Clint Garza
Title: City Manager

PROFESSIONAL:

By: _____
Name: MARK D. Borenstein
Title: Vice President

ADDRESS FOR NOTICE:

CITY

City of Bee Cave
Attn: Clint Garza, City Manager
4000 Galleria Parkway
Bee Cave, TX 78738

PROFESSIONAL

HDR Engineering, Inc.
Attn: Curtis Rokicki
710 Hesters Crossing #150
Round Rock, Texas 78681

with a copy to:

Denton Navarro Rocha Bernal & Zech, P.C.
Attn: Bee Cave City Attorney
2500 W. William Cannon Dr., Suite 609
Austin, Texas 78745-5320

Exhibit "A"

Scope of Services

SERVICES TO BE PROVIDED BY THE CITY

In addition to the services listed in the Agreement, the City will provide the following services.

- Provide a sample set of plans
- Furnish a point of contact to coordinate aspects of the Project.
- Provide design reviews or statement waiving design reviews
- If the bid package is intended to be split among multiple contractors, City of Bee Cave will identify which items of work are included in each bid package.
- Furnish reference documents, information, and project data for the development of the Project including but not limited to previous hydraulic analysis, sample set of plans, and hydraulic gauge data.
- Print on City letterhead, sign and mail Right of Entry (ROE) requests prepared by the ENGINEER. The City will address issues regarding refusal to grant ROE or communication with landowners who are hostile with respect to the completion of this scope of services.
- Provide additional coordination with adjacent property owners, as needed.
- Provide coordination for utility relocations, if applicable, based on identification from the ENGINEER.
- Provide location recommendations for proposed utility adjustments, if applicable, and verification & monitoring of those adjustments.
- Preparation and submission of reimbursable utility agreement assemblies.
- Provide timely reviews and approvals of required documentation including, working documents, reports, and drawings.
- Perform timely review and processing (30-60 days) of monthly invoice submissions.
- Provide available accident history and traffic counts documented in the project vicinity.

SERVICES TO BE PROVIDED BY THE ENGINEER

GENERAL PROJECT OVERVIEW

This project includes site investigation and design services for the Great Divide Drive at Little Barton Creek located in the City of Bee Cave, Texas. The existing creek crossing consists of 3-24" CMP's that overtop frequently creating a safety hazard as Great Divide Drive provides the only ingress/egress access for the neighborhood. Site investigation includes site survey and geotechnical exploration. The new bridge is expected to remain a low water crossing but is to clear the 10-year storm event as recommended by the City.

PROJECT MANAGEMENT (Task 1)

- **Project management.**
  - Prepare monthly project invoices with progress report.
  - Prepare project schedule and update as needed. Submit with project invoices.
  - Project filing and data management.
  - The ENGINEER will perform a quality control review of all work for compliance with accepted practices and procedures, policies, standards, specifications and design criteria.
- **Subconsultant coordination.**
  - The ENGINEER will conduct team meetings with project subconsultants.
  - The ENGINEER will execute contracts, monitor activities, review and recommend approval of sub consultant invoices.
- **Review/Progress Meetings**
  - The ENGINEER will attend progress meetings (up to three) with city officials and provide meeting minutes. These meetings will be done to evaluate project status, determine necessary adjustments to the project work plan and schedule and discuss and resolve project technical issues. These meetings will include coordination and review meetings for the submittals as defined.
  - The ENGINEER will attend a 30% Over-the-Shoulder meeting with city officials and provide meeting minutes.

SURVEYING AND PHOTOGRAMMETRY (Task 2)

DESIGN SURVEY

- **Project Control**
  - ENGINEER will establish up to 3 primary project control points within the project limits. The survey control points (5/8" iron rods with SAM Control" plastic caps) will be set in locations that will likely be undisturbed by construction or County maintenance. Horizontal values will be referenced to the NAD83 (2011) Texas Coordinate System, Central Zone). Horizontal values will be represented in US Survey Feet (USFT) and will be adjusted to surface by multiplying by a surface adjustment factor to be provided by the City. The vertical

values for this project will be based on the North American Vertical Datum of 1988 (NAVD 88), Geoid 2012B model.

- **Right of Entry (ROE)**
  - ENGINEER shall attempt to obtain right-of-entry (ROE) for approximately three (3) private properties for the purpose of collecting ROW and Design survey data. ENGINEER anticipates that the City will handle problems regarding any refusal to grant ROE or communication with private property owners who are hostile with respect to the completion of this scope of services. ENGINEER shall document any interactions with property owners while performing the work.
- **Design Survey**
  - ENGINEER will utilize conventional survey methods or Global Positioning Systems to collect cross-sections and break lines at approximate 50-foot intervals within the above-described project limits. Major grade-break lines necessary to produce a one-foot interval contour DTM will be collected, as well as any visible improvements including driveways (with type noted), driveway pipes, drainage structures (noting size, material and flowline elevation), edge of pavement, edge (shoulder) line, crown (physical centerline), guardrail, fences, signs (with text) and mailboxes, visible utilities and visible evidence of underground utilities. Trees, 4-inches and larger in diameter, within the project limits will be located and tagged (noting size and species).

<u>RIGHT OF WAY (Task 3)</u>

RIGHT OF WAY SURVEY (up to 3 ROW Parcels)

- **Records Research and Deed Study**
  - ENGINEER will perform a ROW survey along the proposed alignment of Great Divide Drive. Upon notice to proceed, ENGINEER will conduct research in the Travis County offices to confirm property ownership for the 3 affected properties (subject properties). Concurrently, copies of the current deeds and any plats for subject properties will be obtained from the County Clerks' records. ENGINEER anticipates that Title Commitments, Title Reports, and any other form of records research beyond obtaining current deeds and plats will be provided by others. Obtaining any additional records (including easements, chain of title, or any encumbrances) is outside of this scope of services.
- **Field Surveys**
  - ENGINEER will recover monuments marking the existing ROW lines (if any) and the front corners of the properties from which ROW is to be obtained and will tie to the project control. ENGINEER will recover the corner or angle point monuments nearest to the proposed ROW on the sideline of each of the subject properties and these corners will be tied to the project control. ENGINEER will utilize the above-described design survey planimetric file to show any visible improvements within the proposed ROW acquisition parcels. Building corners

within 25 feet of the proposed ROW will be located in the field and dimensioned on ROW map sheets and parcel plats.

- **Boundary Analysis**
  - Utilizing the deed study and the data from the field survey, ENGINEER will analyze the results of the survey and perform computations related to the analysis. Location of the existing ROW lines and the side property lines of each of the subject properties will be determined by ENGINEER.
- **Preparation of Documents**
  - ENGINEER will develop a base file showing ownership of the subject properties. Properties adjacent to the existing/proposed right of way within the project limits will be labeled with the owner's name and deed recordation information.
  - Utilizing the boundary surveys performed by ENGINEER and the proposed ROW line location provided by the City, ENGINEER will compute the boundaries of the ROW parcels for each of the subject properties.
  - ENGINEER will draft plats for the 3 parcels for ROW acquisition. The plats will be prepared on 8 1/2" x 11" pages at a scale dependent upon parcel size. A closure computation will be prepared for each of the plats.
  - ENGINEER will prepare a field note (metes and bounds) description for each of the 3 parcels. A closure computation will be prepared for each of the descriptions.

GEOTECHNICAL (Task 4)

- **Bridge Soil/Rock Borings.**
  - The Geotechnical investigation should include soil borings on each abutment with a minimum of two (2) soil/rock borings in accordance with the TxDOT geotechnical manual. The borings should be approximately 40-feet deep. Texas Cone Penetration (TCP) tests or Standard Penetration tests will be performed at 5-ft intervals, soil samples will be obtained with Shelby tubes and/or split spoons and intact limestone will be cored with NXB Wireline core barrel.
  - The Geotechnical investigation should include a minimum of two (2) soil borings to a depth of 10 feet for the bridge approaches and temporary access road.
  - The Geotechnical investigation should include laboratory testing to include, but not limited to, Moisture content, Minus 200 Sieve, Atterberg Limits, unit weights, unconfined compressive strength tests and soil classification tests on selected soil samples and rock cores obtained from the borings.
- **Geotechnical Report.**
  - The Geotechnical report should include a boring location plan, soil boring logs, laboratory tests results, description of soil and rock conditions, and foundation recommendations for the proposed bridge. The foundation recommendations should include allowable bearing capacity, skin friction values, pier seating depths and construction consideration considerations such as casing and pumping of pier holes. The Geotechnical report should be prepared and sealed by a licensed engineer in the State of Texas.

