AGENDA
DEVELOPMENT TOUR
and
REGULAR CITY COUNCIL
CITY OF LEANDER, TEXAS

Pat Bryson Municipal Hall
201 North Brushy Street ~ Leander, Texas

Thursday ~ July 16, 2015 at 5:15 PM

Mayor – Christopher Fielder	**Place 4 – Ron Abruzzese**
Place 1 – Andrea Navarrette (Mayor Pro Tem)	**Place 5 – Jeff Seiler**
Place 2 – Michelle Stephenson	**Place 6 – Troy Hill**
Place 3 – Shanan Shepherd	**City Manager – Kent Cagle**

5:15 pm – South San Gabriel River Park Property Tour

Council will leave from Pat Bryson at 5:15 and reconvene at 7:00 pm for Regular City Council Meeting
(No action will be taken by City Council during the tour)

7:00 pm

1. Open meeting, Invocation, Pledges of Allegiance

2. Roll Call

3. Staff Comments: Steve Bosak, Parks & Recreation Director – recap of Liberty Fest

4. Citizen Comments: Three (3) minutes allowed per speaker
   Please turn in speaker request form before the meeting begins.

5. Recognition of Leander Fire Department Technical Rescue Team

CONSENT AGENDA: ACTION

6. Approval of the minutes: July 2, 2015

7. Subdivision Case #14-TOD-CP-014: Leander Tract Concept Plan and Designation of Transect Zones for 11.2 acres, more or less, generally located to the north of Mel Mathis Avenue and RM 2243 on both the west and east sides, Leander, Williamson County, Texas

8. Dedication and Acceptance of Subdivision Infrastructure Improvements for Pecan Creek Phase 3

9. Agreement for Architectural and Engineering Services for Fire Station #4

10. Agreement for Construction Manager at Risk Services for Fire Station #4

11. A Resolution of the City of Leander, Texas Granting Consent to the Annexation and Exclusion of Land by Leander Municipal Utility Districts No. 1, 2, and 3

12. Consider renaming a portion of Quarry Ridge to Quarry Loop, generally located to the southwest of the intersection of Crystal Falls Parkway and First View, Leander, Williamson and Travis Counties, Texas

13. Consider the Release and Termination of a Public Utility Easement within the Palmera Ridge Development

14. Consider the Possible Release and Termination of a Drainage Easement within the JSL Commercial Investments Property

PUBLIC HEARING

15. **Second public hearing** on the proposed annexation of a certain area of land, known as the Bradley tract, 126.098 acres, more or less, tract of land located north of the South San Gabriel River and east of Ronald Reagan Blvd. in Williamson County, Texas

16. **Second public hearing** on the proposed annexation of a certain area of land, known as the Ironwood tract, 13.8481 acres, more or less, generally located at the southeast corner of SH 29 and Ronald Reagan Blvd. in Williamson County, Texas

PUBLIC HEARING: ACTION

17. **Public Hearing** on Zoning and Subdivision Cases 14-Z-014, 14-CP-007 & 14-PP-008: rezoning and approval of the Woodview Village Concept Plan and Preliminary Plat of 20.679 acres, more or less, generally located to the southwest of the intersection of East Woodview Drive and Raider Way from Interim Zoning SFS-2-B, Single Family Suburban and Interim Zoning SFR-1-B, Single Family Rural to PUD, Planned Unit Development, Leander, Williamson County, Texas
Applicant: Darren Webber on behalf of DeWette Partners, LTD

    Action on Zoning and Subdivision Cases 14-Z-014, 14-CP-007 & 14-PP-008: rezoning and approval of the Woodview Village Concept Plan and Preliminary Plat of 20.679 acres, more or less, generally located to the southwest of the intersection of East Woodview Drive and Raider Way from Interim Zoning SFS-2-B, Single Family Suburban and Interim Zoning SFR-1-B, Single Family Rural to PUD, Planned Unit Development, Leander, Williamson County, Texas

REGULAR AGENDA

18. Consider Award of Construction Contract for the City of Leander Street Rehabilitation 2015 Project

19. Consider Interlocal Agreement between the City of Leander and Williamson County to rehabilitate County Road 290

20. Consider Award of Construction Contract for Ronald Reagan Waterline North, Phase 2 Project to Aaron Concrete Contractors, LP for $1,214,279.00

21. Consider Task Order KFA-30 with K. Friese & Associates, Inc., for professional services for Kauffman Loop Elevated Storage Tank Design, Bidding, and Construction Phase Services

22. Consider Task Order STE-2 with Smith Turrieta Engineering, Inc., for Professional Services for Design and Bidding Phases for the CR 269 and Hero Way 12-Inch Water Line Improvements Project

23. Consider Dedication of Right-of-Way from Leander Independent School District (LISD) for the Municipal Drive Roadway Improvements.

24. Council Members Closing Statements

25. Adjournment

CERTIFICATION

This meeting will be conducted pursuant to the Texas Government Code Section 551.001 et seq. At any time during the meeting the Council reserves the right to adjourn into executive session on any of the above posted agenda items in accordance with the sections 551.071 [litigation and certain consultation with attorney], 551.072 [acquisition of interest in real property], 551.073 [contract for gift to city], 551.074 [certain personnel deliberations] or 551.076 [deployment/ implementation of security personnel or devices]. The City of Leander is committed to compliance with the American with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. **Please call the City Secretary at 512/ 528-2743 for information**. Hearing impaired or speech disabled persons equipped with telecommunications devices for the deaf may call 512/ 528-2800. I certify that the above agenda for this Meeting of the City Council of the City of Leander, Texas, was posted on the bulletin board at City Hall, in Leander, Texas, on the 10th day of July, 2015 by 5:00 pm pursuant to Chapter 551 of the Texas Government Code.

Debbie Haile

Debbie Haile TRMC, City Secretary

MINUTES
REGULAR CITY COUNCIL
CITY OF LEANDER, TEXAS

Pat Bryson Municipal Hall
201 North Brushy Street ~ Leander, Texas

Thursday ~ July 2, 2015 at 7:00 PM

Mayor – Christopher Fielder	**Place 4 – Ron Abruzzese**
Place 1 – Andrea Navarrette (Mayor Pro Tem)	**Place 5 – Jeff Seiler**
Place 2 – Michelle Stephenson	**Place 6 – Troy Hill**
Place 3 – Shanan Shepherd	**City Manager – Kent Cagle**

1. Open meeting, Invocation, Pledges of Allegiance
   Mayor Fielder opened the meeting at 7:00pm and welcomed those in attendance
   Council Member Seiler delivered the invocation

2. Roll Call
   All present

3. Staff Comments: **Steve Bosak, Parks & Recreation Director updated Council on Liberty Fest**

4. Citizen Comments: Three (3) minutes allowed per speaker
   Please turn in speaker request form before the meeting begins

   No Citizen Comments

CONSENT AGENDA: ACTION

5. Approval of the minutes: June 18, 2015

6. Second Reading of an Ordinance on Zoning Case #15-Z-006: amending Ordinance #05-018, the Composite Zoning Ordinance for the property located to the southwest corner of Crystal Falls Parkway and Lakeline Blvd., Leander, Williamson County, Texas

   Motion made by Mayor Pro Tem Navarrette to approve the consent agenda. Second by Council Member Abruzzese. Motion passes, all voting "aye"

   Mayor Fielder moved to item #15 at this time

PUBLIC HEARING

7. **First public hearing** on the proposed annexation of a certain area of land, known as the Bradley tract, 126.098 acres, more or less, tract of land located north of the South San Gabriel River and east of Ronald Reagan Blvd. in Williamson County, Texas

   No speakers

8. **First public hearing** on the proposed annexation of a certain area of land, known as the Ironwood tract, 13.8481 acres, more or less, generally located at the southeast corner of SH 29 and Ronald Reagan Blvd. in Williamson County, Texas

   No speakers

PUBLIC HEARING: ACTION

9. **Public Hearing** on Subdivision Case # 14-TOD-CP-014: the Leander Tract Concept Plan and Designation of Transect Zones for 11.2 acres, more or less, generally located to the north of Mel Mathis Avenue and RM 2243 on both the west and east sides, Leander, Williamson County, Texas
Applicant: Kristiana Alfsen on behalf of Sawtooth Enterprises, LTD.

Tom Yantis, Asst. City Manager explained

Action on Subdivision Case #14-TOD-CP-014: Leander Tract Concept Plan and Designation of Transect Zones for 11.2 acres, more or less, generally located to the north of Mel Mathis Avenue and RM 2243 on both the west and east sides, Leander, Williamson County, Texas

Kristiana Alfsen, representative for the applicant explained the request

Motion made by Council Member Shepherd to approve. Second by Council Member Stephenson. Motion passes, all voting "aye"

10. **Public Hearing** on an Ordinance Amending Sections of Chapter 10, Exhibit A, Governing Subdivisions, Article 13.02, Governing Water and Sewer Service, and Appendix A, Fee Schedule to Adopt a Connection Fee and System Reservation Fee for Areas to be Served Under the Wholesale Wastewater Service Agreement with the City of Liberty Hill; Providing for the Applicant to Pay the Cost of Liberty Hill Reviewing Plans for and Inspecting Certain Wastewater Infrastructure; Providing for Timing of Payment of the Fees; Amending Provisions Governing Construction Plans and Wastewater System Design Standards for Areas to be served under the Liberty Hill Wholesale Wastewater Agreement; Providing for a Contract for Wastewater Service; and Providing for Related Matters

Wayne Watts, City Engineer explained

Action on an Ordinance Amending Sections of Chapter 10, Exhibit A, Governing Subdivisions, Article 13.02, Governing Water and Sewer Service, and Appendix A, Fee Schedule to Adopt a Connection Fee and System Reservation Fee for Areas to be Served Under the Wholesale Wastewater Service Plans for and Inspecting Certain Wastewater Infrastructure; Providing for Timing of Payment of the Fees; Amending Provisions Governing Construction Plans and Wastewater System Design Standards for Areas to be served under the Liberty Hill Wholesale Wastewater Agreement; Providing for a Contract for Wastewater Service; and Providing for Related Matters

Motion made by Mayor Pro Tem Navarrette to approve. Second by Council Member Shepherd. Motion passes, all voting "aye"

REGULAR AGENDA

11. Consider the second assignment of the Development and Annexation Agreement with Ewing Development Co., LLC to John Lloyd/JL Development, Inc.
Tom Yantis, Asst. City Manager explained

Motion made by Council Member Seiler to approve. Second by Council Member Stephenson. Motion passes, all voting "aye"

12. Consider approval of a development agreement between the City of Leander and Crystal Falls LTD for 27.63 acres more or less, generally located one block northeast of the intersection of East Crystal Falls Parkway and 183A Toll. Encompassing the property known as the Parkway Crossing Subdivision within the city limits of the City of Leander, Williamson County, Texas
Tom Yantis, Asst. City Manager explained

Council Member Hill stepped down from the dais at 7:26 pm.

Motion made by Council Member Shepherd to approve. Second by Mayor Pro Tem Navarrette. Motion passes, 6 to 0

13. Consider rejection of Bid for the Veterans Park Improvements Project
Steve Bosak, Parks & Recreation Director explained

Motion made by Mayor Fielder to approve to reject the bid. Second by Council Member Abruzzese. Motion passes, 6 to 0.

14. Consider Employee Benefits Renewal for Plan Year 2015-2016
Kent Cagle, City Manager explained

Motion made by Mayor Pro Tem Navarrette to approve. Second by Council Member Stephenson. Motion passes, all voting "aye"

15. Consider Interlocal Agreement between Leander, Cedar Park and Georgetown creating the Central Texas Regional Swat Team (CTRS)
Greg Minton, Chief of Police explained

Motion made by Mayor Fielder to approve. Second by Council Member Seiler. Motion passes, all voting "aye"

Mayor Fielder moved back to item # 7 at this time

16. Council Members Closing Statements

Council Members gave their closing statements

Council Member Hill returned to the dais at 7:40 pm

17. Adjournment

With there being no further business, the meeting adjourned at 7:42 pm

Attest:

_____ _____

Christopher Fielder, Mayor Debbie Haile, TRMC, City Secretary

AGENDA ITEM # 7

Executive Summary

July 16, 2015

Agenda Subject: Subdivision Case 14-TOD-CP-014: Consider action on the Leander Tract Concept Plan and designation of Transect Zones for approximately 11.2 acres, generally located to the north of Mel Mathis Avenue and RM 2243 on both the west and east sides, Leander, Williamson County, TX.

Background: The City has adopted the SmartCode for properties located within the TOD. The SmartCode includes standards for the mix of uses, types and orientation of buildings, design of streets, location of parks and open spaces and architectural standards. In addition to the items required by the Subdivision Ordinance, the Concept Plan includes the proposed Pedestrian Sheds, Transect Zones, thoroughfares, and proposed Civic Space requirements (if any).

This property is located in the S1 General Sector which includes a total of 45.2 acres. Currently, the 15.83 acre property to the north is designated T4 Transect Zone (General Urban Zone) and there is 15.10 acres designated as the Civic Zone. The Community Unit Type is designated as TND (Traditional Neighborhood Design) and includes the T3 (Sub-Urban Zone), T4 (General Urban Zone), and T5 (Urban Center Zone) Transect Zones.

The proposal for this parcel includes 8.15 acres of the T4 Transect Zone and 3.05 acres of the T5 Transect Zone. The proposal falls within the range established for the required Transect Zone Percentages.

Origination: Applicant/Agent: Kristiana Alfsen on behalf of Sawtooth Enterprises, LTD.

Financial Consideration: None

Recommendation: This request complies with the SmartCode and the Subdivision Ordinance requirements. Staff recommends approval of the Concept Plan. The Planning and Zoning Commission unanimously recommended approval of the request at the June 25, 2015 meeting. The City Council unanimously recommended approval of the request at the July 02, 2015 meeting.

Attachments: 1. Concept Plan

Prepared By: Tom Yantis, AICP
Assistant City Manager 07/06/2015

Concept Plan Worksheet

This worksheet is a step-by-step guide to understanding how your parcel fits into the SmartCode and to exploring options for your parcel. This worksheet will assist in verifying compliance with the SmartCode. White fields populate automatically as information is added. Orange fields require input from applicant.

Name of Parcel:	Leslie Parcel Ex. 2
Date:	April 17, 2015

STEP 1. SECTOR MAP

Using the Sector Map, locate your parcel and input the requested information regarding the sector in which your parcel is located in the highlighted fields below:

Sector designation:	S1
Total Area of Sector (in acres):	45.2

Existing Allocation of Transect Zones within the Sector:

T1/T2	0.00 acres
T3	0.00 acres
T4	15.83 acres
T5	0.00 acres
T6	0.00 acres
Civic Zone	15.10 acres

STEP 2. TABLE 2A

Using Table 2A from the SmartCode, input the requested information in the highlighted fields below:

Community Unit Type Designation:	TND
Transect Zones:	T3, T4, T5
Community Unit Area in Acres:	45

Required Transect Zone Percentages for this Community Unit:

T1/T2	0.00	to	50.00	%	equals	0.00	to	22.60 acres
T3	10.00	to	30.00	%	equals	4.52	to	13.56 acres
T4	30.00	to	60.00	%	equals	13.56	to	27.12 acres
T5	10.00	to	30.00	%	equals	4.52	to	13.56 acres
T6	0.00	to	0.00	%	equals	0.00	to	0.00 acres
Civic Zone (Minimum)			5.00	%	equals			2.26 acres

Remaining Transect Zone Allocation for this Community Unit:

T1/T2	0.00	to	22.60 acres
T3	4.52	to	13.56 acres
T4	-2.27	to	11.29 acres
T5	4.52	to	13.56 acres
T6	0.00	to	0.00 acres
Civic Zone			-12.84 acres

Note: A negative number in the first column simply indicates that the approved acreage for that zone is over the minimum. A negative Civic Zone number means the 5% minimum requirement has been met.

STEP 3A. YOUR PROPOSAL

Based on your intentions for the property input the requested information in the highlighted fields below:

Total Parcel Area:	11.2

Proposed Mix of Transect Zones for this Parcel:

T1/T2	0.00
T3	0.00
T4	8.15
T5	3.05
T6	0.00
*This number must equal the Total Parcel Area	11.2

Percentage of each Transect Zone relative to the total area for the Community Unit:

T1/T2	0.00
T3	0.00
T4	18.89
T5	6.78
T6	0.00

Note: These numbers must fall within the range found in the SmartCode (the orange boxes at the top of Step 2).

STEP 3B. YOUR PROPOSAL

Compare your Proposed Mix of Transect Zones with the Remaining Allocation for the Sector. The Proposed Mix must fall within the range of the Remaining Allocation. If your Proposed Mix of is within the remaining available for the Sector, the below chart will contain all positive numbers. And you may proceed with the Concept Plan. If negative numbers are below, please revisit your Proposed Mix.

Difference between Remaining Allocation and Proposed Mix:

T1/T2	22.60
T3	13.56
T4	4.09
T5	9.56
T6	0

OWNER:
Sawtooth Enterprises LTD
3202 Greenlee Dr
Austin, Texas 78703-1622

Concept Plan Step by Step

1. Existing Parcel Boundary.

2. Existing Sector Boundary.

3. Approved Transect Zones within Sector Boundary.

4. Existing (and Approved) Major Thoroughfares.

5. Proposed Community Unit Boundary.

6. Proposed Pedestrian Shed Boundary.

7. Proposed Primary Civic Space Maximum Distance.

8. Proposed Transect Zone(s) for Parcel (and for the Sector if not already approved).

9. Proposed Primary Thoroughfare(s) for the Parcel.

Concept Plan

1 - R510026
Transit Village Investments
Instrument #2006112794

2 - R031324
Transit Village Investments
Instrument #2006112794

3 - R036063
Henry Properties LLC & Betty Henry Trustee
Instrument #2007105946

4 - R036110
Willie Kopecky, Jr
Instrument #2000083516

5 & 6 - R031236 & R031235
Brake Edward & Elizabeth Johnson;
Carolyn Critz; Peggy Pickle;
Southwestern Foundation;
Zanzi James Trustee
Instrument #2011001781

7 - R031325
Franklin House
Book 1726, Page 947

Parcel Description

11.2 acres straddling the north side of the intersection of RM 2243 and Mel Mathis Avenue.