- **Pavement Design.**
  - The Geotechnical report should include pavement thickness recommendations for the bridge approaches on Great Divide Drive and the temporary access road. The pavement recommendations should include subgrade preparation and stabilization, if needed. The pavement design should be based on street classification and traffic parameters provided by the owner. The pavement thickness should be developed using TxDot FPS-21 Computerized Pavement Design.

ENVIRONMENTAL STUDIES (Task 5)

- **Environmental Documentation**
  - Each environmental service provided by the Engineer shall have a deliverable. Deliverables shall summarize the methods used for the environmental services and shall summarize the results achieved. The summary of results shall be sufficiently detailed to provide satisfactory basis for the City Due Diligence investigations thorough review by the State, and (where applicable) agencies with regulatory oversight. Deliverables shall meet regulatory requirements for legal sufficiency and shall adhere to the requirements for state and federal laws.
  - Quality Assurance/Quality Control Review

    For each deliverable, the Engineer shall perform quality assurance quality control (QA/QC) reviews of environmental documents and other supporting environmental documentation.

- **Due Diligence Report and Documentation**
  - Definition of technical report and documentation for environmental services: a report, checklist, form, or analysis detailing resource-specific studies identified during the process of gathering data to provide evidence of environmental research and field activities to comply with required federal and state laws, regulations, and statues.

    Some examples of environmental technical research and documentation are listed below:

    - Biological evaluation of threatened and endangered species and potential habitat
    - Texas Historical Commission coordination for Archeological materials
    - Hazardous Materials Site Assessment
    - Historic Resources
    - Waters of the US Jurisdictional Determination, wetland mapping, and permitting analysis
  - **Deliverables:**
    - Due Diligence Report summarizing the research and actions outlined below. This documentation will be submitted to the City to be kept in the project file for review/audit by the State or regulating agencies.

- **Archeological Resources**
  - The Archeological Permit Application shall be produced by a professional archeologist as defined in 13 TAC §26.4(2).
  - The Permit Application shall conform to the current Review Standard available from the State.
  - The Archeological Permit Application for the project must define and consider alternatives selected for detailed study, including existing right of way, proposed new right of way, easements (temporary and permanent), and any other project-specific location designated by the State. The Permit Application shall consider the likely depth of impacts resulting from the proposed project.
  - To complete the Archeological Permit Application, the professional archeologist shall undertake a review of existing data, including, but not limited to, the Texas Archeological Sites Atlas, geologic maps, soil maps, Potential Archeological Liability Map (PALM) of the project area (if applicable), aerial photographs, and historic maps. Based on this review, the Archeological Permit Application shall identify and plot on a map the areas that require field investigation to evaluate the project's effects on archeological resources and cemeteries and shall identify the areas in which the proposed project would have no effect on archeological resources and cemeteries. The Archeological Permit Application shall identify any areas proposed for field investigation where impacts are deep, extending beyond three feet in depth.
  - Once the Permit is approved by the Texas Historical Commission, the Archeological Survey will be carried out on those areas identified in the Permit. Shovel testing of the surface sediments will include 30cm x 30cm x 50cm (depth) test pits will be excavated by hand and tested for cultural materials.
  - Any cultural materials will be presented in the Archeological Survey report, to be submitted to the THC for their review and approval.
  - Cultural materials excavated during the survey will be curated at the Texas Archeological Research Laboratory.
  - Mechanical excavation and site curation would require supplemental work authorization.

  - **Deliverables:**
    - Archeological Permit Application
    - Archeological Survey
    - Archeological Survey Report

- **Determining Impacts to Waters of the United States, including Wetlands**
  - The Engineer shall identify waters within the boundaries of the project area.
  - The Engineer shall make a preliminary determination of USACE jurisdiction. Restrict the level of effort to identification without formal delineation

- The Engineer shall delineate waters of the United States (WOUS), including wetlands.
  - Provide documentation which shall include field work and compilation of field documentation for WOUS, including wetland delineations. Wetland delineations shall be performed in accordance with the current USACE Wetlands Delineation Manual (Technical Report Y-87-1) and, if appropriate, the Great Plains, Arid West, or Atlantic and Gulf Coastal Plain Supplement to Technical Report Y-87-1.
  - Stake WOUS boundaries in the field.
  - Map the boundaries of the WOUS with the global positioning system per guidance from the USACE, and state the boundaries in the field.
  - USACE Nationwide Permit 14 for Linear Transportation Projects with no Preconstruction Notification is presumed for this project. If additional permitting is required, additional work will be done under a supplemental work authorization.
  - If additional USACE permitting including Preconstruction Notifications (PCNs) or individual permits are required, these tasks would be provided under a supplemental work authorization.
- **Deliverables:**
  - The Engineer shall provide documentation of the WOUS determinations and delineations.

- **Stormwater Permits (Section 402 of the Clean Water Act)**

  The Engineer shall:

  - Describe the need to use the TPDES General Permit, TX 150000. The text will describe how the project will comply with the terms of the TPDES, including the Stormwater Pollution Prevention Plan.
  - **Deliverables:**
    - The Engineer shall provide documentation of the Section 402 project requirements and TCEQ coordination and required Project BMPs to be incorporated.

- **Threatened or Endangered Species**

  The Engineer shall perform biological services.

  - Surveys for Protected Species or Habitat of Protected Species based on the most current TPWD threatened and endangered species list.
    The Engineer shall:
    - Perform surveys of protected species or habitat of protected species. This shall include:
      - Species listed by the United States Fish and Wildlife Service (USFWS) as threatened or endangered or proposed for listing as threatened or endangered (50 CFR 17.11-12),
      - Species that are candidates for review for listing by USFWS as threatened or endangered (per most recently updated list in Federal Register),

        - Species listed as threatened or endangered species or species of greatest conservation need (SGCN) by the State of Texas Threatened and Endangered Species Listings, Texas Park and Wildlife Department (TPWD),
        - Species protected by the Migratory Bird Treaty Act (50 CFR 10.13) and the Bald and Golden Eagle Protection Act (16 U.S.C. 668-668c).
    - Examine existing data to determine the likelihood that rare species, protected species, their habitat, or designated critical habitat (per 50 CFR §17.94-95) could be impacted by the Transportation Activity. Existing data shall include the Element Occurrence Identification (EOID) records of the TPWD Natural Diversity Database, following the Guidelines set forth in the most current version of TPWD's Guidelines for TXNDD Data Analysis.
    - It is not anticipated that the Project will provide habitat for Threatened and Endangered Species. Should habitat be present or threatened and endangered species individuals are identified in the project area, additional tasks would be provided under a supplemental work authorization.
  - Habitat Analysis and Characterization of Project Study Area. The Engineer shall perform an analysis and characterization of habitat and habitat impacts for the study area and documented in the Due Diligence Report. For transportation activities involving new right-of-way or easements, including temporary easements, the habitat description shall address the entire study area. If lack of access to the new location right-of-way limits field observation for the habitat description, existing published sources shall be used to provide an estimate. Land use within and outside the proposed right-of-way shall be described. In addition, the description of vegetation in the new right-of-way or easements shall include the following:
        - Dominant Species for each vegetation stratum (i.e., tree, shrub, vine, herbaceous [grass and forbs]) present,
        - Height of trees (range), if present,
        - Diameter at Breast Height (DBH) of trees (range and average), if present,
        - Percent canopy cover of trees, if present,
        - Acreage for each vegetation type present.
    - The habitat analysis shall contain a description of anticipated impacts to the following:
        - Any vegetation, broken down by plant community (as above),
        - Unusual vegetation features (as above),
        - Special habitat features (as above),
        - Habitat for any protected species (as above),
        - Any other habitat feature identified by and considered to be important to the State's District.

      Note: The description of anticipated impacts shall be based on impacts that can be predicted as a result of construction activities and the kind(s) of facility proposed for the Transportation Activity.
  - **Deliverables:**
    - Survey Reports and Habitat Analyses included in the appendices of the Due Diligence Report.

- **Initial Assessment of Hazardous Materials Impacts**

  The Engineer shall:

  - The Engineer shall perform an Initial Site Assessment (ISA) for potential hazardous materials impacts for the limits of the study area.
    - Note: The ISA shall determine the potential for encountering hazardous materials in the study area, including possible environmental liability, increased handling requirements (e.g., soil or groundwater), and potential construction worker health and safety issues.
    - Note: The Engineer is responsible for reviewing and being familiar with the State's guidance related to the development of the ISA and the Hazardous Material process.
  - The Engineer's completed ISA shall include, when applicable, full copies of list search reports, including maps depicting locations, copies of agency file information, photographs, recommendations, and any other supporting information gathered by the Engineer to complete the ISA.
  - Based on the ISA information, the Engineer shall provide a report discussing the known or potential hazardous materials impacts suitable for inclusion in the environmental document. The report of hazardous materials impacts shall include, when applicable:
    - A concise summary of relevant information gathered during the ISA, including sufficient information to show that the study area for the Transportation Activity was investigated for known or potential hazardous material contamination.
    - A concise description of the scope of the hazardous materials ISA, disclosure of any limitations of the assessment, and a statement indicating who performed the assessment.
    - Disclosure of known or suspected hazardous material contamination that is anticipated to be encountered during construction.
    - A discussion of any required or recommended special considerations, contingencies or provisions to handle known or suspected hazardous material contamination during right-of-way negotiation and acquisition, property management, design and construction.
    - A summary of any early coordination or consultation conducted with the regulatory agencies, local entities or property owners.
  - Should the findings of the ISA conclude that additional investigation, special considerations, or other commitments from the City are required during future stages of project development, the Engineer shall review those findings and commitments with the City prior to completing the hazardous materials discussion for the environmental document. Additional investigations, including Phase 2 and Phase 3 inspections or site remediation would be provided under a supplemental work authorization.
  - **Deliverables:**
    - Hazardous materials investigation and risk analysis in the Due Diligence Report.

UTILITY COORDINATION (Task 6)

- **Utility Coordination.**

The ENGINEER will perform utility coordination/engineering services related to the number of existing utilities identified to date.

- The ENGINEER has identified the following utilities as being present within the project limits for which this Work Authorization is based upon: The number of existing utilities or utility identification within the project limits are not confirmed at this time; the utilities found by Texas Utility One-Call System and aerial photography, generated the following tentative list:
  - Charter-Spectrum;
  - Austin Energy;
  - AT&T;
  - West Travis County Public Utility Agency (water and hydrant noted);
  - No sewer has been identified, at this time; and
  - Low-water flood control gauge station noted.
- Coordination activities include meeting and contacting with utilities on the project, initial project notifications, preparation of existing utility layouts, preparation of contacts lists, reviewing conflicts between the utilities and the proposed project, resolutions of utility conflicts, creation of a utility conflict list, creating a utility tracking report, and review of the proposed utility adjustments.
- The ENGINEER will identify and contact identified utility companies
  - Issue project notifications to identified utility companies
  - Contact, request, and confirm utility record drawings, utility as-builts, and facility information (SUE QL-D)
  - SUE QL-C, based on utility information within the ground survey information
  - Develop a utility company contact matrix
  - Develop utility facility matrix in an Excel format
    - Name of utility company
    - Contact name/address/phone/e-mail
    - Type(s) of facility
    - Utility notification date
    - Located within ROW or private easement
    - Location of potential conflict(s)
    - Utility adjustment or protect-in-place needs
    - ROW cleared
    - Comments section - this section will be used to track any correspondence from utility companies. This section will contain dates of correspondence.
    - Identified action items and due dates

  - Develop a utility layout in DGN and PDF formats, based on utility record information received from utility companies (SUE QL-D) and survey information (SUE QL-C)

- Identify existing and proposed utilities - size, location, ownership, and number of lines in a particular utility facility
- Existing and proposed ROW
- Identify any existing and proposed utility easements
- Existing and proposed edge of roadway
- Identify existing and proposed pertinent structures, which the utility could be in conflict with
- Background image

PUBLIC INVOLVEMENT (Task 7)

- The ENGINEER will plan and implement one in-person community engagement event to present 15% design alternatives for the Great Divide Bridge, in coordination with the Communications Director of Bee Cave. The meeting will be held at Bee Cave City Hall and provide an overview of the purpose and need and will provide attendees an opportunity to share feedback. The ENGINEER will collect feedback from the community to inform the continuing design of the bridge.
- The ENGINEER will work with the Communications Director to notify the community of the upcoming events via social media and local news media. The ENGINEER will prepare a notification postcard and mailer to raise community awareness of the event.
- The ENGINEER will draft and develop materials and exhibits including name tags, sign-in sheet, fact sheet, comment cards, survey, and up to 10 large-format exhibits (36x48). The ENGINEER will prepare and produce all approved exhibits and materials and will transport all meeting materials to and from the venue, as well as set up and break down. The ENGINEER will provide technical staff to answer any questions during the meeting and will host a sign-in table as well as assist community members with filling out the survey and comment cards if needed.
- The ENGINEER will also build and manage an on-demand virtual open house to present the meeting information online for a defined period of time for community members unable to attend the in-person event. The virtual open house will be presented via an ArcGIS StoryMap and will allow attendees to view the same exhibits and materials presented at the in-person event, as well as share their feedback via and online survey and a similar comment mechanism. The ENGINEER will provide a meeting comment summary for both the in-person and virtual events.
- The ENGINEER will also develop and maintain a stakeholder/community engagement database for community members who wish to sign up for email updates.
- The ENGINEER will also update public facing exhibits for update to City Council at 30%, 90% and 100% design.

ROADWAY DESIGN & PS&E (Task 8)

- The ENGINEER shall prepare 15% concept, in accordance with the City's criteria, for approval by the City. The concept shall include the following:
  - Concept (Roadway and TCP Exhibits)
  - Typical Sections, existing and proposed.
  - Plan and Profile Sheet.
  - Drainage Area Maps for External Drainage
  - Hydrologic Data Sheet
  - Hydraulic Data Sheet
  - Interim Culvert Layout
  - Estimate
- The ENGINEER will attend a 30% Over-the-Shoulder meeting with city officials.
- The ENGINEER shall prepare 90% and 100% roadway and drainage plans, specifications, and estimates necessary for construction of the project in accordance with the City's criteria. The plans shall include, as applicable to each milestone submittal, the following:
  - Title Sheet, with project information, limits, location map, signature blocks, index of sheets, and other City information.
  - Typical Sections, existing and proposed, with dimensioned roadway widths, cross slopes, station limits, and pavements sections.
  - General Notes, necessary for construction of the project, including a basis of estimate.
  - Summary Sheets, with quantities broken down by discipline.
  - Traffic Control Plan, including narrative, phasing sheets, and standards.
  - Survey Control Sheets (insert from surveyor).
  - Removal Layout, showing items to be removed.
  - Plan and Profile Sheet, with alignment data, station, and offsets of roadway geometry, signing, striping, and ditch geometrics.
  - Driveway Detail Sheets, with driveway dimensions, profiles, and spot grading
  - Drainage Area Maps for Internal and External Drainage
  - Hydrologic Data Sheet
  - Hydraulic Data Sheet
  - Proposed Ditch Plan & Profile
  - Interim Culvert Layout
  - Special Details
  - List of Specifications
  - Stormwater Pollution Prevention Plan (SW3P) Narrative, for permitting.
  - Erosion Control Layout, with temporary and permanent Best Management Practices (BMPs).
  - Roadway Detail Sheet (1).
  - Applicable City and TxDOT standards.
  - Cross Sections at 50' intervals (excluding culvert) showing existing and proposed ground.
- The ENGINEER shall prepare a construction schedule utilizing Microsoft Project at the 90% deliverable
- The ENGINEER shall perform QA/QC on deliverables.
- The ENGINEER shall develop plan sheets illustrating pavement markings and signing appropriate to the project and in compliance with TXDOT standards and the TMUTCD.