Map

Key

- T-1 Natural
- T-2 Rural
- T-3 Suburban
- T-4 General Urban
- T-5 Urban Center
- T-6 Urban Core
- SD Special District
- CB Civic Building
- Existing Parcel Boundary
- Existing Sector Boundary
- Existing (and approved) Thoroughfares
- Proposed Community Unit Boundary
- Proposed Pedestrian Shed Boundary
- Proposed Civic Space Maximum Distance
- Proposed Thoroughfares

0 150 300 600

N

Prepared by:
Michael Watkins Architect, LLC

Concept Plan: Leander Tract
City of Leander, Texas

April 28, 2015

ORDINANCE NO # _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE PLANNED UNIT DEVELOPMENT KNOWN AS THE TRANSIT ORIENTED DEVELOPMENT DISTRICT TO APPROVE A CONCEPT PLAND AND ADOPT TRANSECT ZONES T4 AND T5 FOR 11.2 ACRES OF LAND, LOCATED GENERALLY AT THE INTERSECTION OF RM 2243 AND MEL MATHIS AVENUE; FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

Whereas, the owner of the property described hereinafter (the "Property"), which is located in the planned unit development knows as the Transit Oriented Development District (the "TODD"), Sector 1, and Community Unit TND, has requested that the transect zones T4 and T5 be adopted for the Property;

Whereas, after giving at least ten days written notice to the owners of land within two hundred feet of the Property, the Planning & Zoning Commission held a public hearing on the proposed rezoning and PUD plan and forwarded its recommendation on the rezoning to the City Council;

Whereas, after publishing notice of the public hearing at least fifteen days prior to the date of such hearing, the City Council at a public hearing has reviewed the request and the circumstances of the Property;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS, THAT:

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Amendment of the TODD Ordinance. Ordinance No. 14-042-00, as amended, the TODD Ordinance, is hereby modified and amended for the Property as set forth in Section 3.

Section 3. Transect Zones Adopted. The TODD Ordinance is hereby amended by adopting a concept plan and establishing transect zones T4 and T5 for that certain 11.2 acre parcel, located at the intersection of RM 2243 and Mel Mathis Avenue, in Leander, Williamson County, Texas, as more particularly shown and described in Exhibit A (the "Property"). The Concept Plan for the Property attached hereto as Exhibit A is hereby approved. Transect Zone T4 is hereby adopted for and shall apply to 8.15 acres of the Property as shown on Exhibit B, and Transect Zone T5 is hereby adopted for and shall apply to 3.05 acres of the Property as shown on Exhibit A.

Section 4. Recording Zoning Change. The City Council directs the Planning Director to record this zoning classification on the City's official zoning map with the official notation as prescribed by the City's zoning ordinance.

Section 5. Severability. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof

ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

Section 6. Open Meetings. That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Loc. Gov't. Code.

PASSED AND APPROVED on First Reading this the 2nd day of July, 2015.

FINALLY PASSED AND APPROVED on this the 18th day of July, 2015.

THE CITY OF LEANDER, TEXAS	**ATTEST:**
_____	_____
Christopher Fielder, Mayor	Debbie Haile, City Secretary

Executive Summary

July 16, 2015

Council Agenda Subject: Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for: **Pecan Creek Phase 3**

Background: The subdivision infrastructure improvements required for Pecan Creek Phase 3 have been installed, inspected, and found to be satisfactorily completed. All documentation required for acceptance of the subdivision has been received, including record drawings, statement of substantial completion prepared by a Professional Engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat, affidavit of all bills paid, and a two-year term Maintenance Bond. The Maintenance Bond will commence its two year term upon City Council acceptance, as anticipated, on **July 16, 2015** which will provide warranty and maintenance coverage for the infrastructure improvements through **July 16, 2017**. The Engineering Department will perform a formal inspection of the improvements approximately 30 days prior to the expiration of the Maintenance Bond to assure that any defects in materials, workmanship, or maintenance are corrected prior to expiration of the bond.

Origination: Wayne S. Watts, P.E., CFM, City Engineer

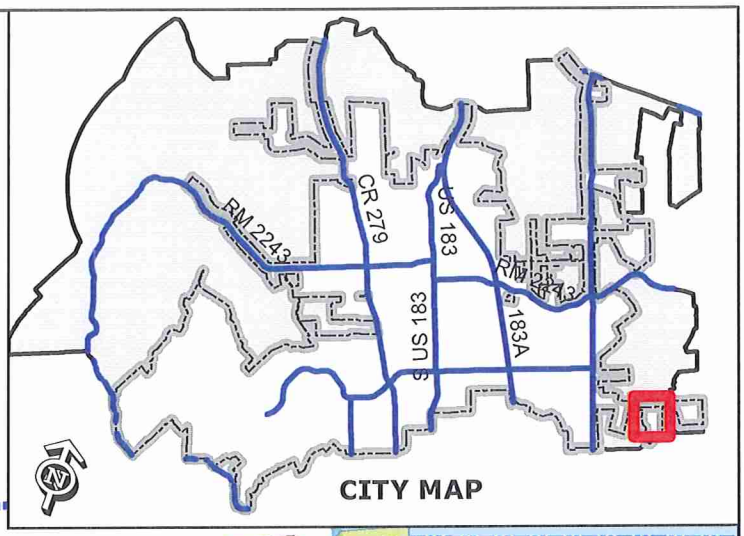
Financial Consideration: N/A

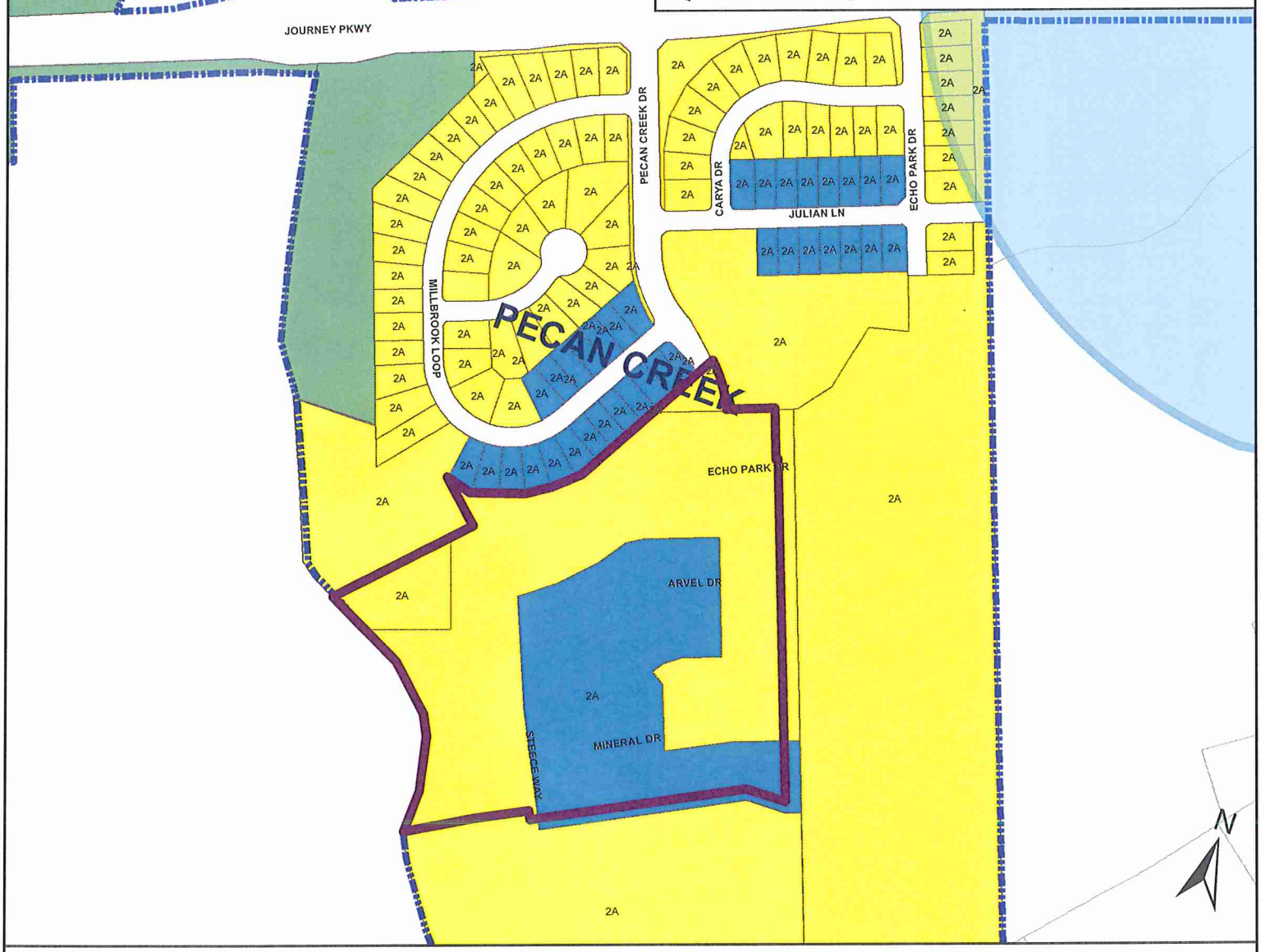
Recommendation: Staff recommends City Council's formal acceptance of the subdivision infrastructure improvements for Pecan Creek Phase 3.

Attachments: Location Map, Engineer's Concurrence Letter, Maintenance Bond, Affidavits of All Bills Paid, and Final Pay Estimates.

Prepared by: Wayne S. Watts, P.E., CFM, City Engineer

This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy, please refer to the official ordinance for zoning verification. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the accuracy, availability, completeness, use or misuse of the information herein provided.





SUBDIVISION ACCEPTANCE

Location Map - Pecan Creek: 3

- Subject Property
- City Limits
- PUD Commercial
- PUD Mixed Use
- PUD Multi-Family
- PUD Single-Family
- PUD Townhome
- SFR
- SFE
- SFS
- SFU
- SFC
- SFL
- SFT
- SFU/MH
- TF
- MF
- LO
- LC
- GC
- HC
- HI
- PUD

0 400 Feet

RANDALL
JONES &
ASSOCIATES
ENGINEERING
INC.

1212 East Braker Lane • Austin, Texas 78753

ENGINEER'S CERTIFICATE OF COMPLETION

Owner of Property:
Gehan Homes, Ltd.

Kind of Project, Contract Identification:
Pecan Creek Phase 3

Name of Contractor: Cash Construction Company, Inc.

Name of Consulting Engineer: Randall Jones & Associates Engineering, Inc. / TBPE Reg. No. F-9784

Address of Consulting Engineer: 1212 E. Braker Ln., Austin, TX 78753

I certify that this Project was complete on May 7, 2015; that the project was under observation, under the supervision of City of Leander; that to the best of my knowledge the Project was in accordance with and includes all items in plans and specifications approved by all authorities having jurisdiction; and "Record Drawings" have been furnished to the City.

This concurrence letter does not include the inspection or approval of any ADA related improvements. The opinion expressed in this letter is based on a general visual inspection of the project. As engineer, I was not engaged to perform inspection services during construction.

STATE OF TEXAS
R. BRENT JONES
92671
LICENSED
PROFESSIONAL ENGINEER

Signature
Texas Registration Number
92671

T: engconc

(512) 836-4793 • Fax 512-836-4817
TBPE Reg No. F-9784

ALTURA SOLUTIONS, L.P.
Accessibility & Compliance Consultants
(512) 410-7059
818 Morrow St, Austin, TX 78757

May 22, 2015

ALTURA SOLUTIONS, LP

Jenny Pollard
Randall Jones Engineering
1212 East Braker Lane
Austin, TX 78753

Re: Inspection - Pecan Creek Section 3

Dear Jenny,

This report presents the findings of the on-site inspection for the Pecan Creek Section 3 Project for compliance with the Texas Accessibility Standards. This report is limited to inspecting the elements for compliance with the applicable technical standards and not scoping. An inspection of the site was conducted on May 7, 2015.

All of the pedestrian elements were found to be in compliance with the Texas Accessibility Standards. The scope of work is limited to the inspection of the elements and excludes project registration with TDLR and a formal plan review of the design documents.
Feel free to contact me at (512) 410-7059 or at apl@alturalp.com with any questions.

Sincerely,

Andrea LaCour, RAS #1313

MAINTENANCE BOND
Subdivision Improvements
Bond No. MNT9178274

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Cash Construction Company, Inc. as Principal, whose address is P.O. Box 1279, Pflugerville, Texas 78691 and Fidelity and Deposit Company of Maryland, Colonial American Casualty and Surety Company a Corporation organized under the laws of the State of Maryland, and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum of One Hundred Eighty Thousand Six Hundred Ninety and 70/100's Dollars ($180,690.70) to which payment will and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has constructed Pecan Creek Phase 3 (*insert description of subdivision improvements*) (the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

WHEREAS, said Obligee requires that the Principal furnish a bond conditioned to guarantee for the period of two (2) years after acceptance by the Obligee, against all defects in workmanship and materials which may become apparent during said period;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal keeps and perform the requirement of the Obligee's ordinances and this Maintenance Bond to maintain the improvements and keep the same in good repair and shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any defective materials or workmanship which become apparent during the period of two (2) years from and after the date of acceptance by the Owner, then this obligation shall be void, otherwise to remain in full force and effect, and Owner shall have and cover from said Principal and Surety damages in the premises, as provided, and it is further agreed that this obligation shall be a continuing one against the Principal and Surety hereon, and that successive recoveries may be had thereon for successive breaches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said improvements shall continue throughout the maintenance period, and the same shall not be diminished in any manner from any cause during said time.

Principal agrees to repair or reconstruct the improvements in whole or in part at any time within the two year period to such extent as the Obligee deems necessary to properly correct all defects except for normal wear and tear. If the Principal fails to make the necessary corrections within ten days after being notified, the Obligee may do so or have done all said corrective work and shall have recovery hereon for all expenses thereby incurred. Principal will maintain and keep in good repair the improvements for a period of two years from the date of acceptance; it being understood that the purpose of this Maintenance Bond is to cover all defective conditions arising by reason of defective material, work, or labor performed by said Principal or its

subcontractors, and in the case the said Principal shall fail to do so within ten days after being notified, it is agreed that the Obligee may do said work and supply such materials, and charge the same against Principal and Surety on this obligation.

The Surety shall notify the Obligee at least fifteen (15) days prior to the end of the first full calendar year and prior to the lapse of this Maintenance Bond at the end of the second full calendar year.

Surety and Principal agree that whenever a defect or failure of the improvement occurs within the period of coverage under this Bond, the Surety and Principal shall provide a new maintenance bond or other surety instrument in a form acceptable to the Obligee and compliant with the Obligee's ordinances conditioned to guarantee for the period of one (1) year after the Obligee's acceptance of the corrected defect or failure, against all defects in workmanship and materials associated with the corrected defect or failure which may become apparent during said period, which shall be in addition to this Maintenance Bond.

The Surety agrees to pay the Obligee upon demand all loss and expense, including attorneys' fees, incurred by the Obligee by reason of or on account of any breach of this obligation by the Surety. Provided further, that in any legal action be filed upon this bond, venue shall lie in the county where the improvements are constructed.

This Bond is a continuing obligation and shall remain in full force and effect until cancelled as provided for herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the improvements, or the work to the performed thereon, or the plans, specifications or drawings accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the improvements, or the work to be performed thereon.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 7th day of May, 2015.

Cash Construction Company, Inc.
Principal

By: BJ Cash

Title: V.P.

Address:

P.O. Box 1279

Pflugerville, Texas 78691

Fidelity and Deposit Company of Maryland,
Colonial American Casualty and Surety Company
Surety

By: David S. Ballew

Title: David S. Ballew, Attorney-In-Fact

Address:

1400 American Lane, Tower I, 18th Floor

Schaumburg, IL 60196-1056

The name and address of the Resident Agent of Surety is:

Ballew Surety Agency, Inc., David S. Ballew

8140 N. Mopac Expy., Bldg. 1, Suite 100, Austin, Texas 78759

(Seal)

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **JAMES M. CARROLL, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **David S. BALLEW, of Austin, Texas,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings, EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians.** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 12th day of December, A.D. 2012.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: _____
Assistant Secretary
Eric D. Barnes

_____
Vice President
James M. Carroll

State of Maryland
City of Baltimore

On this 12th day of December, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **JAMES M. CARROLL, Vice President, and ERIC D. BARNES, Assistant Secretary,** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

_____
Constance A. Dunn, Notary Public
My Commission Expires: July 14, 2015

POA-F 168-0087B

Fidelity and Deposit Companies
Home Office: 3910 Keswick Road Baltimore, MD 21211

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the Fidelity and Deposit Company of Maryland, Colonial American Casualty and Surety Company, and/or Zurich American Insurance Company's toll-free telephone number for information or to make a complaint at:

1-800-654-5155

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
FAX # (512) 475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning the premium or about a claim, you should first contact Fidelity and Deposit Company of Maryland or Colonial American Casualty and Surety Company. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

TO: GEHAN HOMES 1, LTD.
3815 SOUTH CAPITAL OF TEXAS HIGHWAY, STE. 275
AUSTIN, TEXAS 78704

FROM: CASH CONSTRUCTION COMPANY, INC.
P.O. BOX 1279
PFLUGERVILLE TX. 78691

FINAL COST & QUANTITIES (for City warranty bond purposes)