DRAINAGE ANALYSIS (Task 9)

The Great Divide Drive low water crossing is located on the Little Barton Creek with a contributing watershed of approximately 8.5 square miles. The project area is located within Travis County and is contained within a FEMA regulated Zone AE floodplain.

The purpose of this task is to prepare drainage Technical Memorandum documenting drainage design and floodplain impact analysis for the existing low water crossing and proposed bridge replacement project.

The following tasks are required:

- **Data Collection** – The Engineer shall provide and obtain the following data:
  - Collect available data including GIS data and maps (LiDAR, SSURGO soils, land use and other watershed datasheets), site survey data, previous reports and studies, and readily available rainfall history for the area. Particular sources of data collected must include, but are not limited to, the State, County, and Federal Emergency Management Agency (FEMA).
  - Collect available Flood Insurance Rate Maps (FIRMs), Flood Insurance Study (FIS) study data, and models.
  - Meet with local government official or floodplain administrator to obtain historical flood records including high water marks, gauge data or frequency of road closures.
- **Hydrologic Calculations**
  - Develop the drainage area boundaries and hydrologic parameters such as impervious covered areas, and overland flow paths and slopes from appropriate sources including, but are not limited to, topographic maps, GIS modeling, construction plans, and existing hydrologic studies. The Engineer shall not use existing hydrologic studies without assessing of their validity. If necessary, obtain additional information such as local rainfall from official sites such as airports. Drainage area boundaries will be defined using best available topographic information. Provided topographic survey within the State ROW will be supplemented with available TNRIS LiDAR data.
  - Define precipitation depth-duration-frequency and intensity-duration-frequency (IDF) data for the entire length of the project (multiple watersheds) using national Atmospheric and Oceanic Administration (NOAA) Atlas 14 precipitation data in accordance with local criteria. Methodology to be determined during Design Criteria meeting with the City.
  - Include, at a minimum, the "design" frequency to be specified in the Design Criteria meeting with the City and the 1% Annual Exceedance Probability (AEP) storm frequency. The report must include the full range of frequencies (50%, 20% 10%, 4%, 2%, and 1% AEP).
  - Develop historical event gage adjusted rainfall data (5-minute precipitation hyetographs) for up to three (3) historical events to be used in hydrologic validation. Historical events will be selected based on available stream gage data and high-water marks for associated events along Little Barton Creek within the project area. Available NOAA NEXRAD radar data and rainfall gage data will be taken from gages within the surrounding area.

- Calculate discharges using the Curve Number Unit Hydrograph method. Curve number unit hydrograph method calculations will be validated to a minimum of two historic storm events and gage data provided by the City at Hamilton Pool Road and Great Divide Drive.

- **Complex Hydraulic Design**
  - Perform hydraulic design and analysis for the interim detour culvert and ultimate bridge structures using appropriate hydraulic methods, which may include computer models such as HEC-RAS 1D or unsteady HEC-RAS 2D. Data entry for appropriate hydraulic computer programs shall consist of a combination of both on-the-ground survey and other appropriate sources including but not limited to topographic maps, LiDAR, GIS modeling, and construction plans and existing hydrologic studies.
  - If a "best available data" model is provided by the local floodplain administrator, it must be utilized accordingly for this analysis. Review the provided base model for correctness and updated as needed. If the provided effective model is not in a HEC-RAS format, convert it to HEC-RAS for this analysis.
  - Develop hydrologic model storage-discharge relationships using developed hydraulic models to account for hydrological channel routing through the watershed.
  - Consider pre-construction and post-construction conditions as determined in the Scope of Work and evaluate impacts to the 1% AEP floodplain and adjacent habitable structures and adjacent properties.
  - Quantify impacts, beneficial or adverse, in terms of increases in peak flow rates and water surface elevations for the above listed hydraulic conditions and hydrologic events. Impacts will be determined both upstream and downstream of the bridge crossings.
- **Scour Analysis**
  - Perform a scour analysis for the existing and proposed bridge structure in accordance with City and State approved methodologies.
  - Develop the potential scour depths, envelope and recommended countermeasures including bridge design modifications and/or revetment.
  - Develop scour documentation stating assumptions, methodologies, and results to be included the Drainage Technical Memorandum.

The ENGINEER shall perform QA/QC on deliverables.

BRIDGE DESIGN (Task 10)

- The bridge ENGINEER shall coordinate with other engineering disciplines such as roadway, hydraulics, and geotechnical to design a bridge structure over Little Barton Creek.
- The ENGINEER will attend a 30% Over-the-Shoulder meeting with city officials.
- General - Analysis and design of the bridge structure is to be per AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges (Dec. 2009), AASTHO Bridge Design Specifications 2020, 9th Edition, and TxDOT Bridge Design Manual – LRFD (November 2021). Applicable City of Austin, and TxDOT Standard drawings will also be used.

- Bridge options shall be evaluated for cost effectiveness, aesthetics, and appropriateness to the site. Options are to include: 1) Prestressed concrete slab beams (phased and not phased) and 2) multiple box culverts. Additional items to be considered will be aesthetic specific, such as rails, and concrete form liners.
- The geotechnical report will be reviewed for bridge foundation designs.
- A bridge layout plan sheet showing begin and end bridge in plan and elevation view will be provided.
- Bridge detail sheets will be provided. These sheets will be appropriate to the final specific bridge type.
- Quantities for bridge items will be developed using City of Austin construction specifications and bid items.
- Deliverables will be detail checked and include a quality control review.

TDLR (Task 11)

- The ENGINEER proposes to perform the following services in compliance with the Chapter 469 of the Texas Government Code, State of Texas Architectural Barriers Act to verify compliance with the Texas Accessibility Standards (TAS):
  - Register the project with TDLR
  - Perform plan review of the project construction documents
  - Perform the final inspection of the project upon completion

PROJECT DELIVERABLES – All deliverables will be in electronic format

- Task 2 - 2D planimetrics, 3D DTM (Microstation V8i)
- Task 2 - GPK and TIN file (3D surface file)
- Task 2 - 1-Foot Contour map (Microstation V8i DGN format)
- Task 2 - Word doc file of surveyed points list and descriptor code list
- Task 2 - Survey Control Sheets signed, sealed, and dated by a Registered Professional Land Surveyor on 11 x 17 pdf.
- Task 2 - PDF file of scanned field book copies
- Task 3 - Legal description for each parcel (signed and sealed) (Up to 2).
- Task 3 - Survey plat on 8 1/2"x11" for each parcel (signed and sealed) (Up to 2).
- Task 3 - One set of area computation sheets for legal descriptions and plats and ROW maps for parcels.
- Task 4 - Geotechnical report with field and laboratory test results and bridge foundation recommendations.
- Task 5 – Due Diligence Report
- Task 5 – Archeological Permit Application
- Task 5 – Archeological Survey Report
- Task 5 – Clean Water Act compliance evaluation and summary memo
- Task 5 – Documentation of Section 402 compliance and TCEQ coordination and required project BMP's

- Task 5 – Hazardous materials investigation and risk analysis included in the Due Diligence Report
- Task 7 - Event planning, logistics coordination and staff participation to successfully hold an in-person event
- Task 7 - Development and production of all meeting materials and exhibits to be shared at the in-person and virtual events, as outlined in the scope.
- Task 7 - Draft and final post-open house meeting comment report in Word format
- Task 7 - Stakeholder/community database in Excel format.
- Task 7 - Updates to public facing exhibits at key milestones of project design.
- Task 8 – 15% exhibits and cost estimates
- Task 8 - 90% construction plans and estimates
- Task 8 – 90% and 100% Construction Schedule
- Task 8 – 100% complete signed and sealed Plans, Specifications, and Estimates
- Task 9 – Draft 15% Design (Concept) drainage technical memorandum documenting scope of work, data collection, design assumptions, and summary of findings in an electronic .pdf format.
- Task 9 – 15% Design submittal comment responses provided by the City or other reviewers as requested by the City.
- Task 9 - 90% Design submittal comment responses provided by the City or other reviewers as requested by the City.
- Task 9 – Final (100% Design) drainage technical memorandum documenting scope of work, data collection, design assumptions, and summary of findings in an electronic .pdf format.
- Task 9 – Plan sheets in accordance with the PS&E submittals (15% Concept, 90% and 100% Design)
- Task 9 – Local Floodplain Administrator Notification Letter (90% Design)
- Task 10 – 15% exhibits, cost estimates, aesthetics, and renderings (2) for presentation at city open house.
- Task 10 - 90% construction plans and estimate.
- Task 10 – 100% complete signed and sealed Plans, Specifications, and Estimates
- Task 11 – Proof of project registration via the TDLR Proof of Registration Sheet.
- Task 11 – Plan Review Report detailing the observed findings of elements that are not in compliance with the Texas Accessibility Standards (TAS).
- Task 11 – Inspection Report detailing the observed elements that are not in compliance with the Texas Accessibility Standards (TAS).

Exhibit "B"

Compensation

Exhibit B
City of Bee Cave
Engineering Fee Estimate Summary
Great Divide Drive

Lump Sum	
TASK	FEE
1. Project Management	$ 45,600.00
2. Surveying and Photogrammetry	$ 16,196.00
3. Right of Way	$ 12,198.00
4. Geotechnical	$ 16,000.00
5. Environmental Studies	$ 42,768.00
6. Utility Coordination	$ 35,777.00
7. Public Involvement	$ 24,146.00
8. Roadway Design & PS&E	$ 77,971.00
9. Drainage Analysis	$ 44,843.00
10. Bridge Design	$ 100,665.00
11. TDLR	$ 1,825.00
Direct Expenses	$ 4,074.00
Lump Sum Fee	$ 422,063.00

Exhibit "C"

Evidence of Insurance

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Willis Towers Watson Midwest, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: Willis Towers Watson Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Liberty Mutual Fire Insurance Company	23035
INSURER B: Ohio Casualty Insurance Company	24074
INSURER C: Liberty Insurance Corporation	42404
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
HDR Engineering, Inc.
1917 South 67th Street
Omaha, NE 68106

COVERAGES

CERTIFICATE NUMBER: W24615289

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR X Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y	Y	TB2-641-444950-031	06/01/2021	06/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	AS2-641-444950-041	06/01/2021	06/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000
B	UMBRELLA LIAB ☒ OCCUR X EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION $ 0	Y	Y	EUO(22)57919363	06/01/2021	06/01/2022	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WA7-64D-444950-011	06/01/2021	06/01/2022	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is named as Additional Insured on General Liability, Automobile Liability and Umbrella/Excess Liability on a Primary, Non-contributory basis where required by written contract. Waiver of Subrogation applies on General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation where required by written contract and as permitted by law. Umbrella/Excess policy is follow form over General Liability, Auto Liability and Employers Liability.

CERTIFICATE HOLDER

City of Bee Cave
Attn: Kevin Sawtelle
4000 Galleria Parkway
Bee Cave, TX 78738

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Midwest, Inc.	NAMED INSURED HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106
POLICY NUMBER See Page 1	
CARRIER See Page 1 — NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Project: Site investigation and design services for the Great Divide Drive at Little Barton Creek. located in the City of Bee Cave, Texas.

Additional Insured: The City.

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Policy Number: TB2-641-444950-031

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s):
All locations owned by or rented to the Named Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which can be attributed only to operations at a single designated "location" shown in the Schedule above:

1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Location General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.

D. For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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Policy Number: TB2-641-444950-031

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):
All construction projects not located at premises owned, leased or rented by a Named Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization with whom you have agreed through written contract, agreement or permit to provide additional insured coverage	All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization to whom or to which you are required to provide additional insured status in a written contract, agreement or permit except where such contact or agreement is prohibited.	Any location where you have agreed, through written, contract, agreement, or permit, to provide additional insured coverage for completed operations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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Policy Number TB2-641-444950-031
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Section IV – Conditions 4. Other Insurance and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed prior to a loss, that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

(3) This insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s): As required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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Policy Number: AS2-641-444950-041
Issued by: Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):
Any person or organization where the Named Insured has agreed by written contract to include such person or organization

Regarding Designated Contract or Project:
Any

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

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POLICY NUMBER: TB2-641-444950-031

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: As required by written contract or agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done un der a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s): Any person or organization for whom you perform work under a written contract of the contract requires you to obtain this agreement from us but only if the contract is executed prior to the injury or damage occurring.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a c ontract with that person or organization.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by contract or written agreement prior to loss.

Issued by:Liberty Insurance Corporation

For attachment to Policy No WA7-64D-444950-011 Effective Date 06/01/2021 Premium $

Issued to:HDR Engineering, Inc.

© 1983 National Council on Compensation Insurance, Inc.

Policy Number TB2-641-444950-031
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	**Email Address or mailing address:**	**Number Days Notice:**
As required by written contract or written agreement	As required by written contract or written agreement	30

A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

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Policy Number AS2-641-444950-041
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	**Email Address or mailing address:**	**Number Days Notice:**
As required by written contract or written agreement		30

A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

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NOTICE OF CANCELLATION TO THIRD PARTIES

A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
As required by written contract or agreement		30

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Insurance Corporation

For attachment to Policy No. WA7-64D-444950-011 Effective Date 06/01/2021 **Premium $**

Issued to HDR Engineering, Inc. **Endorsement** **No.**

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CERTIFICATE OF LIABILITY INSURANCE

6/1/2022

DATE (MM/DD/YYYY) 4/26/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lockton Companies
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Lexington Insurance Company	19437
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1016040
HDR ENGINEERING, INC.
1917 SOUTH 67TH STREET
OMAHA NE 68106

COVERAGES * **CERTIFICATE NUMBER:** 18468428 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ XXXXXXX
							GENERAL AGGREGATE	$ XXXXXXX
							PRODUCTS - COMP/OP AGG	$ XXXXXXX
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							AGGREGATE	$ XXXXXXX
								$ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		NOT APPLICABLE			PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ XXXXXXX
							E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
							E.L. DISEASE - POLICY LIMIT	$ XXXXXXX
A	ARCH & ENG PROFESSIONAL LIABILITY	N	N	061853691	6/1/2021	6/1/2022	PER CLAIM: $2,000,000 AGGREGATE: $2,000,000.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SITE INVESTIGATION AND DESIGN SERVICES FOR THE GREAT DIVIDE DRIVE AT LITTLE BARTON CREEK. LOCATED IN THE CITY OF BEE CAVE, TEXAS