JOB NAME: PECAN CREEK, PHASE 3
JOB# 735

DATE 05/07/2015

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	CONTRACT AMOUNT	UNIT PRICE	PREVIOUS QUANTITY	QTY THIS ESTIMATE	AMOUNT THIS ESTIMATE	QUANITITY TO DATE	AMOUNT TO DATE	PERCENT COMPLETE
	EROSION CONTROLS										
	SCE	EA	1.00	$1,500.00	$1,500.00		0.00	$0.00	0	$0.00	0.00%
	SILT FENCE	LF	2,520.00	$5,040.00	$2.00		0.00	$0.00	0	$0.00	0.00%
	ROCK BERM	LF	160.00	$3,200.00	$20.00		160.00	$3,200.00	160	$3,200.00	100.00%
	INLET PROTECTION	EA	19.00	$1,425.00	$75.00		0.00	$0.00	0	$0.00	0.00%
	REVEG BERMUDA/RYE (ROW & ESMTS)	SY	14,783.00	$7,391.50	$0.50		14,783.00	$7,391.50	14,783	$7,391.50	100.00%
	TOTAL EROSION CONTROLS			**$18,556.50**				**$10,591.50**		**$10,591.50**	
	STREETS										
	CLEAR/GRUB (ROW)	SY	15,029.00	$15,029.00	$1.00		15,029.00	$15,029.00	15,029	$15,029.00	100.00%
	EXCAVATION/EMBANKMENT (ROW)	SY	15,029.00	$37,572.50	$2.50		15,029.00	$37,572.50	15,029	$37,572.50	100.00%
	6" STD SUBGRADE PREP	SY	11,321.00	$28,302.50	$2.50		11,321.00	$28,302.50	11,321	$28,302.50	100.00%
	15" BASE	SY	11,321.00	$158,494.00	$14.00		11,321.00	$158,494.00	11,321	$158,494.00	100.00%
	1.5" HOT MIX	SY	8,439.00	$80,170.50	$9.50		8,439.00	$80,170.50	8,439	$80,170.50	100.00%
	6" CURB & GUTTER	LF	5,195.00	$62,340.00	$12.00		5,195.00	$62,340.00	5,195	$62,340.00	100.00%
	ADA RAMPS	EA	14.00	$14,000.00	$1,000.00		14.00	$14,000.00	14	$14,000.00	100.00%
	CONC VALLEY GUTTER	EA	3.00	$13,500.00	$4,500.00		3.00	$13,500.00	3	$13,500.00	100.00%
	4' CONC SIDEWALKS	LF	640.00	$14,080.00	$22.00		640.00	$14,080.00	640	$14,080.00	100.00%
	PED HANDRAIL	LF	250.00	$29,500.00	$118.00		250.00	$29,500.00	250	$29,500.00	100.00%
	BARRICADE	EA	3.00	$2,400.00	$800.00		3.00	$2,400.00	3	$2,400.00	100.00%
	STOP/STREET SIGN & BAR	EA	4.00	$2,400.00	$600.00		4.00	$2,400.00	4	$2,400.00	100.00%
	SPEED LIMIT SIGNS	EA	6.00	$1,500.00	$250.00		6.00	$1,500.00	6	$1,500.00	100.00%
	TOTAL STREETS			**$459,288.50**				**$459,288.50**		**$459,288.50**	
	WASTEWATER										
	8" PVC SDR26 0'-8'	LF	1,182.00	$41,370.00	$35.00		1,182.00	$41,370.00	1,182	$41,370.00	100.00%
	8" PVC SDR26 8'-10'	LF	896.00	$35,840.00	$40.00		896.00	$35,840.00	896	$35,840.00	100.00%
	8" PVC SDR26 10'-12'	LF	616.00	$27,104.00	$44.00		616.00	$27,104.00	616	$27,104.00	100.00%
	8" PVC SDR26 12'-14'	LF	239.00	$13,384.00	$56.00		239.00	$13,384.00	239	$13,384.00	100.00%
	8" PVC SDR26 14'-16'	LF	295.00	$18,290.00	$62.00		295.00	$18,290.00	295	$18,290.00	100.00%
	4' DIA MANHOLE (STD)	EA	14.00	$57,400.00	$4,100.00		14.00	$57,400.00	14	$57,400.00	100.00%
	4' IDA EXTRA DEPTH MANHOLE	VF	37.00	$12,950.00	$350.00		37.00	$12,950.00	37	$12,950.00	100.00%
	TIE TO EXIST WW	EA	1.00	$1,200.00	$1,200.00		1.00	$1,200.00	1	$1,200.00	100.00%
	SINGLE SERVICE	EA	4.00	$3,200.00	$800.00		4.00	$3,200.00	4	$3,200.00	100.00%
	DOUBLE SERVICE	EA	26.00	$23,400.00	$900.00		26.00	$23,400.00	26	$23,400.00	100.00%
	CLEAN-OUTS	EA	2.00	$1,000.00	$500.00		2.00	$1,000.00	2	$1,000.00	100.00%
	TRENCH SAFETY	LF	3,228.00	$6,456.00	$2.00		3,228.00	$6,456.00	3,228	$6,456.00	100.00%
	TOTAL WASTEWATER			**$241,594.00**				**$241,594.00**		**$241,594.00**	
	DRAINAGE										
	18" RCP CL III	LF	601.00	$24,040.00	$40.00		601.00	$24,040.00	601	$24,040.00	100.00%
	24" RCP CL III	LF	52.00	$2,600.00	$50.00		52.00	$2,600.00	52	$2,600.00	100.00%
	30" RCP CL III	LF	648.00	$44,064.00	$68.00		648.00	$44,064.00	648	$44,064.00	100.00%
	36" RCP CL III	LF	590.00	$50,740.00	$86.00		590.00	$50,740.00	590	$50,740.00	100.00%
	36" RCP CL III (GASKET JOINTS)	LF	16.00	$1,728.00	$108.00		16.00	$1,728.00	16	$1,728.00	100.00%
	42" RCP CL III (GASKET JOINTS)	LF	166.00	$23,240.00	$140.00		166.00	$23,240.00	166	$23,240.00	100.00%
	48" RCP CL III (GASKET JOINTS)	LF	578.00	$106,930.00	$185.00		578.00	$106,930.00	578	$106,930.00	100.00%
	60" RCP CL III (GASKET JOINTS)	LF	277.00	$70,912.00	$256.00		277.00	$70,912.00	277	$70,912.00	100.00%
	8X4 BOX CULVERT	LF	574.00	$223,860.00	$390.00		574.00	$223,860.00	574	$223,860.00	100.00%
	10' COA STD CURB INLET	EA	19.00	$66,500.00	$3,500.00		19.00	$66,500.00	19	$66,500.00	100.00%
	STORM SEWER MANHOLE	EA	5.00	$20,000.00	$4,000.00		5.00	$20,000.00	5	$20,000.00	100.00%
	7-8X4 RBC HEADWALL (PW-30)	EA	2.00	$60,000.00	$30,000.00		2.00	$60,000.00	2	$60,000.00	100.00%
	42" SLOPING HEADWALL (4:1)	EA	1.00	$2,500.00	$2,500.00		1.00	$2,500.00	1	$2,500.00	100.00%
	60" SLOPING HEADWALL (4:1)	EA	1.00	$3,500.00	$3,500.00		1.00	$3,500.00	1	$3,500.00	100.00%
	TEMP DIVERSION SWALE	LF	1,235.00	$12,350.00	$10.00		1,235.00	$12,350.00	1,235	$12,350.00	100.00%
	WQ POND	LS	1.00	$176,700.00	$176,700.00		1.00	$176,700.00	1	$176,700.00	100.00%
	TRENCH SAFETY	LF	3,488.00	$3,488.00	$1.00		3,488.00	$3,488.00	3,488	$3,488.00	100.00%
	TOTAL DRAINAGE			**$893,152.00**				**$893,152.00**		**$893,152.00**	
	WATER										
	8" PVC-900	LF	2,290.00	$73,280.00	$32.00		2,290.00	$73,280.00	2,290	$73,280.00	100.00%
	12" PVC-900	LF	445.00	$25,810.00	$58.00		445.00	$25,810.00	445	$25,810.00	100.00%
	5 1/4" FIRE HYDRANT ASSEMBLY	EA	5.00	$23,000.00	$4,600.00		5.00	$23,000.00	5	$23,000.00	100.00%
	8" GATE VALVE	EA	8.00	$10,400.00	$1,300.00		8.00	$10,400.00	8	$10,400.00	100.00%
	12" GATE VALVE	EA	2.00	$4,600.00	$2,300.00		2.00	$4,600.00	2	$4,600.00	100.00%

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	CONTRACT AMOUNT	UNIT PRICE	PREVIOUS QUANTITY	QTY THIS ESTIMATE	AMOUNT THIS ESTIMATE	QUANITITY TO DATE	AMOUNT TO DATE	PERCENT COMPLETE
	SINGLE SERVICE	EA	5.00	$3,500.00	$700.00		5.00	$3,500.00	5	$3,500.00	100.00%
	DOUBLE SERVICE	EA	25.00	$25,000.00	$1,000.00		25.00	$25,000.00	25	$25,000.00	100.00%
	1" IRRIGATION SERVICE (EXCL RPZ/METER)	EA	1.00	$1,200.00	$1,200.00		1.00	$1,200.00	1	$1,200.00	100.00%
	12" WET CONNECTION	EA	1.00	$2,500.00	$2,500.00		1.00	$2,500.00	1	$2,500.00	100.00%
	24" STEEL CASING	LF	73.00	$9,855.00	$135.00		73.00	$9,855.00	73	$9,855.00	100.00%
	1" ARV	EA	1.00	$1,500.00	$1,500.00		1.00	$1,500.00	1	$1,500.00	100.00%
	TRENCH SAFETY	LF	2,375.00	$2,375.00	$1.00		2,375.00	$2,375.00	2,375	$2,375.00	100.00%
	TOTAL WATER			**$183,020.00**				**$183,020.00**		**$183,020.00**	
	BID ALTERNATES										
	RESET PINS	LOT	55.00	$5,500.00	$100.00		55.00	$5,500.00	55	$5,500.00	100.00%
	TREE PROTECTION (CL)	LF	1.00	$3.00	$3.00		1.00	$3.00	1	$3.00	100.00%
	P&P BONDS	LS	1.00	$31,600.00	$31,600.00		1.00	$31,600.00	1	$31,600.00	100.00%
	45 MIL EPDM LINER (NET ADD)	LS	1.00	$81,900.00	$81,900.00		1.00	$81,900.00	1	$81,900.00	100.00%
	POND PLANTINGS (BUDGET)	LS	1.00	$19,100.00	$19,100.00		1.00	$19,100.00	1	$19,100.00	100.00%
	6' CONC TRAIL	LF	1,760.00	$61,600.00	$35.00		1,760.00	$61,600.00	1,760	$61,600.00	100.00%
	MBGF (TIMBER POSTS)	LF	100.00	$2,500.00	$25.00		100.00	$2,500.00	100	$2,500.00	100.00%
	SGT	EA	1.00	$2,500.00	$2,500.00		1.00	$2,500.00	1	$2,500.00	100.00%
	TAS	EA	1.00	$1,100.00	$1,100.00		1.00	$1,100.00	1	$1,100.00	100.00%
	CHANGE ORDER # 2 - PLAN CHANGES VS BID										
	DELETE - 60" RCP CL III (GASKETED)	LF	-277.00	-$70,912.00	$256.00		-277.00	-$70,912.00	-277	-$70,912.00	100.00%
	DELETE - 60" SLOPING HEADWALL (4:1)	EA	-1.00	-$3,500.00	$3,500.00		-1.00	-$3,500.00	-1	-$3,500.00	100.00%
	ADD - 72" RCP CL III (GASKETED)	LF	277.00	$89,748.00	$324.00		277.00	$89,748.00	277	$89,748.00	100.00%
	ADD - 72" SLOPING HEADWALL (4:1)	EA	1.00	$3,925.00	$3,925.00		1.00	$3,925.00	1	$3,925.00	100.00%
	TOTAL CHANGE ORDER # 2			**$19,261.00**				**$19,261.00**		**$19,261.00**	
	TOTAL CONTRACT			**$1,814,872.00**				**$1,806,907.00**		**$1,806,907.00**	

STATE OF TEXAS
R. BRENT JONES
92671
LICENSED
PROFESSIONAL ENGINEER

6/26/15

Updated 10.20.14

FINAL BILLS PAID AFFIDAVIT
AND WAIVER OF LIEN

STATE OF TEXAS '
COUNTY OF TRAVIS '

Date: May 20, 2015

Developer: Gehan Homes I, Ltd.

Contractor/Material Provider ("Affiant"): Cash Construction Company, Inc.

Project : **Pecan Creek Phase 3**

This is to acknowledge and certify that Affiant has completed the construction of all improvements for the project noted above and that Affiant has been paid in full for all labor and material provided to the above-noted construction project, except for retainage, and acknowledges and certifies that Affiant, and all of his or its agents, employees, successors, assigns, subsidiaries, and legal representatives will and do release and waive all Mechanic's liens, or similar lien rights, which have or might arise as a result of the Affiant's or Affiant's agents' or employees' providing labor and materials to the above-noted project. Affiant understands that a portion or all of the property upon which the project is located has been or will be accepted by the City of Leander, Texas, for ownership, maintenance, and operation. Affiant further agrees that it shall look solely to the Developer for payment of the retainage and shall have no cause of action whatsoever, against the City in the event that the retainage is not paid to the Affiant, and that Affiant shall not file a lien of any kind which has or may arise related to the release of the retainage for the project. Affiant acknowledges and understands that the City is relying on the representations made in this document to accept the phase or portion of the subdivision in which the project is located.

In addition to the foregoing, Affiant acknowledges and certifies that Affiant has paid all laborers, subcontractors, materialmen, and all other persons or parties who have provided labor or materials through, for, or on behalf of the Affiant to the above-noted construction project.

Affiant indemnifies and holds Owner harmless from any liens, debts or obligations which arise as a result of labor or materials provided by or through Affiant to the project through the date set out above. Affiant further indemnifies and holds harmless all real property on which the improvements were constructed and all interests in such property, including leasehold interests, from any liens, debts, or obligations arising from any labor or materials provided by or through Affiant to the project through the date set out above.

SUBSCRIBED AND SWORN TO BY Affiant on this 20th day of May, 2015.

Initialed: _____

Updated 10.20.14

AFFIANT:

Signature: _____

Typed Name: Michael Nixon

Title: Secretary/Treasurer

STATE OF TEXAS '
'
COUNTY OF TRAVIS '

BEFORE ME the undersigned authority on this day personally appeared Michael Nixon, known to me to be the person noted above, and acknowledged to me the following: that he/she executed the foregoing for the purpose and consideration therein expressed, in the capacity therein stated, and as the duly authorized act and deed of the party releasing and waiving the lien therein; and that every statement therein is within his/her knowledge and is true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20th day of May, 2015.

[S E A L]

STACY SMALL
Notary Public, State of Texas
My Commission Expires
March 04, 2016

_____
Notary in and for the State of Texas

Name: Stacy Small

My commission expires: March 4, 2016

Initialed: _____

AGENDA ITEM # 9

Executive Summary

July 8, 2016

Agenda Subject: Approve agreement for Architectural and Engineering Services for Fire Station #4

Background: Ten vendors submitted RFQ responses on April 2, 2015 to provide Architectural and Engineering Services for Fire Station #4. On May 7, 2015 City Council approved staff's recommendation for BRW Architects to selected and authorized negotiations be completed for the service to design and engineer Fire Station #4. The agreement has been negotiated as directed and meets the desired outcomes.

Funds are budgeted in account 54-01-8344 in the amount of $2.6 million.

.

Recommendation: Staff respectfully recommends that the Council approve the negotiated agreement with BRW Architects.

Attachments: Agreement

Prepared by: Bill Gardner, Fire Chief
Joy Simonton, City Purchasing Agent

File

AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the First day of July in the year Two Thousand Fifteen.
(In words, indicate day, month and year.)

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

City of Leander
Attention: Joy Simonton, Purchasing Agent
P. O. Box 319
Leander, Texas 78646-0319

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

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

Brown Reynolds Watford Architects, Inc.
2700 Earl Rudder Freeway South, Suite 4000
College Station, Texas 77845

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

Design services for a new Leander Fire Station No. 4 for the City of Leander to be located on Crystal Falls Parkway, Leander, Texas.
BRW Project No.: 215080.00

The Owner and Architect agree as follows.

Init.
/

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User Notes:

(1450144885)

TABLE OF ARTICLES

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

Basic professional architectural services for a new Leander Fire Station No. 4, for the City of Leander, Texas, constructed under the Construction Manager at Risk Delivery Method. The new Fire Station No. 4 will be approximately 8,100 square feet with and estimated budget of $2,511,000.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

Upon "Notice to Proceed" issued by the City of Leander.

.2 Substantial Completion date:

To be determined upon the date of the "Notice to Proceed."

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

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ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

A. Scope of Architectural Services:

Architectural

Description of the basic services listed below under Scope of Services by Project Phase, Section 2.1.E, as well as those tasks and duties to be provided by the Architect under the Construction Manager at Risk agreement for Fire Station #4 between the City of Leander and American Constructors (the "Construction Contract").

Landscape

Landscape design to meet Zoning Ordinance requirements as applicable and drought-tolerant / Native vegetation goals: strictly around footprint of building.

Landscape Irrigation

Irrigation system design and documentation.

Civil

Drainage, grading and paving design
Grading spot elevations adequate for TAS compliance
On-site water and sewer utilities

Structural

Foundation and structural framing
Screening walls, retaining walls, and exterior stairs (as applicable)

Mechanical, Plumbing and Electrical

Mechanical systems, including temperature controls systems and written sequence of operations
Fire protection (sprinkler system) performance specification
Electrical power, lighting, and fire alarm systems
Coordination with utility companies for electrical power, telephone, fiber, cable TV, etc. service entrances.
Emergency generator
Conduit and boxes for low voltage wiring
Lightning protection (performance spec)

Additional Services to be provided:

Topographic Survey / Boundary, Easements Descriptions Survey
Geotechnical Survey
Detention Pond

B. Exclusions from Basic Services:

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The services shown below are not anticipated at this time; however, project requirements identified during design may require them to be added.

Architectural
Demolition of buildings and other structures
Kitchen and food vending equipment procurement.
Furniture and office equipment procurement
Fitness equipment procurement
Professional models and renderings produced out-of-house
Preparation or assistance of Solicitation and Contract Documents and Procedures
LEED Certification
Full time on site construction observation
Environmental or hazardous materials conditions / issues
Preparation or assistance of bid package after first initial bid.

Civil

Property Plat
Zoning modifications, including street abandonments, easements, S.U.P.s and P.D.s
Traffic analysis and traffic signals
Environmental or hazardous materials conditions / issues
Storm Water Pollutant Prevention Plan (SWPPP to be performed by Contractor)

Mechanical, Plumbing and Electrical

Fire protection (sprinkler) system design (beyond performance specification)
Building utility bill estimates
Lightning protection (beyond performance specification)
Technology Design and Documentation
A/V Design
Acoustical Design and Documentation
Security – Employee card control entrance, security cameras at patron/ employee areas.
Network cabling
Energy Efficient / Life Cycle

C. Owner Responsibilities

The Owner shall not increase or decrease the overall budget, or the portion the budget allocated for construction or contingencies, without modifying the agreement of the Architect to a corresponding change in the project scope, quality, and / or professional service fees.

The Owner shall provide written comments within fourteen (14) calendar days pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architects' services. The Owner shall not modify a decision once given to the Architect without additional compensation to the Architect.

Should the Owner fail to perform necessary responsibilities to advance the project or fail to make payments to the Architect, the Architect shall have the right to terminate this contract upon written notice to the Owner.

The Architect's services are copyrighted and for the sole benefit of Owner. No third party may use or benefit from the Architect's services or products for this project. In the event that the property is sold, the new owner shall have no recourse or benefit from the Architect's services rendered for this project.

D. Owner Provided Services and System

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The Owner shall furnish services or building systems other than Basic Services, or authorize the Architect in writing to furnish them as an Additional Service, when such services are required to complete the project, provided that the City may use another subcontractor to prove the following services. These services may include those listed below as applicable:

Laboratory materials testing / inspections (during construction)
Texas Accessibility Standards site inspection at completion of construction. Architect will submit the signed and sealed construction documents to a Registered Accessibility Specialist (RAS) for plan review. The plan review fee is a reimbursable expense. Architect will also have the RAS submit a fee proposal to the Owner for the site inspection.

Telecommunications and computer equipment and wiring (beyond CAT 5E), including voice, data, cable TV, fiber optic cabling, wire management systems, and terminations (Design coordination beyond integrating the information and design provided by City's IT department to be included and coordinated in construction documents)

Station radio, antenna and alerting systems (Design beyond integrating information for products, design layout and specifications into the construction documents as provided by Owner's Consultant)
Audio / visual systems
Building security systems

E. Scope of Services by Project Phase:

Schematic Design

Kick Off Meeting. Review scope of work with project team. Identify contact information as well as chain of command for distributing information.

The site will be reviewed to make sure the proposed building will fit and the requirements for vehicular and pedestrian circulation conditions are met

Programming. BRW, working with Leander Fire Department, will develop a program of spaces for the new Fire Station. BRW will compose a summary sheet listing the rooms, sizes, area, special requirements, required adjacencies, type of lighting, required data/telephone cabling, interior finishes, proposed occupancy, and type of furniture. BRW will also include a detailed room by room program containing the information above as well as a schematic layout of the room with proposed furniture layout. BRW will provide 5 copies in a bound booklet.

Code research. Research the International Building Code requirements as well as plumbing, electrical, lighting, and mechanical, site, floodplain, TAS and TCEQ by identifying requirements and restrictions related to the new building.

Conceptual Design. BRW will provide two schemes for conceptual design of the new Fire Station Upon review of the schemes, one of the schemes is selected for modification and further development in Schematic Design. The Architect shall provide Schematic Design Documents based on the mutually agreed-upon space program, schedule, and budget for the Cost of the Work. The documents shall establish the preliminary design illustrating the scale and relationship of the components. Upon refinement of the preferred conceptual scheme BRW will provide, a colored floor plans and exterior elevations and computer modeling if needed. BRW will submit 5 copies of the 11 x 17 conceptual designs for the Owner's review and comment.

Schematic Design documents shall include a site plan, building plans, sections and elevations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. During the design process, the Architect shall work with the Owner's Construction Manager at Risk to coordinate the scope of the project. The Schematic Design phase shall include three (3) working design meetings with the Owner.

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BRW will work with the Contractor. awarded the Construction Manager at Risk contract, to provide all necessary documentation for the Construction Manager at Risk to provide a construction cost estimate, as set forth in Section 3 of the Construction Contract.

Presentations. If requested, BRW will make one (1) presentation to the Leander City Council for their approval of the design.

Design Development:

Upon receiving a letter of notice to proceed, BRW will develop the Schematic Design to greater detail. The Architect shall provide documents to the Construction Manager at Risk to update the scope of the project. The Design Development Documents shall illustrate and describe the refinement of the design establishing the scope, relationships, forms, size and appearance of the project by means of plans, sections and elevations, typical construction details, and outline specifications. The Design Development Documents shall include in general the quality levels for major materials and project systems.

During the design process, the Architect shall work with the Owner and user group to coordinate the scope of the project. At the completion of Design Development, the Architect and the Construction Manager at Risk, American Constructors, shall update the probable cost of the Work and the project schedule. The Architect shall advise the Owner of any changes from previous cost projections due to adjustments in the project scope, refinement of the probable cost of the work, or general market conditions. If at any time the estimate of the Cost of the Work exceeds the Owner's budget, the Architect and the Construction Manager at Risk, American Constructors, shall make appropriate recommendations to the Owner to adjust the project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

BRW will provide preliminary mechanical, electrical, and plumbing engineering. Minimal structural engineering services will be needed to analysis the weight of mechanical equipment. Design and coordination with the Owner's IT department will be implemented at this phase. During this phase interior elevations will be developed and BRW will review finish materials, lighting, and furniture layout. BRW will review with the Owner, equipment and furniture that are owner supplied vs. items supplied by the contractor during construction. Door hardware will be outlined and reviewed. BRW will prepare an outline for materials and products used for specifications.

The civil engineer will evaluate our site conditions along with parking requirements, drainage, landscaping and irrigation.

Meetings and Deliverables. The Design Development phase shall include two (2) working design meetings with the Owner. Design Development deliverables shall include 3 half size sets 15" x 21"format for the Owner's review and comment

Construction Documents

The Architect shall provide Construction Documents based on the approved Design Development Documents and updated probable cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and project systems required for construction.

The Architect shall provide documents to the Construction Manager at Risk to update the estimate of the Cost of the Construction and project schedule at 50% and 95% completion of Construction Documents. The cost estimate will include a contingency; the contingency includes Owner Generated Changes, Architectural and Engineering Design Contingency, and Unforeseen Construction Conditions. It is recognized that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, over competitive bidding, or market conditions. Accordingly, the Architect acknowledges that the bids may vary from the Owner's budget or the Construction Manager at Risk cost estimates.

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During the development of the Construction Documents, the Architects shall prepare a Project Manual including (1) bidding and procurement information which describes the time, place and conditions of bidding; bidding or proposal forms; and (2) the Conditions of the contract for Construction (General, Supplementary and other Conditions).

Construction Documents phase deliverables shall include two (2) half-size sets of documents at 50% completion and 95% completion for the Owner's review and comment. Final deliverables at 100% completion shall include three (3) sets of half-size set of prints, one set of specifications, and one electronic file of the Construction Documents in PDF format and Specifications in PDF format.

Final design and coordination of the civil, structural, mechanical, electrical, and plumbing will be completed. Mechanical engineering will include sizing of equipment, ducts, diffusers, dampers, and appropriate calculations. Plumbing engineer will include design of waste water system tied into the existing system, supply water, and gas system. Electrical engineer will provide lighting, speaker system, phone, cable, and data wiring (CAT 5E). Civil engineering work will be reviewed and coordinated and final details will be drawn and specified.

Upon receiving a letter of notice to proceed, BRW will update the project schedule.

BRW will submit site plans to the City of Leander "My Permit Now" as used by Developmental Services Department for their review and comments.

Coordination of all architectural drawings will be detailed and finalized. Specifications will be coordinated with drawings and completed. The Owner shall provide the solicitation documents for inclusion in the specifications.

Bidding

The BRW will provide the electronic (PDF) drawings and specifications to the Construction Manager at Risk, American Constructors, for their distribution to sub-contractors. Hard copy documents will be provided by the Architect to the Contractor at additional cost.

The Owner intends to utilize Construction Manager at Risk delivery method for the project. BRW will provide the drawings and specifications to the Construction Manager at Risk, American Constructors, for bidding

The Architect shall prepare responses to questions from proposers and provide clarifications and interpretations of the Contract Documents in the form of Addenda.

The Architect shall consider requests for substitutions during the pricing period, as permitted by the Contract Documents, and shall prepare Addenda including approved substitutions.

BRW will assist the Owner and the Contractor during the bidding phase.

Construction Administration

The Architect shall participate in a pre-construction conference.

The Architect shall visit the site to become generally familiar with the progress and quality of the work completed (assuming work is ongoing). The Architect's representative shall attend pre-arranged progress meetings and prepare field reports describing the status of the work and any deviations observed from the Construction Documents.

Through the construction administration activities with monthly progress meetings, submittal approvals, RFI's, change orders, payment request approvals, construction schedule approval, and project close-out, BRW will serve as the representative of the Owner during construction to observe the construction effort and the general conformance by the construction contractor with the construction drawings and specifications.

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Architect shall perform final closeout procedures as defined in the Contract Documents, including preparation and verification of Punch Lists for the Contractor's use.

Construction Administration services beyond the following limits shall be an Additional Service:

Evaluation of Contractor's substitution requests after 30 days following the Notice to Proceed for the construction of Fire Station #4

Owner requested project scope changes resulting in changes to the Construction Documents

Evaluation of an extensive number of claims submitted by the Contractor in connection with the work

One (1) eleven (11) month warranty walk through after completion

Construction Administration services provided more than sixty (60) days after the date of the Substantial Completion originally established in the construction contract shall be Additional Services. The monthly lump-sum fee for extended Construction Administration (CA) services shall be the CA portion of the fee divided by the number of months for construction originally established in the construction contract.

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

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

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

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

$1,000,000.00

.2 Automobile Liability

$1,000,000.00

.3 Workers' Compensation

$1,000,000.00

.4 Professional Liability

$2,000,000.00

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ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 , Sections 2.1A, 2.1D, and 2.1E, and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 or Sections 2.1A, 2.1D and 2.1E are Additional Services.

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

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's ~~consultants.~~ consultants and the Contractor. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

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

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

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

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

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and the Contractor and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner and the Contractor regarding the requirements of the Project.

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

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

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§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

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

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

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

~~**§ 3.3.2** The Architect shall update the estimate of the Cost of the Work.~~

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

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

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

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

~~**§ 3.4.4** The Architect shall update the estimate for the Cost of the Work.~~

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§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner ~~in establishing a list of prospective contractors.~~ and the Contractor. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in ~~(1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4)~~ awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

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

§ 3.5.2.2 The Architect shall assist the Owner and Contractor in bidding the Project by

~~.1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;~~

~~.2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;~~

~~.3~~ organizing and conducting a pre-bid conference for prospective bidders;

~~.4~~ preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; ~~and~~

~~.5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.~~

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

~~**§ 3.5.3 NEGOTIATED PROPOSALS**~~

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

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

~~.1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;~~

~~.2 organizing and participating in selection interviews with prospective contractors; and~~

~~.3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in ~~AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.~~the Construction Agreement between the Owner and the Contractor (the "Construction Contract") .

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

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have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Construction Contract ~~for Construction~~ and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

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

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

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

§ 3.6.2.5 ~~Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the~~ The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract ~~Documents.~~ Documents and Construction Contract.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

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

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to

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payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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

§ 3.6.4 SUBMITTALS

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

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

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

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

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect ~~may~~ may, with the owner's consent, authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the ~~Contract Sum~~ Guaranteed Maximum Price or an extension of the Contract ~~Time.~~ Time or Substantial Completion date. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

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

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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

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

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.
(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services		**Responsibility** *(Architect, Owner or Not Provided)*	**Location of Service Description** *(Section 4.2 below or in an exhibit attached to this document and identified below)*
§ 4.1.1	Programming (B202™–2009)	Architect	Refer to Section 2.1
§ 4.1.2	Multiple preliminary designs	Architect	Refer to Section 2.1
§ 4.1.3	Measured drawings	Not Provided	
§ 4.1.4	Existing facilities surveys	Not Provided	
§ 4.1.5	Site Evaluation and Planning (B203™–2007)	Architect	Refer to Section 2.1
§ 4.1.6	Building Information Modeling (E202™–2008)	Not Provided	
§ 4.1.7	Civil engineering	Architect	Refer to Section 2.1
§ 4.1.8	Landscape design	Architect	Refer to Section 2.1
§ 4.1.9	Architectural Interior Design (B252™–2007)	Architect	Refer to Section 2.1
§ 4.1.10	Value Analysis (B204™–2007)	Not Provided	
§ 4.1.11	Detailed cost estimating	Not Provided	
§ 4.1.12	On-site Project Representation (B207™–2008)	Not Provided	
§ 4.1.13	Conformed construction documents	Not Provided	
§ 4.1.14	As-Designed Record drawings	Not Provided	
§ 4.1.15	As-Constructed Record drawings	Architect	Refer to Section 2.1
§ 4.1.16	Post occupancy evaluation	Not Provided	
§ 4.1.17	Facility Support Services (B210™–2007)	Not Provided	
§ 4.1.18	Tenant-related services	Not Provided	
§ 4.1.19	Coordination of Owner's consultants	Architect	Refer to Section 2.1
§ 4.1.20	Telecommunications/data design	Not Provided	
§ 4.1.21	Security Evaluation and Planning (B206™–2007)	Not Provided	
§ 4.1.22	Commissioning (B211™–2007)	Not Provided	
§ 4.1.23	Extensive environmentally responsible design	Not Provided	
§ 4.1.24	LEED® Certification (B214™–2012)	Not Provided	

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§ 4.1.25	Fast-track design services	Not Provided	
§ 4.1.26	Historic Preservation (B205™–2007)	Not Provided	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	Not Provided	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

Refer to Article 2.1 of this agreement.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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

- **.1** Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- **.2** Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- **.3** Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- **.4** Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- **.5** Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- **.6** Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- **.7** Preparation for, and attendance at, a public presentation, meeting or hearing;
- **.8** Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- **.9** Evaluation of the qualifications of bidders or persons providing proposals;
- **.10** Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- **.11** Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- **.1** Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- **.2** Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- **.3** Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- **.4** Evaluating an extensive number of Claims as the Initial Decision Maker;

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.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or

.6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

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

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor

.2 Twenty-four (24) visits to the site by the Architect over the duration of the ~~Project during construction~~Project, 10 during design and 14 during construction. Addition al site visits to be approved by the Architect prior to visiting the site.

.3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 ~~(~~ One (1) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's ~~budget~~ budget, as appropriate, for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

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

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

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests

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such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

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

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

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before ~~executing the Contract for Construction,~~ amending the Construction Contract, the Owner shall coordinate the Architect's duties and responsibilities set forth in any amendment to the Construction Contract ~~for Construction~~ with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of ~~the executed agreement~~ the amendment to the contract between the Owner and Contractor, including the General Conditions of the ~~Contract for Construction.~~ Construction Contract.

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

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and ~~profit.~~ profit, provided that the Architect acknowledges that the Cost of the Work is limited by the Guaranteed Maximum Price proposed and approved by the City. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, and contingencies for changes in the Work or other costs that are the responsibility of the Owner.

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

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

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

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§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the ~~lowest bona fide bid or negotiated proposal,~~ Guaranteed Maximum Price Proposal, the Owner shall

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** authorize rebidding or renegotiating of the Project within a reasonable time;
- **.3** terminate in accordance with Section 9.5;
- **.4** in consultation with the compensated Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- **.5** implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, ~~without additional compensation,~~ with additional compensation as negotiated with the owner, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting ~~Instruments of Service,~~ the plans and specifications for the project (the Instruments of Service), or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

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

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If ~~the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.~~this agreement is terminated, the Owner is permitted to authorize the similarly credentialed professionals to reproduce, and where permitted by law, to make changes, corrections or additions to the Instruments of Service for purposes of completing, issuing, and maintaining the project.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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

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Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in ~~AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.~~
Construction Contract.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute ~~resolution.~~ resolution, provided that a party may initiate binding dispute resolution without mediation to avoid expiration of the Statute of Limitations. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

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

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

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction in Williamson County, Texas.

[ ] Other (Specify)

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~~§ 8.3 ARBITRATION~~

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

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

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

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

~~§ 8.3.4 CONSOLIDATION OR JOINDER~~

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

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

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

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 Venue for any conflicts arising out of this Agreement shall lie exclusively in Williamson County, Texas. This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in ~~AIA Document A201–2007, General Conditions of the Contract for Construction.~~the Construction Contract, to the extent defined therein.

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

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

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

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

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

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§ 10.9 The Architect agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client against damages, liabilities and costs arising from the negligent acts of the Architect in the performance of professional services under this Agreement. The Architect shall not be obligated to indemnify the Client for the Client's own negligence.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Payment for Basic Architectural Services is a fixed fee in the amount of $ 246,078.00. To be invoiced monthly based on the percentage of work completed.

Basic Architectural Service Fee	$246,078.00

Additional Services to be provided:

Survey Engineering (Full)	$ 6,800.00
Geotechnical Survey	$ 7,200.00
Detention Engineering	**$ 8,400.00**
Total Additional Services	$ 22,400.00

If the construction cost increases by five percent or less of the contracted estimated budget, which is $2,511,000.00, the Architect shall not increase his fee. If the total construction cost increases by more than 5%, the Architect shall adjust the fee for Additional Services at 9.8% of the adjusted construction cost.

Project Schedule
We anticipate the following time periods for the project phases:

Schematic Design	3 weeks
50% Review	
100% Review	
Design Development	4 weeks
50% Review	
100 Review	
Construction Documents	13 weeks
95% Review	
100% Final deliverables	
Total Design	20 weeks
Bidding	4 weeks
Building Construction	9 months

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Additional Services to be negotiated as a lump sum fee.

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§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Refer to Article 11.7 of this agreement for hourly rates.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as otherwise stated below:

Not Applicable.

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

Schematic Design Phase	$49,216.00	percent (	20	%)
Design Development Phase	$36,912.00	percent (	15	%)
Construction Documents Phase	$98,431.00	percent (	40	%)
Bidding or Negotiation Phase	$12,304.00	percent (	5	%)
Construction Phase	$49,215.00	percent (	20	%)
Total Basic Compensation	~~one hundred~~ $246,078.00	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate
Administration	$60.00 per hour
Intern Architect II	$75.00 per hour
Intern Architect I	$90.00 per hour
Architect	$120.00 per hour
Project Architect	$140.00 per hour
Project Manager	$160.00 per hour
Director	$180.00 per hour
Principal	$190.00 per hour

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

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

- **.1** Transportation and authorized out-of-town travel and subsistence;
- **.2** Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- **.3** Fees paid for securing approval of authorities having jurisdiction over the Project;
- **.4** Printing, reproductions, plots, standard form documents;
- **.5** Postage, handling and delivery;

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.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
.8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses; and
.11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the actual expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

Not Applicable

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero ($ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

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

The lower of: 5 % per annum or the maximum rate allowed under Chapter 2251, Texas Government Code

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

Any element of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, the Owner and the Architect will, in good faith, attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas:
Texas Board of Architectural Examiners (TBAE)
P.O. Box 12337
Austin, Texas 78711
512/ 305.9000

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ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

.1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect

.2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

Not Applicable.

.3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Not Applicable.

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

OWNER	**ARCHITECT**
(Signature)	*(Signature)*
Kent Cagle, City Manager	Mark E. Watford, FAIA, Principal
City of Leander	Brown Reynolds Watford Architects, Inc.
(Printed name and title)	*(Printed name and title)*

Init.
/

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AGENDA ITEM # 10

Executive Summary

July 8, 2016

Agenda Subject: Approve agreement for Construction Manager at Risk Services Services for Fire Station #4

Background: Two vendors submitted RFP responses on April 9, 2015 to provide Construction Manager at Risk Services (CMR) for Fire Station #4. American Constructors submitted the proposal that offered the best value for the City and was selected by City Council on May 7, 2015 to perform those services. City Council authorized negotiations for these services. These negotations are completed and that agreement is attached.

Recommendation: Staff respectfully recommends that the Council approve the negotiated agreement with American Constructors.

Attachments: Agreement

Prepared by: Bill Gardner, Fire Chief
Joy Simonton, City Purchasing Agent

CONSTRUCTION MANAGER AT RISK AGREEMENT
FOR FIRE STATION #4
CITY OF LEANDER, TEXAS

This Agreement for services of a Construction Manager at Risk for Fire Station #4 (this "Agreement") is entered into effective as of the ____ day of ____, 2015, (the "Effective Date") between American Constructors, Inc. a Texas corporation, (the "Contractor") and the City of Leander, Texas, a Texas home rule city (the "City"). The City and the Contractor are sometimes referred to collectively herein as the "Parties".