CERTIFICATE HOLDER

18468428
CITY OF BEE CAVE
ATTENTION: KEVIN SAWTELLE
4000 GALLERIA PARKWAY
BEE CAVE TX 78738

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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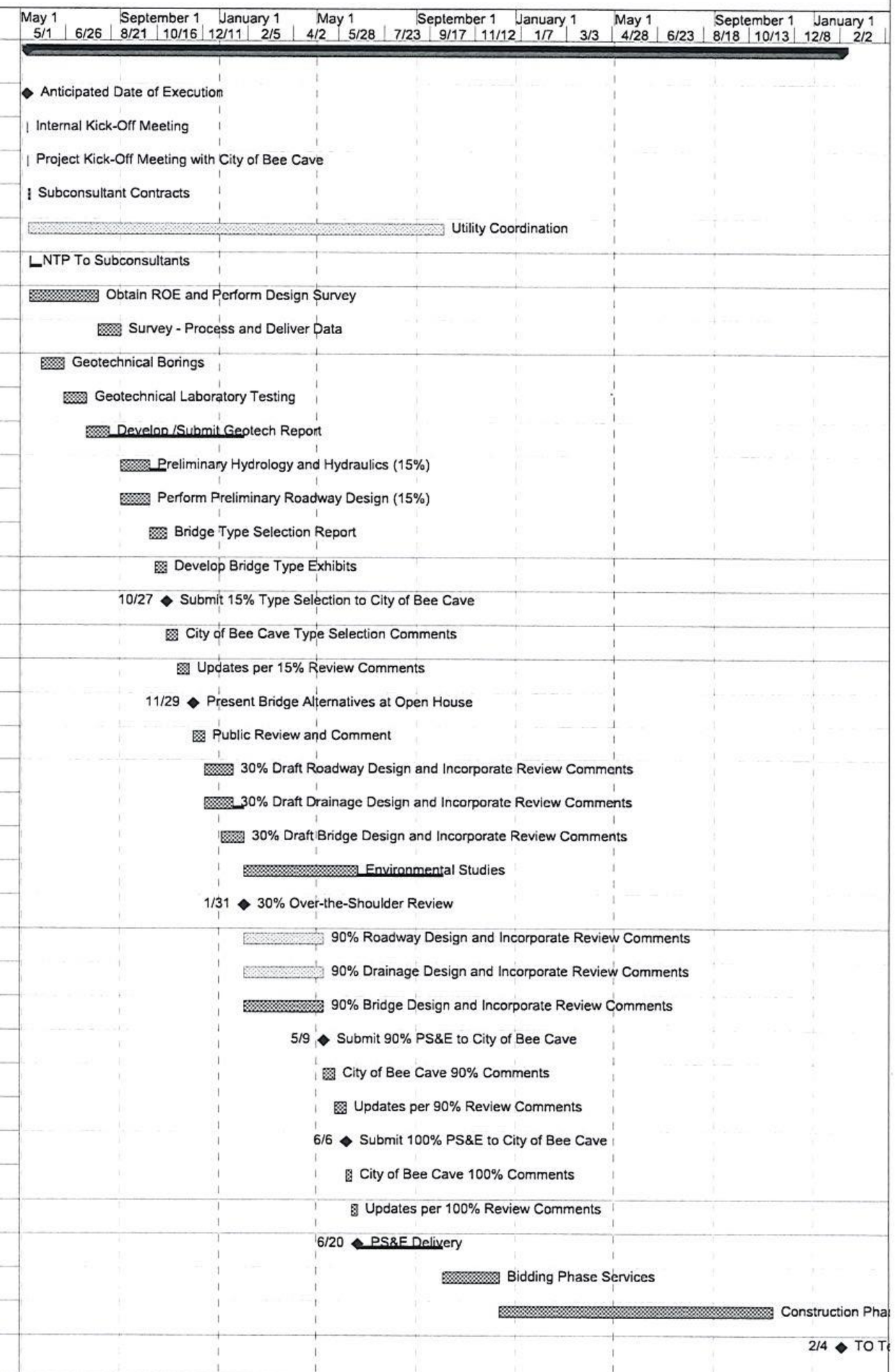
Exhibit "D"

Project Schedule

City of Bee Cave
Great Divide Drive Bridge Replacement

ID	Task Name	Duration	Start	Finish	Predecessors	Total Slack	Resource Names
1	**Great Divide Drive PSE**	**717 days**	**Mon 5/9/22**	**Tue 2/4/25**		**0 days**	
2	**Anticipated Date of Execution**	**0 days**	**Mon 5/9/22**	**Mon 5/9/22**		**0 days**	
3	Internal Kick-Off Meeting	1 day	Mon 5/9/22	Mon 5/9/22	2	0 days	
4	Project Kick-Off Meeting with City of Bee Cave	1 day	Tue 5/10/22	Tue 5/10/22	3	0 days	
5	Subconsultant Contracts	2 days	Wed 5/11/22	Thu 5/12/22	4	75 days	
6	Utility Coordination	365 days	Wed 5/11/22	Tue 10/3/23	4	0 days	
7	NTP To Subconsultants	1 day	Fri 5/13/22	Fri 5/13/22	5	202 days	
8	Obtain ROE and Perform Design Survey	60 days	Fri 5/13/22	Thu 8/4/22	5	75 days	
9	Survey - Process and Deliver Data	20 days	Fri 8/5/22	Thu 9/1/22	8	75 days	
10	Geotechnical Borings	20 days	Fri 5/27/22	Thu 6/23/22	8SS+10 days,7	193 days	
11	Geotechnical Laboratory Testing	20 days	Fri 6/24/22	Thu 7/21/22	10	193 days	
12	Develop /Submit Geotech Report	20 days	Fri 7/22/22	Thu 8/18/22	11	193 days	
13	Preliminary Hydrology and Hydraulics (15%)	25 days	Fri 9/2/22	Thu 10/6/22	4,9	90 days	
14	Perform Preliminary Roadway Design (15%)	25 days	Fri 9/2/22	Thu 10/6/22	4,9	75 days	
15	Bridge Type Selection Report	15 days	Fri 10/7/22	Thu 10/27/22	14	75 days	
16	Develop Bridge Type Exhibits	10 days	Fri 10/14/22	Thu 10/27/22	15SS+5 days	75 days	
17	**Submit 15% Type Selection to City of Bee Cave**	**0 days**	**Thu 10/27/22**	**Thu 10/27/22**	**14,16,13,15**	**75 days**	
18	City of Bee Cave Type Selection Comments	10 days	Fri 10/28/22	Thu 11/10/22	17	75 days	
19	Updates per 15% Review Comments	10 days	Fri 11/11/22	Thu 11/24/22	18	75 days	
20	**Present Bridge Alternatives at Open House**	**0 days**	**Tue 11/29/22**	**Tue 11/29/22**	**19FS+3 days**	**75 days**	
21	Public Review and Comment	10 days	Wed 11/30/22	Tue 12/13/22	20	75 days	
22	30% Draft Roadway Design and Incorporate Review Comments	25 days	Wed 12/14/22	Tue 1/17/23	21,9	75 days	
23	30% Draft Drainage Design and Incorporate Review Comments	25 days	Wed 12/14/22	Tue 1/17/23	21,9	85 days	
24	30% Draft Bridge Design and Incorporate Review Comments	20 days	Wed 1/4/23	Tue 1/31/23	22FS-10 days	75 days	
25	Environmental Studies	100 days	Wed 2/1/23	Tue 6/20/23	22,23,24	75 days	
26	**30% Over-the-Shoulder Review**	**0 days**	**Tue 1/31/23**	**Tue 1/31/23**	**21FS+30 days,22,23,24**	**75 days**	
27	90% Roadway Design and Incorporate Review Comments	70 days	Wed 2/1/23	Tue 5/9/23	12,26	75 days	
28	90% Drainage Design and Incorporate Review Comments	70 days	Wed 2/1/23	Tue 5/9/23	12,26	75 days	
29	90% Bridge Design and Incorporate Review Comments	70 days	Wed 2/1/23	Tue 5/9/23	12,26	75 days	
30	**Submit 90% PS&E to City of Bee Cave**	**0 days**	**Tue 5/9/23**	**Tue 5/9/23**	**29,28,27**	**75 days**	
31	City of Bee Cave 90% Comments	10 days	Wed 5/10/23	Tue 5/23/23	30	75 days	
32	Updates per 90% Review Comments	10 days	Wed 5/24/23	Tue 6/6/23	31	75 days	
33	**Submit 100% PS&E to City of Bee Cave**	**0 days**	**Tue 6/6/23**	**Tue 6/6/23**	**32**	**75 days**	
34	City of Bee Cave 100% Comments	5 days	Wed 6/7/23	Tue 6/13/23	33	75 days	
35	Updates per 100% Review Comments	5 days	Wed 6/14/23	Tue 6/20/23	34	75 days	
36	**PS&E Delivery**	**0 days**	**Tue 6/20/23**	**Tue 6/20/23**	**35**	**75 days**	
37	Bidding Phase Services	50 days	Wed 10/4/23	Tue 12/12/23	36,6,25	0 days	
38	Construction Phase Services	240 days	Wed 12/13/23	Tue 11/12/24	37	0 days	
39	**TO Termination**	**0 days**	**Tue 2/4/25**	**Tue 2/4/25**	**38FS+60 days**	**0 days**	