RECITALS

WHEREAS, in accordance with *Subchapter F, Chapter 2269, Texas Government Code* (“*Subchapter F*”), the City issued a request for proposals ("RFP") for the services of a Construction Manager at Risk for Fire Station #4 (as more specifically referenced hereinafter the "Project") to be constructed on the Land (as hereinafter described in Section 1) in Leander, Williamson County, Texas;

WHEREAS, the City has reviewed all the responses to the RFP and negotiated in good faith to obtain an acceptable construction manager at risk agreement for the Project, and is authorized to contract for the services of a construction manager at risk for construction of the Project;

WHEREAS, this Agreement shall constitute a contract whereby the Contractor selected by the City pursuant to a competitive RFP, will serve as the contractor and construction supervisor on the Project on the Land in compliance with the design and the Plans and Specifications prepared by the Architect and approved by the City; and,

WHEREAS, the Parties desire to set forth an agreement for the planning and construction of the Project through completion of the Project, for the purpose of controlling time, costs, and quality.

NOW THEREFORE, for and in consideration of the benefits to accrue to the Parties, the receipt and adequacy of which is hereby acknowledged, the Parties contract, covenant and agree as follows:

Section 1. Definitions. The following words, terms and phrases, when used in this Agreement regardless of capitalization, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning. Words not defined herein and of common usage in the construction trade shall, unless the context indicated a different meaning, have the meaning and usage given in the construction trade. Words used in the present tense include the future tense. Words used in the plural number include the singular, and words in the singular include the plural. The word "shall" is always mandatory. The word "herein" means in this Agreement. The word "regulations" means the provisions of any applicable ordinance, rule, regulation or policy. The word “person" means any human being or legal entity and includes a corporation, a partnership, and an incorporated or unincorporated association.

"Architect" means Brown Reynolds Watford Architects, Inc. and its licensed and assigned architects selected by the City as provided in *Subchapter F*, to provide services in

connection with the design and preparation of the Plans and Specifications, approve progress payments, and perform related duties with respect to the Project.

"Architect's Agreement" means the agreement between the City and the Architect dated _____, for professional services related to the Project.

"City" means the City of Leander, Williamson County, Texas.

"City Representative" or "City's Representative" shall be the City Manager, or his delegate, and any designated inspector for daily inspections, as appropriate, each of whom shall act in concert as City's agent for purpose of inspection, coordination, and issuance of instructions but shall not directly supervise the Contractor.

"Conceptual Plan" means the conceptual plan for the Project, including, but not limited to, the Schematic Design Documents and the Design Development Documents, as defined in the Architect's Agreement, the floor plan, roof, facade and exterior design, proposed facade materials, and wall and floor covering materials, approved by the City.

"Contract Documents" means those documents listed in Section 2, together with the Plans & Specifications.

"Contractor" means the Construction Manager at Risk as provided in *Subchapter F* to assume the risk for construction of the Project at the Guaranteed Maximum Price as a general contractor; to provide advice on the time and consequences of design, purchasing of materials, and lead times; to consult with the City regarding construction decisions, scheduling, cost control, coordination of contract negotiations and awards, to coordinate all phases of construction activities during and after the design of the Project; and to provide other services set forth in *Subchapter F* and this Agreement. Where the context dictates the term Contractor may also mean the Subcontractors retained through the competitive bid or proposal process.

"Days" means calendar days being any day of the week or month, no days being excepted.

"Change Order Work" means and includes work that is not covered or contemplated by the Contract Documents but that may be required by the City Representative and approved by the City in writing prior to the work being done by the Contractor. If any Change Order will increase the Work Costs, or if any other change will increase or decrease the Work Costs, a change order must be approved and executed as provided in this Agreement.

"Final Completion" means that all the work has been completed, all final punch list items have been inspected and satisfactorily completed, all payments to materialmen and subcontractors have been made, all documentation and warranties have been submitted, and all closeout documents have been executed and approved by the City.

"Governing Body" means the City Council of the City.

"Guaranteed Maximum Price" or "GMP" means the proposed and accepted cost of Work to construct the Fire Station #4 on the Land in accordance with the Plans and Specifications, the RFP, and the Contractor's fees as set forth in the Contractor's Proposal, and shall not include sales or use taxes, which costs shall be approved for payment to Contractor by the Architect and the City Representative.

"Land" means the tracts of land upon which the Work is to be constructed and upon which the Land is located, being that certain 3.046 acre tract of land located in Leander, Williamson County, Texas, more particularly shown and described in Exhibit F attached hereto and incorporated herein for all purposes,, being more particularly shown on the survey or surveys prepared for the Project.

"Nonconforming Work" means work or any part thereof that is rejected by the City Representative and/ or the Architect as not conforming with the Contract Documents.

"Notice to Proceed" means a notice given by the City for the Construction Phase after the City's acceptance of the Contractor's Guaranteed Maximum Price proposal. The Notice to Proceed shall be written.

"Plans and Specifications" means the surveys, drawings, design, plans, and technical specifications prepared for the Project as prepared by a licensed professional engineer or registered architect, as approved by the City and Contractor and as revised from time to time prior to Final Completion with approval by the Contractor and the City.

"Project" means the supervision and coordination of all phases of Fire Station #4 as set forth in Section 2, through completion, coordination and consultation with the City Representative and the Architect and the provision of professional services according to this Agreement and the RFP and the construction, installation, and erection of Fire Station #4 according to the City approved Plans and Specifications, this Agreement, and the RFP.

"Proposal" means the Contractor's response to the RFP accepted by the City.

"RFP" means the Request for Proposal for Construction Manager at Risk for Fire Station #4.

"Subcontract" means any contract between the Contractor and any other person or entity, dated on or after the date hereof, for or with respect to the provision of any work, labor and/or materials for erection, installation or construction of the Work, irrespective of the title or name of such contract.

"Subcontractor" means any person, firm or entity that enters into a Subcontract with the Contractor for or with respect to the construction of the Work, irrespective of the

designation of such document as a subcontract or a contract.

"Substantially Completed" or "Substantial Completion" means that in the opinion of the City's Representative and the Architect the Work, including all systems and improvements, is in a condition to serve its intended purpose but still may require minor miscellaneous work and adjustment. Final payment of the Guaranteed Maximum Price, including retainage, however, shall be withheld until Final Completion and acceptance of the work by the City. Acceptance by the City shall not impair or waive any warranty obligation of Contractor.

"Work" means the Construction Phase of the Project, beginning with the City's acceptance of the Guaranteed Maximum Price, which includes the construction, installation, erection, and installation of Fire Station #4 described in Section 2 below, constructed on the Land, including the labor and materials required to construct Fire Station #4 in conformance with the Conceptual Plan and the Plans and Specifications, the RFP, the competitive bidding of contracts for such labor and materials in accordance with this Agreement, and all the equipment, machinery and fixtures and other items of tangible personal property required pursuant to the Plans and Specifications.

"Work Account" means the Work Account established by the City from which all Work Costs shall be paid.

Section 2. Project. (a) The Contract Documents constituting the Project and their priority shall be as follows:

i. This signed Agreement
ii. Addendum to this Agreement
iii. Plans and Specifications
iv. Any instructions to Bidders or Proposers, the RFP, and any other notices to Bidders, Proposers, or Contractor
v. Performance bond, Payment bonds, Bid bonds, Security Bond, and special bonds
vi. Contractor's Guaranteed Maximum Price Proposal
vii. Contractor's completed Proposal

(b) The City has selected the Contractor to provide general contractor services and to assume the risk for construction and satisfactory and timely completion of the Work at a Guaranteed Maximum Price. The Project shall consist of two Phases – the Preconstruction Services Phase and the Construction Phase.

(c) During the Preconstruction Services Phase, the Contractor will provide services as further described in Section 3 and the RFP and shall advise and coordinate with the City Representative and the Architect regarding development of Plans and Specifications so as to facilitate a proposal of a Guaranteed Maximum Price and a schedule for completion of the Work.

The Preconstruction Services Phase shall end when the City has accepted a Guaranteed Maximum Price for the Work.

(d) The Construction Phase shall begin when the City has accepted a Guaranteed Maximum Price for the Work. During the Construction Phase, the Contractor shall perform and provide, or cause to be performed and provided, each and every duty, work, responsibility, and service necessary to the development and construction and final acceptance of the Work, pursuant to the terms, conditions, provisions and requirements of the Contract Documents. The Contractor will work and coordinate with the City's Representatives to obtain necessary approval of the Work construction and the subcontractors thereon. The Contractor shall review all contracts for work to be contracted to another entity or person to ensure the contracts will elicit work that is in compliance with the Plans and Specifications. Contractor shall bring any deficiencies to the attention of the City Representative and the Architect prior to seeking competitive bids or proposals. Contractor shall be obligated to ensure the subcontractor completes work as required by the contract documents.

Section 3. Preconstruction Services. (a) The Contractor shall make recommendations to the City Representative and the Architect regarding development of Plans and Specifications so as to facilitate a proposal of a Guaranteed Maximum Price and a schedule for completion of the Work, which will be appropriate for the Work as laid out in the Plans and Specifications, including the timing, cost of construction, feasibility of construction, and other relevant criteria required to ensure the Plans and Specifications are sufficient to complete the Work within a Guaranteed Maximum Price.

(b) Contractor shall consult regularly with the City Representative and the Architect regarding issues with the development of Plans and Specifications, including making recommendations to the City regarding construction of the Project within the City's budget. The Contractor will advise and coordinate with the City's Representatives and the Architect regarding the constructability of the Plans and Specifications' for the Project and appropriateness thereof.

(c) Once this Agreement has been approved by the City, the Contractor shall review the existing Plans and Specifications and other relevant documentation and, in cooperation with City Representative and the Architect, shall provide a preliminary evaluation of the Work within the context of the City's budget requirements. Contractor shall prepare a preliminary cost estimate and a preliminary work schedule, which shall be updated from time to time at the request of the City Representative and the Architect. Contractor shall include in each cost estimate the methods used and the factors considered in calculating the cost estimate. The Contractor shall make recommendations to the City and the Architect for reducing costs to stay within budget for any cost estimate that exceeds the City's budget, or as otherwise requested by City Representative or the Architect.

(d) For the preconstruction services described in this Section 3 and the RFP (the "Preconstruction Services"), Contractor shall receive **Nine Thousand Dollars ($9,000.00)** (the "Preconstruction Services Price"). The Preconstruction Services Price will be invoiced with the first Payment Requisition Certificate submitted for construction services.

Section 4. Guaranteed Maximum Price. (a) Once the Plans and Specifications are complete as determined by the City Representative and the Architect, the Contractor shall provide the Guaranteed Maximum Price proposal for the Work as further set out in this Section (the "GMP Proposal") to the City. The Guaranteed Maximum Price shall be the firm price for which the Contractor binds itself to complete the Work through subcontractors and employees as set forth in the Plans and Specifications, including any contingency funds. Notwithstanding any other term of this Agreement, it is understood and agreed the City's obligation to make payments pursuant to this Agreement shall not exceed the lower of the actual cost of constructing and completing the Work or the Guaranteed Maximum Price, unless the Governing Body: (i) first appropriates additional funds required for a change order; (ii) the change order is authorized pursuant to Section 15; and (iii) the changer order is executed in the form approved by the Governing Body.

(b) Contractor shall include with the GMP Proposal a detailed, itemized statement of the costs included in the GMP Proposal, including allowances and contingencies, and a written statement of the factors considered in calculating the GMP, which shall include: (i) A list of the allowances and a statement of the basis for said allowance; and (ii) A list of any assumptions and clarifications made by Contractor in the preparation of the GMP Proposal to supplement the information contained in the Plans and Specifications and other Contract Documents. The GMP Proposal shall also include costs for any portion of the Work for which trade contracts or subcontracts have already been executed including those for phased work or procurement of long-lead time items. The GMP Proposal shall also include a construction schedule, which shall include the date of Substantial Completion upon which the GMP Proposal is based, the date for issuing Plans and Specifications for proposals, the date for receiving proposals from trade contractors and subcontractors, and the date for Notice to Proceed.

(c) Contractor shall be available to the City and/or the Architect to meet with, discuss or answer any questions about the GMP Proposal. If the City and/or the Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify Contractor, who shall make appropriate adjustments to the GMP Proposal, its basis, or both.

(d) The City may accept the GMP Proposal in writing on or before the date specified in the proposal for such acceptance, which date shall not be less than 30 days from the date the GMP Proposal is submitted to the City. Acceptance by the City after the date specified in the GMP Proposal shall not be effective without written acceptance by the Contractor. Upon the City's acceptance of the GMP Proposal, the parties shall promptly execute an Addendum in a form substantially similar to the form attached as Exhibit "A".

(e) The City may reject the GMP Proposal and request the Contractor submit a new GMP Proposal. The Contractor shall be notified in writing of the rejection of the GMP Proposal, and if the City requests the Contractor to submit a new GMP Proposal, the Contractor shall also be informed in writing of any reasons for the rejection that were stated on the record at the City Council meeting at which the GMP Proposal was considered. City may reject the GMP Proposal, terminate this Agreement for convenience, and opt for directly soliciting construction bids in the

event the GMP is not acceptable.

Section 5. Work Costs. (a) The total contract amount payable to the Contractor for the Construction Phase shall be the lower of the Guaranteed Maximum Price or the "Work Costs", as defined herein. Such Work Costs are the total amount payable for the Construction Phase under this Agreement. The Work Costs include all actual, documented and approved costs and expenses whatsoever of the Work, including, but not limited to bidding, construction, all construction and materials and the total amounts and consideration due from the City to the Contractor with respect to the Work; including, but not limited to, any costs and expenses incurred by Contractor in consulting with the Architect, the City Representative, the City Inspector or the City Manager, the costs of insurance and Performance and Payment Bonds during construction; the Contractor's Construction Management Fee, which shall not exceed $63,800.00, per the Contractor's Proposal; all amounts, costs, overhead, profit, insurance, fees and expenses payable pursuant to all Subcontracts; all costs for materials, wages and supplies, and profits; the cost of machinery and equipment; contingency funds; and all costs and expenses of every kind necessary to deliver the Work ready for occupancy and completed in accordance with the Plans and Specifications and all applicable laws, regulations and codes; provided that the General Conditions Monthly Expenses shall not exceed $23,900.00 per month per the Contractors Proposal. .

(b) Provided there will be no material change or modification of the Conceptual Plan, or of any Plans and Specifications after approval by the Governing Body, without the approval of the Governing Body, the Contractor may budget the Work Costs for expenditure as it deems proper, subject to any requirements of the Surety(s) on the Performance and the Payment Bond(s), and may revise and manage such budget in its discretion subject to full performance of this Agreement; provided the Work Costs may not be increased by the Contractor without the formal action and approval of the City as provided in Section 4(a) above.

(c) All Work Costs shall be payable from the Work Account and payments pursuant to this Agreement shall not exceed the Guaranteed Maximum Price, unless prior approval is given by the Governing Body as provided above. The City will have no liability for any change or additional work performed prior to a change order being approved and executed. The Work Costs shall be paid to the Contractor for all costs for construction, equipping and final acceptance of the Work as provided in this Agreement, and the designated City Representative shall authorize payment of the Work Costs to the Contractor from the Work Account, as appropriate and provided for hereinafter.

(d) If the City fails or otherwise refuses to accept the recommendation of the Contractor for use of a trade contractor or subcontractor, the City shall compensate the Contractor by a change in price, time or guaranteed maximum cost for any additional costs and risk that the Contractor actually incurs because of the City's requirement that another bid or proposal be accepted.

Section 6. Construction of the Work. The Contractor shall perform and provide, or cause to be performed and provided, each and every duty, work, responsibility and service necessary to the development and construction and final acceptance of the Work, pursuant to the terms, conditions, provisions and requirements of this Agreement, the RFP, and the Plans and Specifications,

including but not limited to, obtaining all required permits, approvals and certifications necessary for or with respect to construction and final acceptance of the Work.

(a) Notwithstanding any other term, condition or provision of this Agreement, on or after the Effective Date the Contractor shall coordinate with the Architect and the City Representative to obtain subcontractors and to construct the entire Work according to and in compliance with the Plans and Specifications for and in consideration of the Work Costs. The Contractor shall: (i) construct or cause the construction of the entire Work in a timely manner; (ii) publicly advertise, as prescribed for municipalities and as set forth in Subchapter F, Chapter 2269, Tex. Gov't Code, as amended, and receive bids or proposals from trade contractors or subcontractors for the performance of all major elements of the work other than the minor work that may be approved for performance by the Contractor by the City; (iii) enter into one or more agreements with Subcontracts to accomplish such work, based upon the approved Plans and Specifications; (iv) provide the work and services, or cause the work and services to be provided, and complete the Work in conformance with the Plans and Specifications; and (v) obtain Substantial Completion of the Work within the time stipulated in Exhibit A GMP Addendum, such time to begin within ten calendar days after the Notice to Proceed is given, and obtain Final Completion and acceptance of the Work by the City within forty-five (45) days after Substantial Completion.

(b) Notwithstanding any other term, condition or provision of this Agreement, the Contractor shall:

(i) advertise for bids or proposals all major elements of the Work and make subcontractor selection and recommendations to the City as to the subcontractors that offer the best value to the City;

(ii) review and advise the City on the Conceptual Plan and the Plans and Specifications, and coordinate with the Architect and the City Representative any recommended changes to such plans;

(iii) construct and complete the Work, or cause the Work to be constructed and completed, in conformance with the Plans and Specifications and this Agreement;

(iv) cause the Work to be constructed, equipped and finally accepted for and in consideration of the Guaranteed Maximum Price stipulated hereinabove; and

(v) not unreasonably withhold any service, action or approval required to be given by the Contractor under this Agreement.

(c) All wages paid under this Agreement must not be less than the prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed for regular days, holidays and overtime work, as determined in accordance with Section 2258.022, Texas Government Code and other applicable law, a copy of which prevailing wage rate is attached hereto as Exhibit “B”. The Contractor shall be required to comply

with all applicable requirements of law governing prevailing wage rates.

(d) Contractor shall consult and advise the Architect and City Representative on the distinction between major and minor work to be performed on the Work and the segregation of the Work into distinct component for subcontracting. The Contractor may identify minor Work for which the Contractor will be directly responsible directly, and Architect and the City Representative shall approve such proposed minor work. All major work will be advertised and bid according to Subchapter F, Chapter 2269, Tex. Gov't Code. The Contractor shall review all trade contractor or subcontractor bids or proposals with the City Representative and Architect in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the construction manager-at-risk, architect, engineer, or governmental entity. The Contractor may bid on any major component. If the Contractor is the best value for the City, the City may award Subcontracts to the Contractor. If the Contractor reviews, evaluates, and recommends a bid or proposal from a trade contractor or subcontractor but the City Representative requires another bid or proposal to be accepted, the City shall compensate the Contractor by a change in price, time, or guaranteed maximum cost for any additional cost and risk that the Contractor incurs because of the City's requirement that another bid or proposal be accepted.

(e) Notwithstanding any other term, condition or provision of this Agreement, the Contractor shall periodically inspect the Work to ensure that the construction, installation, and erection of the Work is done in compliance with the Conceptual Plan, the Plans and Specifications, and this Agreement.

(f) The time for Substantial Completion of the work shall be as provided in Section 6 (a)(v.). The time for Final Completion of the work shall be as provided hereinafter in Section 6 (a)(v.). If the Contractor fails to complete the work within the time required for Substantial Completion, or within the time required for Final Completion as applicable, the Contractor shall pay liquidated damages which shall be calculated on a calendar day basis, as provided hereinafter in Section 24.

(g) The Contractor shall provide or cause to be provided a Performance Bond and a Payment Bond, pursuant to Chapter 2253, Texas Government Code, each in the amount of the Guaranteed Maximum Price (the "P&P Bonds") within ten (10) calendar days of the City's acceptance of the GMP Proposal. The P&P Bonds shall name the City as beneficiary and be issued by a surety or sureties licensed to do business in the State of Texas and acceptable to the City.

(h) The Contractor may, in its sole discretion, require any Subcontractor to provide: (i) for retainage to be withheld by the Contractor (with interest if applicable as provided in Subchapter B, Chapter 2252, Texas Government Code); and/or (ii) for a Performance Bond and a Payment Bond payable to the Contractor in the amount of the Subcontract.

(i) If a selected trade contractor or subcontractor defaults in the performance of its work or fails to execute a subcontract after being selected, the Contractor may, without advertising fulfill the

contract requirements itself or select a replacement trade contractor or subcontractor to fulfill the requirements of the subcontract without an increase in the GMP or schedule for completion of the Work.

(j) Upon Substantial Completion of the Work, the Contractor shall provide the City with a certificate to the effect that the acquisition, construction, and equipping of the Work has been substantially completed in accordance with the Plans and Specifications. The City may use or occupy any completed or partially completed portion of the Work following Substantial Completion when such portion is designated in writing by the Contractor and applicable Subcontractor as substantially complete. The agreement providing for such occupancy or use shall assign responsibilities for payments, security, maintenance, HVAC, utilities, damage to the Work, work not complying with the Plans and Specifications and commencement of warranties. If deficiencies are noted during inspection for Substantial Completion, the City shall promptly deliver written notice to the Contractor specifying such deficiencies and the Contractor shall be entitled to a reasonable amount of time not to exceed forty-five (45) days, to cure such deficiencies and submit the Work to the City for inspection for Final Completion.

(k) Upon Final Completion, the Contractor shall so certify such Final Completion to the City, and the City shall then inspect the Work and, if no deficiencies are noted, shall provide an acceptance certificate evidencing the acceptance of the Work as constructed in accordance with the Plans and Specifications. Such acceptance certificate shall be deemed the final acceptance. After the final acceptance, the City shall approve final payment to be made to the Contractor upon submission of all required warranties, releases of lien (if any) and a standard certificate of payment, which includes a statement that all subcontractors have been paid.

(l) In addition to the on-going inspection of the Work by the Contractor, and inspection by the Architect, the quality and progress of the Work shall be subject to inspection by city personnel and officers. The Contractor shall inspect the Work as necessary in the Contractor's judgment but, in any event, prior to each request for a progress payment, and, prior to each request for a progress payment, the Architect shall observe the level of completion. The Architect shall inspect the Work at Substantial Completion, and the building officials of the City will inspect the Work in a manner consistent with the building codes of the City.

Section 7. City Representative. (a) Communications. The Contractor shall forward all communications, written or oral, to the City through the City Representative with copy to the Architect.

(b) Inspections. The City Representative may periodically review and inspect the work of the Contractor, and may cause other qualified persons to inspect the work.

(c) Subordinate Supervisors and Inspectors. The City Representative shall appoint, from time to time, such subordinate supervisors or inspectors as City Representative may deem proper to inspect the work performed under this Agreement and ensure that said Work is performed in accordance with the Plans and Specifications.

(d) Directions by City. The Contractor shall regard and obey the directions and instructions of City Representative with Architect approval for any changes to Plans and Specifications, and any authorized subordinate supervisors or inspectors appointed by the City, provided such directions and instructions are consistent with the authority of the City under this Agreement, are not inconsistent with the rights, duties and obligations of the Contractor under this Agreement, and are not otherwise inconsistent or in conflict with the status of the Contractor as an independent contractor.

(e) Appeal by Contractor. Should the Contractor object to any orders by any subordinate supervisor or inspector, the Contractor may, within four (4) days from receipt of such order, make written appeal to Architect for his decision.

(f) Clarifications and Interpretations. The Architect will issue with written clarifications or interpretations of the requirements of the Contract Documents as the Architect determines necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents; provided that no change requiring a material change (as defined in Section 7(g)) in the design, drawings or plan may be issued without the City Council's written approval, or the City Manager's written approval if authorized under this Agreement. If Contractor believes that a written clarification or interpretation justifies an increase in the Work Costs or an extension of the time for performance and the parties are unable to agree to the amount or extent thereof, Contractor may make a claim therefor as provided herein for Change Order Work or Extensions of Time.

(g) Authorized Variations in Work. The Architect, with the prior approval of the City Representative, may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Work Costs or the time for completion, do not require a material change to the design, drawings, or Plans and Specifications, and that are consistent with the overall intent of the Contract Documents. These may be accomplished by a field order and will be binding on City, and also on Contractor who shall perform the Work involved promptly; provided that no change requiring a material change in the design, drawings, or Plans and Specifications may be issued without the City Council's written approval, or the City Manager's written approval if authorized under this Agreement. If Contractor believes that a field order justifies an increase in the Work Costs or an extension of the time for performance and the parties are unable to agree as to the amount or extent thereof, the Contractor may make a claim therefor. For the purposes of this Agreement, a "material change" in the design, drawings, or Plans and Specifications is any change that varies from, or requires a modification to, the design, drawings, or Plans and Specifications, or any change that increases or decreases the Work Costs or time for performance.

(h) Rejecting Work. Both the Architect and the City Representative will have authority to disapprove or reject Work that Architect or the City Representative believes to be defective, and will also have authority to require special inspection or testing of the Work at anytime, regardless of whether or not the Work is fabricated, installed or completed.

(i) Dispute Resolution. The Architect will be the initial interpreter of the requirements of

the Contract Documents and judge of the acceptability of the Work thereunder, having considered the recommendation of the City Representative. Claims, disputes and other matters relating to the acceptability of work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the work and claims for Change Order Work and Extensions of Time in respect of changes in the Work Costs or time for performance will be referred initially to Architect in writing with a request for a formal decision in accordance with this paragraph, which Architect will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered by the claimant to Architect and the other party to the Agreement promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to Architect and the other party within sixty days after such occurrence unless the Architect (with consent of the City and the Contractor) allows an additional period of time to ascertain more accurate data in support of the claim.

The rendering of a decision by Architect pursuant to this Agreement with respect to any claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment by the Contractor-unless specifically agreed otherwise in writing by the parties prior to such application or payment) will be a condition precedent to any exercise by City or Contractor of such rights or remedies as either may otherwise have under the Contract Documents or by laws or regulations in respect of any such claim, dispute or other matter.

(j) Coordination with Architect. The Architect and Contractor shall coordinate from time to time and will: (i) review the Plans and Specifications for the Work for compliance with this Agreement and all applicable laws, rules, regulations and standards; (ii) periodically observe the work for compliance with the Plans and Specifications, this Agreement, and all applicable laws, rules, regulations and standards; (iii) consult and advise the City regarding the Plans and Specifications, the reasonableness of the specifications based on the Work Costs, and the Work being constructed for the Guaranteed Maximum Price; and (iv) reasonably cooperate and coordinate with the Parties to facilitate the timely and efficient construction of the Work.

(k) Limitation of Responsibilities. Neither Architect's authority to act under this Section or elsewhere in the Contract Documents nor any decision made by the Architect in good faith either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Architect to Contractor, any subcontractor, any supplier, or any other person or organization performing any of the work, or to any surety for any of them.

The Architect and the City Representative will not be responsible for Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and the Architect and City Representative will not be responsible for Contractor's failure to perform or furnish the work in accordance with the Contract Documents.

The Architect and the City Representative will not be responsible for the acts or omissions of Contractor or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the work.

Section 8. Independent Contractor. (a) Independent Contractor. In all activities or services performed hereunder, the Contractor is an independent contractor and not an agent or employee of the City. The Contractor, as an independent contractor, shall be responsible for the final product contemplated under this Agreement. Except for materials furnished by the City, the Contractor shall supply all materials, equipment, and labor required for the execution of the Work, or cause such to be provided. The Contractor shall have ultimate control over the execution of the Work under this Agreement. The Contractor shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees and subcontractors, and the City shall have no control of or supervision over the employees of the Contractor or any of the Contractor's subcontractors except to the limited extent provided for in this Agreement.

(b) Control of the Work. The Contractor shall retain personal control and shall give its personal attention to the faithful prosecution and completion of the Work, the Project, and fulfillment of this Agreement. The subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Contractor from its obligations to the City under this Agreement. The Contractor shall appoint and keep on the Work during the progress of the work a competent superintendant ("Superintendant") and any necessary assistants, all satisfactory to City's Representative, to act as the Contractor's representative and to supervise its employees and subcontractors. All directions given to the Superintendant shall be binding as if given to the Contractor.

(c) Contractor Provided Materials and Equipment. Unless otherwise stipulated in writing, the Contractor shall provide and pay for all labor, materials, tools, equipment, transportation, facilities, and drawings, including engineering, and any other services necessary or reasonably incidental to the performance of the work by the Contractor. It shall be the responsibility of the Contractor to furnish a completed work product that meets the requirements of the City. Any additional work, material, or equipment needed to meet the intent of this specification shall be supplied by the Contractor without claim for additional payment, even though not specifically mentioned herein.

(d) Contractor's Risk. Any injury or damage to the Contractor or the Work caused by an, natural cause, a party or entity not privy to this Agreement, or other like issue shall be assumed and borne by the Contractor. Contractor shall be solely responsible for all costs of materials, tool, equipment, labor, subcontractors and other such costs in excess of Contractor's GMP.

Section 9. Progress of Work. (a) Schedule of Work. Unless otherwise specifically provided, the Contractor shall execute its work and oversee the work of Subcontractors at such time and sessions, in such order of precedence, and in such manner as shall be most conducive to the economy of the Work; provided, however, that the order and time of prosecution shall be such that the Work shall be Substantially Completed in accordance with this Agreement, the Plans and Specifications, and within the time of completion designated in this Agreement and any approved progress schedules.

(b) Scheduling and Coordination. Further, the parties shall be subject to the following:

(i.) The Contractor shall submit a progress schedule and payment schedule of the work contemplated by this Agreement.

(ii.) The Superintendent shall work directly with Subcontractors as necessary to coordinate construction activities.

(iii.) In the event that it is determined by the City that the progress of the work is not in accordance with the approved progress and payment schedule, the City may so inform the Contractor and require the Contractor to take such action as is necessary to insure completion of the Work within the time specified and the Contractor shall revise schedule to show corrective action.

(c) Work Stoppage. If in the judgment of the Architect any of the work or materials furnished is not in strict accordance with this Agreement or any portion of the work is being performed so as to create a hazardous condition, the City may, in its sole discretion, order the work of the Contractor or any Subcontractor wholly or partially stopped until any objectionable person, work, or material is removed from the premises. Such stoppage or suspension shall neither invalidate any of the Contractor's performance obligations under this Agreement, including the time of performance and deadlines therefore, nor will any extra charge be allowed the Contractor by reason of such stoppage or suspension.

(d) Changes in the Work. The Contractor may make such changes and alterations as the City may require in the work or any part thereof without affecting the validity of this Agreement and any accompanying bond. If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for any claim for damages or anticipated profits. If the City makes changes or alterations that render useless any work already done or material already used in said work, then the City shall recompense the Contractor for any material or labor so used, and for any actual loss occasioned by such change due to actual expenses incurred in preparation for the work as originally planned.

Section 10. Entry, Observation, Testing & Possession. (a) City Access to the Site. The City reserves the right to enter the Work site or sites by such employee(s) or agent(s) as it may elect for the purpose of inspecting the work. The City further reserves the right to enter the Work site or sites for the purpose of performing such collateral work as the City may desire.

(b) Observation and Testing. The City's Representative shall have the right, at all reasonable times, to observe and test the work. The Contractor shall make necessary arrangements and provide proper facilities and access for such observation and testing at any location where the work or any part thereof is in preparation or progress. The Contractor shall ascertain the scope of any observation that may be contemplated by City's Representative and shall give ample notice as to the time each part of the work will be ready for observation.

Section 11. Rejected Work. (a) Non-Conforming Work. All work deemed not in conformity

with this Agreement as determined by the City in its sole discretion, may be rejected by the City. City's Representative may reject any work found to be defective or not in accordance with the Contract Documents, regardless of the stage of the work's completion or the time or place of discovery of such defects or inconsistencies and regardless of whether City's Representative has previously accepted the work through oversight or otherwise. Neither observations nor inspections, tests, or approvals made by City's Representative, or other persons authorized under this Agreement to make such observations, inspections, tests, or approvals, shall relieve the Contractor from the obligation to perform the work in accordance with the requirements of this Agreement and the other Contract Documents.

(b) Remedial Action. If the work or any part thereof is not in conformity with this Agreement, it shall be rejected by the City's Representative. Any remedial action required, as set forth herein, shall be at the Contractor's expense, as follows:

(i.) The Contractor may be required, at the City's option, after notice from City's Representative, to remedy such work so that it shall be in full compliance with this Agreement. All rejected work or materials shall be immediately replaced in order to conform with this Agreement.

(ii.) If the City deems it inexpedient to correct work damaged or not done in accordance with this Agreement, an equitable deduction from the agreed sum may be made by the City at the City's sole discretion.

Section 12. Approval of Subcontractors. If City's Representative judges any Subcontractor to be failing to perform the work in strict accordance with the drawings and Plans and Specifications, the City Representative through the Architect shall give the Contractor notice of such failure to perform. Contractor shall, if appropriate, discharge the same if Subcontractor does not cure such failure to perform, but this shall in no way release the Contractor from its obligations and responsibility under this Agreement. Every subcontractor shall be bound by the terms and provisions of this Agreement and the Contract Documents as far as applicable to their work. The Contractor shall be fully responsible to the City for the acts and omissions of its Subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

Section 13. Payment of Employees, Subcontractors & Suppliers. The Contractor shall be solely and exclusively responsible for compensating any of the Contractor's employees, subcontractors, materialmen and/or suppliers of any type or nature whatsoever and for insuring that no claims or liens of any type arising out of or incidental to the performance of any services performed pursuant to this Agreement are filed, or attempted to be filed, against any property owned by the City. In the event a statutory notice of claim or attempted lien is sent to the City, the Contractor shall, where no payment bond covers the work, upon written notice from the City, immediately obtain a bond at its expense and hold the City harmless from any losses that may result from the filing or enforcement of any said claim or lien notice. In the event that the Contractor defaults in the provision of the bond, the City may withhold such funds as are necessary to assure the payment of such claim until litigation determines to whom payment shall be made.

Section 14. Payment of the Guaranteed Maximum Price By City. The City agrees to approve the payment of certain amounts for Work Costs, as set forth herein and as appropriate and supported by contract, documentation and progress of construction on the Work, to, or on behalf of, the Contractor, from the Work Account; provided however, the payments to be made hereunder shall not exceed Guaranteed Maximum Price. Payments under this Section 14 shall begin after the City has accepted the GMP Proposal and shall be made pursuant to procedure set forth in this section. The City agrees to approve the payment of the following Work Costs from the Work Account:

(a) Progress Payments. Payments to the Contractor of Work Costs from the Work Account for all Work, profits, costs, expenses and construction, shall be paid as progress payments during construction. All such progress payments for equipment and materials shall be based on such equipment and materials delivered and on-site (or off-site so long as such materials are stored in a bonded warehouse), actual subcontractor charges, and payments for all other Work Costs shall be based upon the percentage of the work completed. The Contractor shall, except for retainage withheld (if any) as provided in the Subcontracts, promptly pay its Subcontractors and providers of services, materials and equipment. The City Representative or the Architect may require proof of payment by the Contractor, any Subcontractor or materialman, and waivers/releases of liens from the Contractor and Subcontractors prior to any progress payment to the Contractor.

(b) Payment Requisition Certificate. Disbursements of Work Costs from the Work Account to pay construction costs shall be made to the Contractor upon receipt of a Payment Requisition Certificate prepared by the Contractor and certified by the Architect, the Subcontractors, if any, and the City Representative. The form of the Payment Requisition Certificate is attached as Exhibit "C". To assure timely submission of the Payment Requisition Certificates during construction of the Work the Contractor shall submit to the Architect and the City Representative the itemized application for payment prepared in accordance with this Agreement and standard municipal construction practices, based on the percentage of work completed and materials delivered to the Work or stored off-site in a bonded warehouse, less the amount of prior payments.

(i) The Contractor shall submit applications for payment on or before the 10th day of each month. Such applications, in the form attached as Exhibit "C", will be submitted to the City Representative for approval or modification. Attached documentation shall include a statement showing as completely as practicable the total value of the actual work performed by the Contractor and accepted by the City up to and including the last day of the preceding month. The statement shall also include the value of all materials not previously submitted for payment which have been delivered to the site but have not yet been incorporated into the work.

(ii) The Architect shall review each Payment Requisition Certificate and certify it for payment, as appropriate, prior to it being submitted to the City Representative. The Architect may refuse to certify payment in whole or in part either on its own or because of the Contractor's or City's failure to concur therewith, provided that such certification shall not be unreasonably withheld. If agreement is not reached as to a

revised amount to be certified for payment, payment shall be issued for the undisputed amount. Architect's approval of a Payment Requisition Certificate, or part thereof, shall be a representation that such payment request and amount is reasonable and not inconsistent with the work completed.

(iii) The City Representative may require additional review and approval of any Payment Requisition Certificate by the Architect and/or the Governing Body, prior to approval and payment by the City. Upon certification by the City, such application shall be paid to the Contractor.

(iv) Contractor's application for payment and execution of a Payment Requisition Certificate shall constitute a warranty by the Contractor that all work for which Payment Requisition Certificates have been previously issued and payment received is free and clear of all liens, claims, security interests or encumbrances of any kind of the Contractor, any contractor or subcontractor, or other persons or entities providing labor, materials and/or equipment relating to the Work, and, further, constitutes a warranty that all sums received pursuant to the application will be applied so as to assure that no liens, security interests or encumbrances attach to the work which the application covers.

(c) Payment. On or before the 30th calendar day following the Architect's receipt of a Payment Requisition Certificate meeting the requirements of this Agreement, the City shall pay to the Contractor the approved amount of the progress payment based on the Contractor's applications for payment up to the Guaranteed Maximum Price, the terms of this Agreement, the recommendation of the Architect and the approval of the City Representative. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage of work completed by the Contractor and accepted by the City, but in each case less the aggregate of payments previously made and less amounts the City Representative shall determine and the City may withhold in accordance with this Agreement. Upon Final Completion and acceptance of the work in accordance with this Agreement, the City shall pay the remainder of the Work Cost up to the Guaranteed Maximum Price, less any sums withheld under other terms of this Agreement. Any withheld sums shall be paid with the first progress payment approved after satisfactory resolution of the issues resulting in the withholding. Interest shall accrue on overdue payments in accordance with the provisions of Sections 2251.021, *et seq.* of the Texas Government Code.