Design Schedule

City Council Meeting
12/12/2023
Agenda Item Transmittal

Agenda Item:	**11.**
Agenda Title:	**Discuss and consider action to authorize staff to proceed with an RFQ for Construction Manager-at-Risk for Central Park Improvements Project.**
Council Action:	**Consideration & Approval**
Department:	**Administration**
Staff Contact:	**Chelsea Maldonado//Brian Jorgensen T&T Heery**

1. INTRODUCTION/PURPOSE

Discuss and consider action to authorize staff to proceed with an RFQ for Construction Manager-at-Risk for Central Park Improvements Project.

2. DESCRIPTION/JUSTIFICATION

a) Background

Staff has engaged in a collaboration effort to develop a Central Park Master Plan that has detailed how the park is currently used and seeks to respond to current park needs now and in the future. The Central Park Master Plan also addresses implementation of the master plan, which began with the procurement of a Landscape Architect, and now a qualified Construction Manager-at-Risk. Early engagement of the CMAR will allow for budget coordination with the Landscape Architect, phasing and logistics planning, and early initiation of construction.

b) Issues and Analysis

Staff is seeking council authorization to publish the attached RFQ, which will allow for the services of a Construction Manager-at-Risk to be secured for preconstruction services and construction phase services for the Central Park Improvements Project.

3. FINANCIAL/BUDGET

Amount Requested	Fund/Account No.
Cert. Obligation	GO Funds
Other source	Grant title
Addtl tracking info	

4. TIMELINE CONSIDERATIONS

RFQ shall be released following the recognized Christmas and New Year holiday(s)

5. RECOMMENDATION

Consideration and approval

City Council Meeting
12/12/2023
Agenda Item Transmittal

Agenda Item:	**12.**
Agenda Title:	**Discuss and consider action on the creation of a Full-Time Employee position for the Development Board.**
Council Action:	**Discussion and possible action**
Department:	**City Manager**
Staff Contact:	**Clint Garza**

1. INTRODUCTION/PURPOSE

The purpose of this item is to allow council an opportunity to authorize creation of 1 additional FTE to be dedicated to and funded by the Bee Cave Development Corporation.

2. DESCRIPTION/JUSTIFICATION

a) Background

During various meetings of the Bee Cave Development Corporation, multiple board members have expressed interest in the creation of a dedicated staff
position to take lead on various priorities of the board as identified in previous discussion items and workshops.
Currently the City of Bee Cave and Development Corporation work in tandem sharing City staff and resources in implementation of the various City plans and goals. While this system has worked over the course of the existence of the Corporation, staff feels the workload and desired activities exceed the resources the City can provide without negatively affecting operations.

b) Issues and Analysis

The DC BOD will be discussing this item at their 12/12/23 meeting. If approved by the board, Council will need to authorize the addition of 1 FTE.

The Corporation currently reimburses the City of Bee Cave for staff resources related to Corporation activities. Staff proposes the creation of a
dedicated FTE in addition to support provided by various members of City Staff.
Initial work and focus of the proposed FTE will be to continue as a liaison between the Corporation/City and the business community, support
economic development activities(workforce housing, ride share, code review, marketing, etc), fund raising, and other duties as assigned by City Manager and Board of Directors.

3. FINANCIAL/BUDGET

Amount Requested	Fund/Account No.
Cert. Obligation	GO Funds
Other source	Grant title
Addtl tracking info	

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

ATTACHMENTS:

	Description	Type
🗋	Job Description	Backup Material

BEE CAVE TEXAS
Simply Elevated

Job Description

Title: **Business Relations & Development Manager**
Department: **Administration**
FLSA Status: **Exempt**

GENERAL PURPOSE

The Bee Cave Development Corporation (BCDC) promotes the economic development and growth of Bee Cave, Texas. The city leaders and staff are innovative and committed to the vitality of the local community and attracting a strong pipeline of satisfied, repeat visitors. The Business Relations & Development Manager plans, develops, and implements BCDC directed initiatives, serves as a liaison between the City of Bee Cave and current or perspective business owners throughout the city, and is responsible for economic development goals of the City.

SUPERVISION RECEIVED

Receives direct supervision from the City Manager and indirect supervision by the Bee Cave Development Corporation Board of Directors.

SUPERVISION EXERCISED

None.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Implement and execute annual fundraising plan to meet fundraising goals within four areas:
  - Corporate sponsorships
  - Corporate contributions
  - Grants with the support of a grant writer
  - Individual contributions
- Serves as a liaison between the City of Bee Cave, Bee Cave Development Corporation, and the business community.
- Serves as BCDC spokesperson and coordinator of media coverage.
- Develops and maintains relationships with local business and property owners and updates a comprehensive contact list.
- Provides comprehensive research and project support for the BCDC and City of Bee Cave when directed by City Manager for City Council, boards, commissions, and committees.
- Attends and assists with various City meetings as needed in order to facilitate exchange of information between BCDC and community.
- Prepares such reports for the City, community and staff as the City Manager may request.
- Manages and maintains all live audio and remote access of BCDC meetings.
- Create content for businesses in Bee Cave, including but not limited to a monthly newsletter with business-related news, a quarterly business roundtable with city leaders and videos highlighting local businesses.
- Assist with the development and implementation of an economic development strategic plan for the BCDC that includes vision, goals, and objectives.

- Coordinate with Communications Team to create targeted collateral, messaging, and execute campaigns.
- Develop and maintain positive working relationships with the BCDC staff and city officials, executives, and department directors.
- Provide support and thought leadership to the board president and board members.
- Network and maintain regular correspondence with referral sources such as the local executives who can access the budgets for corporate sponsorships and corporate contributions.
- Prepare and present regular reports to the city manager and Board of Directors on progress towards board initiatives.
- Plan and execute special events as related to board strategic priorities.
- Attend and represent the BCDC at certain events, functions, meetings, and conferences.
- Attend City and industry events on evenings and weekends as necessary.
- Participate in community affairs as necessary to enhance the organization's professional image.
- Manage engagement with key organizations in the community including the Chambers of Commerce and other business-related organizations.
- Stay current on issues and trends that affect economic development partners, companies, and investment activity; maintains a pulse of general economic development priorities and trends.
- Develop and maintain professional business relationships with clients, brokers, consultants, site selectors and allies regionally, nationally, and internationally through personal contact and participation in professional industry related organizations.
- Assists with the development of videos and multi-media presentations.
- Communicates effectively and convey messages to different audiences using diverse media.
- Provides excellent public relations and customer service by establishing and maintaining effective working relationships with all levels of management, City officials, other employees, vendors, and the general public.
- Develops and implements strategies for soliciting public input and comments.
- Exercises considerable initiative, independent judgment, and confidentiality.
- Conveys a positive, professional image by action, communication and appearance.
- Travel to attend meetings, conferences, and training as needed.
- May be required to work extended hours, evenings, and weekends.
- Works independently or as part of a team.
- Exhibits highly effective organization and consensus building skills.
- Exhibits regular, reliable and punctual attendance, which is an essential function of the job.
- Performs other related duties as required/assigned.