(d) Machinery and Equipment. The Contractor shall procure, or cause the Subcontractors to procure all machinery, equipment and fixtures incident, useful or necessary to the use and function of the Work as a fire station; e.g. electrical, air conditioning, heating, and plumbing. Such machinery, equipment and fixtures shall be new (not previously used) and delivered prior to final acceptance of the Work. On or before final acceptance, Contractor shall prepare and deliver to the City a property inventory listing for each such item delivered, which shall consist of the use and care manuals, warranty documents, and as-built drawings for such property. All such machinery, equipment and fixtures shall fully comply with the Plans and Specifications.

(e) Retainage. From each approved statement, the City shall retain until final payment, five percent (5%). The City may also retain from each approved statement any other sums authorized under the terms of this Agreement.

(f) Contractor Not to Obligate City. The Contractor shall have the sole obligation to pay any and all charges or fees and give all notices necessary to and incidental to the lawful prosecution of the work hereunder. The Contractor shall not--and shall have no authority whatsoever--to obligate the City to make any payments to another party nor make any promises or representation of any nature on behalf of the City, without the specific written approval of the City.

(g) Suspension of Payments. The City, at any time, may suspend monthly progress payments on the work if it determines that the projected liquidated damages may exceed retainage. The City, at any time, may suspend monthly progress payments if it believes that the Contractor will not complete the work due to actual default or that the Contractor has represented or done some act that indicates that it will not complete the work in accordance with this Agreement or within the time period submitted in its bid.

(h) Unit Prices. The Architect will determine the actual quantities and classifications of Unit Price Work performed by Contractor, and will review with the Contractor preliminary determinations on such matters before rendering a written decision thereon. Architect's written decisions thereon will be final and binding upon City and Contractor, unless, within ten days after the date of any such decision, either City or Contractor delivers to the other party to the Agreement and to Architect written notice of intention to appeal from such a decision.

(i) Withhold Funds. Regardless of any bond, the City may, on account of subsequently discovered evidence and in addition to the retainage withheld under Section 14(e), withhold funds or nullify all or part of any acceptance or certificate to such extent as may be necessary to protect itself from loss on account of any of the following:

(i.) Defective work.
(ii.) Claims filed or reasonable evidence indicating probable filing of claims.
(iii.) Failure of the Contractor to make prompt payments to subcontractors for labor or material or materialmen.
(iv.) Claims filed or reasonable evidence indicating damage to another by the Contractor.
(v.) Claims filed or reasonable evidence indicating damage to third parties, including adjacent property owners.
(vi.) Claims filed or reasonable evidence indicating unremedied damage to property owned by the City.
(vii.) City's determination of an amount of liquidated damages.
(viii.) Charges made for repairs to the Contractor's defective work or repairs made by the City to correct damage to other property.
(ix.) Other amounts authorized under this Agreement.

(j) Approval by Contractor. The Contractor shall approve and sign all Payment Requisition Certificates submitted for approval and payment as provided hereinabove.

Section 15. Change Order Work Charges. (a) Change Order Approval. No changes shall be made, nor will bills for changes, alterations, modifications, deviations, extra orders and Change Order Work be recognized or paid for except upon the written change order from authorized personnel of the City and provided that funds have been appropriated for such payment.

(b) Limits on Change Orders. "Change Order Work", as defined in Section 1 and authorized through written change orders, and pursuant to Section 252.048(d) of the Texas Local Government Code, the original contract price may not be increased by more than twenty-five percent (25%). Written change orders that do not exceed twenty-five percent (25%) of the original Contract Amount may be made or approved by the City Manager or his delegate if the total of the change order(s), in the aggregate, is less than Fifty Thousand Dollars ($50,000.00). Changes in excess of Fifty Thousand Dollars ($50,000.00) must be approved by the City Council prior to commencement of the services or work. Any requests by the Contractor for a change to the Contract Amount shall be made prior to the beginning of the work covered by the proposed change or the right to payment for Change Order Work shall be waived.

(c) Request Required. Any requests by the Contractor for a change to the Work Costs shall be made prior to the beginning of the work covered by the proposed change or the right to payment for the work shall be waived.

(d) Completion of Work and Change Order Work. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Contractor shall complete all Change Order Work in connection therewith. All work and materials shall be in strict conformity with the Plans and Specifications and the Contract Documents. The Substantial Completion of the work shall not excuse the Contractor from performing all the work undertaken, whether of a minor or major nature, and thereby completing the Work in accordance with the Contract Documents. In the event that the Contractor fails to perform the work as required for Substantial Completion or Final Completion, the City may contract with a third party to complete the work and the Contractor shall assume and pay the costs of the performance of the work as contracted.

Section 16. Substantial Completion. (a) Notice of Substantial Completion. The Contractor shall notify City's Representative when, in the Contractor's opinion, the contract is Substantially Completed. Within ten (10) calendar days after the Contractor has given City's Representative written notice that the work has been Substantially Completed, City's Representative shall inspect the work for the preparation of a final punch list.

(i.) If City's Representative and the City find that the work is not Substantially Completed, then they shall so notify the Contractor who shall then complete the work. City's Representative shall not be required to provide a list of unfinished work.

(ii.) If the Architect, the City Representative and City find that the work is Substantially Completed, the City shall issue to the Contractor its certificate of Substantial Completion.

(b) No Delay After Substantial Completion. The Substantial Completion of the work shall not excuse the Contractor from performing all of the work undertaken in a timely manner, whether of a minor or major nature, and thereby completing the Work in accordance with the Contract Documents.

Section 17. Final Completion.(a) Notice of Final Completion. Contractor shall notify the City's Representative when it believes that the work has reached Final Completion as defined in Section 1 and shall deliver to the City an executed Final Affidavit of Bills Paid, in the form attached hereto as Exhibit "D". If the City's Representative and the City accept and deem such work Finally Complete, then Contractor shall be so notified and certificates of completion and acceptance, as provided herein, shall be issued. A complete itemized statement of this Agreement account, certified by the City's Representative as correct, shall then be prepared and delivered to Contractor. Contractor or City, as the case may be, shall pay the balance due as reflected by said statement within ten (10) calendar days, less any retainage, which shall be held for a period of forty-five (45) calendar days after Final Completion. At the expiration of the forty-five (45) calendar day period, City shall release any unclaimed retainage.

(b) Required Certifications. The Contractor shall procure all required certificates of acceptance or completions issued by state, municipal, or other authorities and submit the same to the City. The City may withhold any payments due under this Agreement until the necessary certificates are procured and delivered.

(c) Workmanship. Neither the final payment nor any acceptance nor certificate nor any provision of this Agreement shall relieve the Contractor of any responsibility for faulty workmanship or materials. At the option of the City, the Contractor shall remedy any defects and pay for any damage to other work that may appear after final acceptance of the work.

Section 18. Delays. (a) Discretionary Delay By the City. The City may, in its sole discretion, by written notice delay the work during inclement weather in order to preserve the Work, insure safety of work forces, and the preservation of materials and equipment. Only in such event and upon a written request from the Contractor, the City may grant an extension of time to offset for such stoppage of the work.

(b) Change Order for City Delay. In the event of delays resulting from changes ordered in the work by the City or other delays caused by the City or for the City's convenience, Contractor may apply to the City for an increase in the time permitted for completion of the work and/or recovery of incidental damages resulting from increased storage costs or other costs necessary to protect the value of the work. In no event shall any consequential or other damages be allowed or any other charges or claims be made by the Contractor for hindrances or delays resulting from any other cause.

Section 19. Extensions of Time. The Contractor has submitted its GMP Proposal in full recognition of the time required for the completion of this Work, taking into consideration all factors including, but not limited to the average climatic range and industrial conditions. The Contractor may request an extension of time for either Substantial Completion or Final Completion when the work has been delayed by one or more of the following:

(a) an act or neglect of the City, the City Representative, employees of the City, or other contractors employed by the City;
(b) by changes ordered in the work, or reductions thereto approved in writing;
(c) by "rain days" (days with rainfall in excess of one-tenth of an inch) during the term of this Agreement that exceed the average number of rain days for such term for this locality; or
(d) by other causes that the City and the Contractor agree may reasonably justify delay and that were beyond the Contractor's reasonable control and ability to estimate, predict, or avoid, such as delays caused by unforeseen labor disputes, fire, natural disasters, acts of war, and other rare and unpredictable events. This term does not include normal delays incident to the delivery of materials, tools, or labor that reasonably could have been predicted and/or accounted for in the Contractor's GMP Proposal or decision to bid.

If one or more of the foregoing conditions is present, the Contractor may apply in writing for an extension of time, submitting therewith all written justification as may be required by the Architect. Within ten (10) calendar days after receipt of a written request for an extension of time, which is supported by all requested documentation, the City shall, in writing and in its sole discretion, grant or deny the request.

Section 20. Charges For Injury or Repair. (a) Damages to the Work. The Contractor shall be liable for any damages incurred or repairs made necessary by reason of its work and/or caused by the Contractor, its employees, agents, officers, representatives, subcontractors and materials suppliers it. Repairs of any kind required by the City will be made and charged to the Contractor by the City.

(b) Protect the Work. The Contractor shall take the necessary precautions to protect any areas adjacent to its work.

(c) Work Includes All Repairs. The work specified consists of all work, materials, and labor required by the City to repair any damage to the property of the City, including but not limited to structures, roadways, curbs, parking areas, and sidewalks.

Section 21. Insurance. (a) Property and Casualty. The Contractor shall provide and maintain builder's risk insurance at all times prior to completion of the Work and, in the event of any casualty prior to the completion of the Work, the proceeds of such insurance shall be used by the Contractor to repair or replace the damaged portion of the Work. Upon completion and final acceptance of the Work the City shall obtain, provide and maintain, or cause to be so provided, such

liability and other insurance as determined appropriate by the Governing Body.

(b) Subcontractors. The Contractor shall require all Subcontractors to obtain, maintain, and keep in force insurance coverage in accordance with accepted industry standards during the time they are engaged hereunder. All Subcontractors shall be required to show proof of worker's compensation insurance coverage. The Contractor shall obtain, maintain and keep in force a general liability insurance policy which shall name the City as an additional insured.

(c) Minimum Contractor Insurance. The Contractor shall also carry the following insurance in at least the following limits:

Coverages	Limits of Liability
(i) Workmen's Compensation	Statutory
(ii) Employers' Liability	$500,000.00
(iii) Comprehensive General Liability	$1,000,000.00 each occurrence
	$1,000,000.00 in the aggregate
(iv) Comprehensive Automobile Liabilitiy	(Any auto, hired auto, non-owned auto)
a. Bodily Injury Liability	$1,000,000.00 each person
	$1,000,000.00 each occurrence
b. Property Damage Liability	$1,000,000.00 each occurrence
(v) Owner’s and Contractor’s Protective	$1,000,000.00
(vi) Builder’s Risk	full value of contract
(vii) Excess Umbrella Liability	$2,000,000.00 each occurrence

(d) General Requirements Applicable to All Policies. The City of Leander must be named on the required insurance policies, with the exception of Worker’s Compensation and Employer’s Liability, as an Additional Insured. Only Insurance Carriers licensed and admitted or eligible to do business in the State of Texas will be accepted. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior unconditional, unqualified written notice by certified mail, return receipt requested, has been given to the City of Leander. All Certificates of Insurance and endorsements shall be furnished to the City’s Representative at the time of execution of this Agreement, attached hereto as Exhibit "E", and approved by the City before work commences. Contractor shall provide the City with a full and complete copy of any insurance policy promptly upon request by the City and without charge to the City.

Section 22. Default. In the event of a default by any Party hereto the non-defaulting Party shall be entitled to such remedies for the default as they may be entitled to at law or in equity, after providing written notice of default by certified mail, return receipt requested, and reasonable opportunity to cure such default.

Section 23. Term. Upon its execution and delivery this Agreement shall be and become in full force and effect as of the Effective Date, and shall continue in full force and effect through final

acceptance of the Work and payment in full to the Contractor of the lower of the Work Costs or the Guaranteed Maximum Price, unless earlier terminated as provided herein. The Contractor shall obtain substantial completion of the Work within the time set forth in the GMP Proposal approved by the City, such time to begin within ten calendar days after issuance of the Notice to Proceed, and final approval and acceptance of the Work by the City within thirty days after Substantial Completion. The work embraced by this Agreement shall be commenced on the date specified in the notice to proceed. Said notice to proceed shall be in writing.

Section 24. Liquidated Damages. If the Contractor should neglect, fail, or refuse to either substantially complete, or finally complete and obtain City acceptance of the Work, within the time herein specified, or any proper extension granted by the Governing Body, then the Contractor does agree as part of the consideration for the awarding of this Agreement that the City may permanently withhold from the Contractor's total compensation the sum of up to Five Hundred and no/100 DOLLARS ($500.00) for each and every calendar day that the Contractor is in default after the time stipulated for Substantial Completion and up to Two Hundred and no/100 DOLLARS ($200) per day for Final Completion, not as a penalty but as liquidated damages for the breach of this Agreement. It is specifically understood that liquidated damages may be imposed for any failure to meet either or both of the deadlines for Substantial Completion or Final Completion. The Contractor and the City waive claims against each other for consequential damages arising out of or relating to this contract.

Section 25. Tax Exempt Status. The City shall provide the Contractor with all necessary certificates (exemption, resale or otherwise) for sales tax exemption, and shall cooperate with the Contractor in such regard. The Parties agree, based on the City's exempt status under *§151.309, Texas Tax Code*, that this Agreement and the Subcontracts are separated contracts with separately stated prices and invoices for (i) materials to be incorporated into the Work and (ii) skill, labor and services for the development of the Work as specified in the Work Costs Schedule annexed hereto.

Section 26. Warranty. (a) <u>One Year Warranty</u>. The Contractor shall warranty all Work whether performed by the Contractor or a Subcontractor. The Contractor may require Subcontractors provide a warranty or bond to the Contractor. Upon issuance of a certificate of Final Completion, the Contractor warrants for a period of one (1) year as follows:

> The Contractor warrants that all materials provided to the City under this Agreement shall be new unless otherwise approved in advance by City's Representative and that all work will be of good quality, free from faults and defects, and in conformance with this Agreement, the other Contract Documents, and recognized industry standards.

(b) <u>Defective Work</u>. All work not conforming to these requirements, including but not limited to unapproved substitutions, may be considered defective.

(c) <u>Rights Not Waived</u>. This warranty is in addition to any rights or warranties expressed or implied by law and in addition to any consumer protection claims arising from misrepresentations

by the Contractor.

(d) Greater Warranty Term. Where more than a one (1) year warranty is specified for individual products, work, or materials, the longer warranty shall govern.

(e) Warranty Covered by Bonds. This warranty obligation shall be covered by any performance or payment bonds tendered in compliance with this Agreement. The Final Completion and acceptance of the Work shall be subject to this Section and the one year warranty. Excluding abandonment or default by the Contractor prior to Final Completion, the statute of limitations provided in *Sec. 2253.078, Tex. Gov't. Code*, shall not begin to run until the expiration of the one year warranty period.

(f) Defective Work Discovered During Warranty Period. If any of the work is found or determined to be either defective, including obvious defects, or otherwise not in accordance with this Agreement within one (1) year after the date of the issuance of a certificate of Final Completion of the work or a designated portion thereof, whichever is longer, or within one (1) year after acceptance by the City of designated equipment, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by this Agreement, the Contractor shall promptly correct the defective work at no cost to the City.

(g) Warranty Work. After receipt of written notice from the City to begin corrective work, the Contractor shall promptly begin the corrective work. The obligation to correct any defective work shall survive the termination of this Agreement. The guarantee to correct the defective work shall not constitute the exclusive remedy of City, nor shall other remedies be limited to the terms of either the warranty or the guarantee.

(h) Notice to Surety. If within ten (10) calendar days after the City has notified the Contractor of a defect, failure, or abnormality in the work, the Contractor has not started to make the necessary corrections or adjustments, the City may is hereby authorized to make the corrections or adjustments, notify the surety, or to order the work to be done by a third party. The cost of the work shall be paid by the Contractor.

(i) Cost of Warranty Work. The cost of all materials, parts, labor, transportation, supervision, special instruments, and supplies required for the replacement or repair of parts and for correction of defects shall be paid by the Contractor or by the surety.

(j) Warranty of Repair Work. The guarantee shall be extended to cover all repairs and replacements furnished, and the term of the guarantee for each repair or replacement shall be one (1) year after the installation or completion. The one (1) year warranty shall cover all work, equipment, and materials that are part of the Work, whether or not a warranty is specified in the individual section of the Contract Documents that prescribe that particular aspect of the work.

Section 27. Surety; Abandonment or Termination. (a) Completing Work. If the Contractor has abandoned the Project or the City has terminated the Agreement for cause and the Surety, after

notice demanding completion is sent, fails to commence the completion of the work in a timely manner and compliance with this Agreement, then the City at its option may provide for completion of the work in either of the following manners:

(i.) The City may employ such force of men and use of instruments, machinery, equipment, tools, materials, and supplies as said the City may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials, and supplies to said the Contractor, and the expense so charged shall be deducted and paid by the City out of such monies as may be due or that may thereafter at any time become due to the Contractor and Surety.

(ii.) The City may, after notice published as required by law, accept sealed bids and let this Agreement for the completion of the work under substantially the same terms and conditions that are provided in this Agreement. In case of any increase in cost to the City under the new agreement as compared to what would have been the cost under this Agreement, such increase shall be charged to the Contractor and the surety shall be and remain bound therefore. However, should the cost to complete such new agreement prove to be less than that which would have been the cost to complete the work under this Agreement, the Contractor shall be credited therewith after all deductions are made in accordance with this Agreement.

(iii.) In addition to, or in lieu of, either of the foregoing options the City may take any other action permitted by law, or pursue any and all remedies available at law or in equity against the Contractor and/or the Surety.

(b) Release. In the event the account shows that the cost to complete the work is less than that which would have been the cost to City had the work been completed by the Contractor under the terms of this Agreement, or when the Contractor shall pay the balance shown to be due by them to the City, then all machinery, equipment, tools, materials, or supplies left on the site of the work shall be turned over to the Contractor.

(c) Reservation of Rights Under Bonds. If a performance and a payment bond has been provided for this Agreement, such bonds shall be and remain in full force and effect as provided by law and the City may act to enforce or require performance by the Surety. If the Contractor abandons the work, is terminated for cause, or fails to comply with the warranty during the warranty period, and the Surety does not agree to promptly proceed to complete the work, no term, provision or condition of this Agreement, no action by the City to protect the work, or the City's investment in the work, or to complete the work, or to obtain any remedy against the Contractor, shall be or constitute a waiver of any right or cause of action under the bonds.