DESIRED MINIMUM QUALIFICATIONS

- Bachelor's Degree in Communications, Public Administration, Business Administration, or a related field.
- Minimum of five (5) years of experience working with a government entity such as a county, city, public school, or similar environment; and demonstrated expertise in working with the media in routine and emergency situations.
- Minimum five years of fundraising or non-profit experience.
- A combination of relevant work experience and education may be considered at the discretion of the City Manager.

CERTIFICATIONS, LICENSES AND SPECIAL REQUIREMENTS

- Proof of citizenship and/or eligibility to legally work in the United States.
- Must possess and maintain a valid Texas Class C Driver's License, with a good driving record, as defined by City policy.

KNOWLEDGE, SKILLS, AND ABILITIES

- Knowledge of principles and practices of public relations including methods of business development, marketing, and implementation.
- Knowledge of financial tools available on a local, state, and national level that benefit a company or BCDC.
- Proficiency in the use of computers and related equipment, hardware, and software applicable to area of assignment.
- Proficiency in oral and written communications.
- Skill in strategic planning with the ability to understand the big picture and align priorities with broader goals and measurable outcomes.
- Skill in critical thinking skills with the ability to analyze projects, situations or statements and determine their validity.
- Skill in appropriate handling of politically sensitive and confidential information.
- Skill in organizing, prioritizing, tracking, and managing multiple assignments, projects, and tasks.
- Skill in contract negotiation and administration.
- Ability to work under deadlines and stressful situations.
- Ability to conduct training, communicate at panel discussions and make professional presentations.
- Ability to provide professional customer service practices and procedures.
- Ability to work independently in a fast-paced environment.
- Ability to resolve problems quickly and effectively.
- Ability to handle sensitive and confidential business and client information.
- Ability to be able to establish and maintain effective working relationships with a diverse range of job-related contacts.
- Ability in the willingness to be a team member with ability to be a team leader as needed on special assignments and projects.
- Strong relationship building and nurturing skills among constituents at various professional levels.
- Wide network of business leaders, owners and other related stakeholders.
- Applied understanding of basic fundraising principles and development best practices
- Knowledge of website editing, video editing and basic graphic design.
- Knowledge of relevant information technology, social media including Facebook, and website content management.
- Knowledge of news media, photography, proofreading, editing, communications theories and techniques.
- Skill with writing, editing, and public speaking
- Skill with planning, organization, communication and interpersonal relationships.
- Skill with photography.
- Ability to interpret policy, procedures, and data

- Ability to use personal computer to design and produce various city publications (MS Word, Excel, Outlook, Adobe Reader, PowerPoint, Publisher, PhotoShop, Survey Monkey, desktop publishing software, graphic design, AV equipment, etc.)

WORKING CONDITIONS & PHYSICAL REQUIREMENTS

- Work environment is primarily an office setting, where noise and temperature levels are moderate.
- Work may require travel to attend training or to conduct City business, including overnight stays.
- Work may occasionally require driving a vehicle, to purchase supplies or equipment; and to prepare for or attend meetings or events.
- The work is light work which requires exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force to move objects.
- Must possess the physical ability to work primarily with fingers, perceive the nature of sounds, make rational decisions through sound logic and deductive processes, express or exchange ideas by the spoken word, substantial movements (motions) with the hands, wrists, and/or fingers, and discern letters or numbers at a given distance.
- Additionally, the following physical abilities are required: feeling, grasping, handling, lifting, mental acuity, reaching, repetitive motion, speaking, standing, talking, visual acuity and walking.

Nothing in this job description restricts management's right to assign or reassign duties and responsibilities to this job at any time.

This description reflects management's assignment of essential functions; it does not proscribe or restrict the tasks that may be assigned.

This job description may be changed at any time.

ACKNOWLEDGEMENT

By signing below you understand the requirements, essential duties and responsibilities, of the position. You also understand this job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change. All employees of the City of Bee Cave are employed at-will, unless they have a contract approved by the City Council.

_____ _____

Employee Signature Date

_____ _____

Supervisor Signature Date

City Council Meeting
12/12/2023
Agenda Item Transmittal

Agenda Item:	**13.**
Agenda Title:	**Discuss and consider action on the appointment of members to the Zoning Board of Adjustment.**
Council Action:	**Appoint members**
Department:	**City Secretary**
Staff Contact:	**Kaylynn Holloway, City Secretary**

1. INTRODUCTION/PURPOSE

To discuss and consider action on the appointment of members to the Zoning Board of Adjustment.

2. DESCRIPTION/JUSTIFICATION

a) Background

In June of 2022, the City Council approved Ordinance No. 475 adopting the UDC. The UDC amended Ordinance No. 419 which provided for the composition of the Zoning Board of Adjustment.

The Board shall consist of five (5) members and two (2) alternate members who are residents of the City of Bee Cave.

Any City Council member or the Mayor may nominate members to the Board. Each nominee must be approved by a simple majority vote of the City Council before becoming a member of the Board.
A term is two (2) years and the Board will elect a Chairperson and Vice-Chairperson from among its membership, with each officer holding office for one (1) year or until replaced by simple majority vote.
All members serve staggered two-year terms.

b) Issues and Analysis

All positions should be reappointed. Judson Scott and David DeStefano have indicated that they would like to be reappointed to the Board.

We have not received any additional applications at this time.

The current roster is attached.

3. FINANCIAL/BUDGET

Amount Requested	Fund/Account No.
Cert. Obligation	GO Funds
Other source	Grant title
Addtl tracking info	

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

ATTACHMENTS:

Description	Type
Roster of current members	Backup Material

ZONING BOARD OF ADJUSTMENT (2023-2025)		
Name and Address	***Position/Term***	***Contact Information***
Eric Johnston	Position 1 January 1, 2026	ejohnston@beecavetexas.gov
	Position 2 January 1, 2026	
David DeStefano	Position 3/ January 1, 2025	ddestefano@beecavetexas.gov
Judson Scott	Position 4/ January 1, 2025	jscott@beecavetexas.gov
	Position 5 January 1, 2025	
	ALTERNATE January 1, 2025	
	ALTERNATE January 1, 2025	

December 2023

City Council Meeting
12/12/2023
Agenda Item Transmittal

Agenda Item:	**14.A.**
Agenda Title:	**Consultation with Attorney regarding pending litigation styled Citizens for Preservation of The Brown Property v. City of Bee Cave.**
Council Action:	
Department:	**City Manager**
Staff Contact:	**Clint Garza, City Manager**

1. INTRODUCTION/PURPOSE

2. DESCRIPTION/JUSTIFICATION

a) Background

b) Issues and Analysis

3. FINANCIAL/BUDGET

Amount Requested	Fund/Account No.
Cert. Obligation	GO Funds
Other source	Grant title
Addtl tracking info	

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

City Council Meeting
12/12/2023
Agenda Item Transmittal

Agenda Item:	**14.B.**
Agenda Title:	**Consultation with attorney regarding legal issues associated with city's intellectual property rights, marketing campaigns, promotional product distribution and updates in state law.**
Council Action:	
Department:	**City Manager**
Staff Contact:	**Clint Garza, City Manager**

1. INTRODUCTION/PURPOSE

2. DESCRIPTION/JUSTIFICATION

a) Background

b) Issues and Analysis

3. FINANCIAL/BUDGET

Amount Requested	Fund/Account No.
Cert. Obligation	GO Funds
Other source	Grant title
Addtl tracking info	

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

City Council Meeting
12/12/2023
Agenda Item Transmittal

Agenda Item:	**14.C.**
Agenda Title:	**Personnel – Board and Commission member appointments for: Zoning Board of Adjustment**
Council Action:	
Department:	**City Manager**
Staff Contact:	**Clint Garza, City Manager**

1. INTRODUCTION/PURPOSE

2. DESCRIPTION/JUSTIFICATION

a) Background

b) Issues and Analysis

3. FINANCIAL/BUDGET

Amount Requested	Fund/Account No.
Cert. Obligation	GO Funds
Other source	Grant title
Addtl tracking info	

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

City Council Meeting
12/12/2023
Agenda Item Transmittal