Section 28. Compliance With Law. (a) Materials. The Contractor's work and materials shall comply with all state and federal laws, municipal ordinances, regulations, and directions of inspectors appointed by proper authorities having jurisdiction.

(b) Codes, Rules and Regulations. The Contractor shall perform and require all subcontractors to perform the work in accordance with applicable laws, codes, ordinances, and

regulations of the State of Texas and the United States and in compliance with OSHA and other laws as they apply to its employees. In the event any of the conditions of the specifications violate the code for any industry, then such code conditions shall prevail. It is understood that the Architect of record is responsible for Building Code compliance of the plans and specifications. The Contractor will review the plans and specifications and will point out issues that it becomes aware of for the Architect and Owner's action.

(c) Erosion Control. The Contractor shall follow all applicable state and federal laws, municipal ordinances, and guidelines concerning soil erosion and sediment control throughout the Work and warranty term.

Section 29. Safety Precautions. (a) Contractor Responsibility. Safety precautions at the site are a part of the construction techniques and processes for which the Contractor shall be solely responsible. The Contractor is solely responsible for handling and use of hazardous materials or waste, and informing employees of any such hazardous materials or waste. The Contractor shall provide copies of all hazardous materials and waste data sheets to the Leander Fire Department. The Contractor shall, at minimum, comply with all laws, rules and regulations, and recognized and accepted industry practices, applicable to safety precautions, notices and warnings.

(b) Notices and Warnings. The Contractor has the sole obligation to protect or warn any individual of potential hazards created by the performance of the work set forth herein. The Contractor shall, at its own expense, take such precautionary measures for the protection of persons, property, and the work as may be necessary.

(c) Damages. The Contractor shall be held responsible for all damages to property, personal injuries and/or death due to failure of safety devices of any type or nature that may be required to protect or warn any individual of potential hazards created by the performance of the work set forth herein; and when any property damage is incurred, the damaged portion shall immediately be replaced or compensated for by the Contractor at its own cost and expense. It is specifically provided however that nothing in this Section shall be construed or interpreted as waiving any legal defense available to the Contractor, or creating any additional causes of action or additional rights on behalf of any third party.

Section 30. Limited Liability. Save and except to the extent of funds on deposit and available in the Work Account, the City shall not be liable for the amounts payable hereunder or under other contracts entered into to achieve the acquisition and construction of the Work. The City's responsibility shall be limited to approving the Plans and Specifications, providing general oversight for the Work by communication with the Contractor, and acting in a timely manner to consent to and approve Payment Requisition Certificates as appropriate and justified for the release of funds from the Work Account.

Section 31. Indemnity. (a) General. Contractor shall indemnify the City for its liability, including that arising from the City's concurrent negligence. To the fullest extent permitted by law, the Contractor agrees to and shall indemnify, hold harmless, and defend the City, its officers, agents,

and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, except liability excluded by Section 31(c) of this Agreement, including all expenses of litigation, court costs, and attorney's fees for injury to or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with the work done by the Contractor under this Contract, provided that any such claim, loss, damage, cause of action, suit, or liability is caused in whole or in part by an act or omission of the Contractor, any subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish work on the Work. This indemnity shall apply regardless of whether such injuries, death, damages, or breach are caused in part by the negligence or omission of the City, any other party indemnified hereunder, the Contractor, or a third party.

(b) Specific Instances. The indemnifications contained in Section 31 shall include but not be limited to the following specific instances:

(i) In the event the City is damaged due to the act, omission, mistake, fault, or default of the Contractor, then the Contractor shall indemnify and hold harmless and defend the City for such damage.

(ii) The Contractor shall indemnify and hold harmless and defend the City from any claims for payment for goods or services brought by any material suppliers, mechanics, laborers, or other subcontractors.

(iii) The Contractor shall indemnify and hold harmless and defend the City from any and all injuries to or claims of adjacent property owners caused by the Contractor, its agents, employees, and representatives.

(iv) The Contractor shall also be responsible for the removal of all related debris.

(v) The Contractor shall also be responsible for subcontractors hired by it.

(vi) The Contractor shall indemnify, hold harmless, and defend the City from any liability caused by the Contractor's failure to comply with applicable federal, state, or local regulations, that touch upon or concern the maintenance of a safe and protected working environment and the safe use and operation of machinery and equipment in that working environment, no matter where fault or responsibility lies.

(c) Limitation of Indemnity to Architect. The obligations of the Contractor under this Section 31 shall NOT require the Contractor to indemnify or hold harmless a registered architect, licensed engineer or an agent, servant, or employee of a registered architect or licensed engineer from liability for damage that: (i) is caused by or results from: (A) defects in plans, designs, or specifications prepared, approved, or used by the architect or engineer; or (B) negligence of the architect or engineer in the rendition or conduct of professional duties called for or arising out of this Agreement and the plans, designs, or specifications that are a part of this Contract; or (ii) that arises or results from, or is caused by, actions or a failure to act by any person other than the Contractor or the employees, agents, officers, subcontractors, or materials suppliers of the Contractor.

Section 32. Release. The Contractor assumes full responsibility for the work to be performed hereunder, and hereby releases, relinquishes, and discharges the City, its officers, agents, attorneys, and employees from all claims, demands, and causes of action of every kind and character,

including the cost of defense thereof, for any injury to or death of any person (whether employees of either party or other third parties) and any loss of or damage to any property (whether property of either of the parties hereto, their employees, or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance, and in the event of injury, death, property damage, or loss suffered by the Contractor, any subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish work on the Work, this release shall apply regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City.

Section 33. Abandonment. (a) Notice to Surety. In case the Contractor should abandon or fail or refuse to resume work after written notification or if the Contractor fails to comply with the orders of City's Representative when such orders are consistent with this Agreement, and the City Representative declares the work to be abandoned, then the surety on the bond shall be notified in writing and directed to complete the work, and a copy of said notice shall be delivered to the Contractor.

(b) Notice of Abandonment. After receiving notice of abandonment, the Contractor shall not remove from the work any machinery, equipment, tools, materials, or supplies then on the job; but the same may be held for use on the work by the City or the surety of the Contractor, or any other Contractor, in completion of the work. The Contractor shall not receive any rental or credit therefor (except when used in connection with extra work where credit shall be allowed as provided in this Agreement). If the use of such equipment and materials will ultimately reduce the cost to complete the work, that reduction shall be reflected in the final settlement.

(c) Deemed Abandonment. The Work may, in the sole discretion of the City, be deemed abandoned, if, after commencement of the Work, the Contractor fails to have workmen on the site for ten (10) consecutive days. Any days that the City Representative determines should not be a work day solely because of weather conditions shall not be counted as days. The work shall not be deemed to be abandoned until the first to occur of the following: written notice of abandonment is given by the Contractor to the City; the City gives the Contractor written notice that the Contractor has, pursuant to the terms of this Agreement, abandoned the work; or, if applicable, the City receives written notice that the Contractor has filed for bankruptcy.

Section 34. Breach of Contract & Damages. (a) Breach. The City shall have the right to declare the Contractor in breach of this Agreement for cause when the City determines that this Agreement is not being performed according to its understanding of the intent and meaning of this Agreement. Such breach shall not in any way invalidate, abrogate, or terminate the Contractor's obligations under this Agreement.

(b) Cure and Remedy. Without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City upon giving the Contractor five (5) calendar days prior written notice shall be entitled to damages for breach of

contract, upon but not limited to the following occurrences:

(i.) If the Contractor shall fail to remedy any default, or if such default cannot be promptly cured to commence curing such default and pursue such cure in a prompt and timely manner, after written notice thereof from City's Representative, as City's Representative shall direct; or

(ii.) If the Contractor shall fail to comply with the terms and provisions of this Agreement for any reason, other than the failure by City's Representative to make payments called upon when due; or

(iii.) If the Contractor commits a substantial default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

Section 35. Termination for Cause. Without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City upon giving the Contractor five (5) calendar days prior written notice shall be entitled to terminate this Agreement in its entirety at any time for any of the following:

(a) Insolvency. If the Contractor becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors; or

(b) Receivership. If a receiver, trustee, or liquidator of any of the property or income of the Contractor shall be appointed; or

(c) Failure to Prosecute Work. If the Contractor shall fail to prosecute the work or any part thereof with diligence necessary to insure its progress and completion as prescribed by the time schedules; or

(d) Failure to Cure. If the Contractor shall fail to remedy any default within ten (10) calendar days after written notice thereof from City's Representative, or if such default cannot be remedied within that time the Contractor fails to commence cure and to pursue and obtain cure in a prompt and timely fashion, as City's Representative shall direct; or

(e) Continuing Failure to Comply. If the Contractor shall after notice fail to comply with the requirements of this Agreement on a continuing or repeated basis for any reason, other than the failure by City's Representative to make payments called upon when due; or

(f) Substantial Default. If the Contractor commits a substantial default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

Section 36. Termination for Convenience. (a) Notice of Termination. The performance of the Preconstruction Services Phase or the Construction Phase may be terminated at any time or, from time to time, in whole or in part, by the City for its convenience. Any such termination shall be effected by delivery to the Contractor of a written notice (notice of termination) specifying the

extent to which performance of the Preconstruction Services and/or the Construction Phase are terminated, and the date upon which termination becomes effective.

(b) Payment of Incurred Costs. In the event of termination for convenience, the Contractor shall only be paid its reimbursable costs incurred prior to the effective date of the termination notice and shall not be entitled to receive any further payments not previously earned by the Contractor hereunder except as provided in Section 36 (c) below, and shall be further subject to any claim the City may have against the Contractor under other provisions of this Agreement or as a matter of law, including the refund of any overpayment of reimbursable costs and/or fee paid.

(c) Overhead and Profit. It is recognized that a portion of the Contractor's overhead, set-up, mobilization and profits will be recovered in each progress payment. In the event of termination for convenience and a resolution of the amount, if any, due the Contractor under 36 (b) above to cover the actual expenses and remaining actual liability (excluding costs referred to in Section 36 (d) below) incurred by the Contractor under this Agreement, the Contractor shall be paid an amount to cover overhead, lost profits, set-up and move in costs, equal to three percent (3%) of the total agreed value of the work remaining to be completed upon issuance of the notice of termination; provided that the Work is at least fifty percent (50%) complete. The Contractor shall execute and deliver to the City a full and complete release upon payment of such amount.

(d) Subcontractors and Materials Suppliers. The Contractor shall contract with its subcontractors and materials suppliers in a manner to give effect to this Section 36 and the right of the City to terminate for convenience without any liability to such subcontractors or materials suppliers.

Section 37. Right to Complete. If this Agreement is terminated for cause or due to breach of contract, the City shall have the right but shall not be obligated to complete the Work itself or by others; and to this end, the City shall be entitled to take possession of and use such equipment and materials as may be on the job site, and to exercise all rights, options, and privileges of the Contractor under its subcontracts, purchase orders, or otherwise; and the Contractor shall promptly assign such rights, options, and privileges to City. If the City elects to complete the work itself or by others, pursuant to the foregoing, then the Contractor will reimburse City's Representative for all costs incurred by the City (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting work by the Contractor that fails to meet any requirement of this Agreement or the other Contract Documents.

Section 38. Close Out After For Cause Termination. In the event of termination for cause, the Contractor shall only be paid its reimbursable costs incurred prior to the effective date of the termination notice, less costs and damages to the City, and shall not be entitled to receive any further payments hereunder, and shall be further subject to any claim the City may have against the Contractor under other provisions of this Agreement or as a matter of law, including the refund of any overpayment of reimbursable costs and/or fees paid. Costs incurred after the effective date of the notice of termination shall not be treated as reimbursable costs unless they relate to carrying out

the unterminated portion or taking closeout measures.

Section 39. Other Terms. (a) Assignment. This Agreement and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of the City.

(b) Invalidity. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

(c) Appropriations. Notwithstanding any provision contained herein, the financial obligations of the City contained herein shall be paid from current funds budgeted and appropriated for such purpose. In no event shall this instrument be construed to be a debt of the City.

(d) Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given when sent by first-class mail, postage prepaid, addressed to:

Contractor
American Consctructors, Inc.
4330 Gaines Ranch Loop, Suite 230
Austin, TX 78735
512-328-2026
ATTN: Marty Burger, Vice President

City of Leander, Texas
Attention: City Manager
P.O. Box 319
Leander, TX 78646-0319

(e) No Joint Venture, Agency, Joint Enterprise. This Agreement shall not be construed to establish a partnership, joint venture, agency, or joint enterprise, express or implied, nor any employer-employee or borrowed servant relationship by and among the Parties hereto. Nor shall this Agreement be construed to create or grant rights, contractual or otherwise, to any other person or entity not a party to this contract. Each party shall remain solely responsible for the proper direction of its employees and an employee of one shall not be deemed an employee or borrowed servant of the other for any reason.

(f) No Third Party Beneficiaries. Nothing herein shall ever be construed to confer upon any third person any rights, benefits or remedies, contractual or otherwise, as a third party

beneficiary by reason of this Agreement.

(g) Governmental Immunity. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either the City or its officers and employees. Neither the City, nor its officers and employees waive, modify or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

(h) Equal Employment Opportunity. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(i) Entire Agreement. It is understood 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. No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations hereunder.

(j) Amendment. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

(k) Arbitration. In the event of a dispute and upon the mutual written consent of both parties, the parties may agree to arbitration without waiving any of their other rights hereunder.

(l) Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas, and shall be deemed payable and performable in Williamson County, Texas. Venue shall lie in a court of competent jurisdiction in Williamson County, Texas.

(m) Waiver. Failure of any party, at any time, to enforce a provision of this Agreement shall in no way constitute a waiver of that provision nor in any way affect the validity of this Agreement, any part hereof, or the right of the City thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

(n) Severability. If any term or provision of any this Agreement shall be determined to be illegal or unenforceable all other terms and provisions of this Agreement shall nevertheless

remain effective and shall be enforced to the fullest extent permitted by applicable law. This Agreement may be separately executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to constitute one and the same Agreement.

Executed on this the ___ day of _____ 20__, and in full force and effect as of the date above first written.

City of Leander, Texas

By: _____
Name: Christopher Fielder, Mayor

Attest:

By: _____
Name: _____, City Secretary
[Seal]

American Constructors, Inc.
a Texas corporation

By: _____
Name: Marty A. Burger, VP

Attest:

By: _____
Name:
Title:

EXHIBIT "A"
ADDENDUM TO
CONSTRUCTION MANAGER AT RISK AGREEMENT
FOR FIRE STATION #4
CITY OF LEANDER, TEXAS

This Addendum to the Construction Manager at Risk Agreement for Fire Station #4 (the "Addendum") is made and entered into as of the ___ day of _____, 20____ (the "Effective Date") by and between the **CITY OF LEANDER, TEXAS**, a Texas home rule municipal corporation (the "City"), and **_____,** a Texas corporation (the "Contractor"). The City and the Contractor are sometimes referred to herein as the "Parties."

Recitals

Whereas, on or about _____, 20___, the City and Contractor executed the Construction Manager at Risk Agreement for Fire Station #4 (the "Agreement");

Whereas, pursuant to the Agreement, Contractor has submitted to the City a Guaranteed Maximum Price proposal (the "GMP Proposal");

Whereas, the City wishes to accept the GMP Proposal;

NOW, THEREFORE, in consideration of the mutual promises contained herein along with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the parties hereto agree as follows:

Section 1. Guaranteed Maximum Price. Contractor hereby agrees to commence and complete the following Work: **Fire Station #4,** as more particularly defined by and in compliance with the Agreement, the Plans and Specifications, and the Contract Documents. The City agrees to pay Contractor for the satisfactory performance of the Work an amount not to exceed _____ *(amount expressed in numerals)* (_____), *(amount expressed in words)*, the **Guaranteed Maximum Price,** the total amount of Work Costs, unless the Government Body first appropriates additional funds required for the change order, authorizes the change order, and the change order is executed in the form approved by the Governing Body.

Section 2. Time for Completion. Contractor hereby agrees to commence Work within ten (10) calendar days following the date contained in the Notice to Proceed issued by the City, and Contractor hereby agrees to substantially complete same within _____ calendar days after the date contained in the Notice to Proceed. Final Completion shall be within forty-five (45) days of Substantial Completion.

Section 3. Payment and Performance Bonds. (a) The Contractor shall provide or cause to be provided a Performance Bond and a Payment Bond, pursuant to CHAPTER 2253, TEX. GOV'T CODE,

each in the amount of the Guaranteed Maximum Price (the "P&P Bonds") within ten calendar days following the City's acceptance of the GMP Proposal. The P&P Bonds shall name the City as beneficiary and be issued by a surety or sureties licensed to do business in the State of Texas and acceptable to the City, and shall otherwise comply with applicable terms of the Agreement. The P&P Bonds shall be submitted to the City prior to commencement of the Work.

(b) Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the City, and on the City's form. If any bond is for more than 10 percent of the surety's capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized, accredited, or trusteed to do business in the State. A reinsurer may not reinsure for more than 10 percent of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Contractor shall within thirty (30) days after such loss furnish a replacement bond at no added cost to the Owner.

(c) Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embossed seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

(d) Each bond with a penal sum in excess of $100,000 shall be executed by a corporate surety or sureties listed on the then-current version of U.S. Treasury Department circular 570 and which hold a certificate of authority from the U.S. Secretary of the Treasury as a surety, or obtain reinsurance from a reinsurer authorized as a reinsurer in Texas and which is listed on the then-current U.S. Treasury Department circular 570 and holds a certificate of authority from the U.S. Secretary of the Treasury as a surety or reinsurer.

Section 4. Contract Documents. [This Section is reserved to identify additional documents that will be included in the definition of Contract Documents and their priority.]

Section 5. General Provisions. (a) Definition. The definitions set forth in the Agreement shall apply herein.

(b) Amendment of Agreement and Addendum. The Agreement and Addendum may be amended at any time by mutual written consent of the City and the Contractor. This Addendum shall expire and terminate as provided in the Agreement. The terms of this Addendum are in addition to and not in lieu of any term of the Agreement.

(c) Effective Date. This Addendum shall be effective upon the complete execution hereof by all Parties.

(d) Texas Law Governs. This Addendum and the Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Williamson County, Texas. Venue shall lie exclusively in Williamson County, Texas.

IN WITNESS WHEREOF, both parties have caused this Addendum to be signed in their respective corporate names by duly authorized representatives, and the parties hereby bind themselves, their successors and assigns for the faithful and full performance of the terms and provisions hereof.

EXECUTED on the latest date of the signatories indicated below.

City of Leander, Texas

By: _____
_____, Mayor

_____, Contractor

By: _____
Name:_____
Title: _____

ATTEST:

By: _____
_____, City Secretary

EXHIBIT "B"
PREVAILING WAGE RATES

EXHIBIT "C"
PROGRESS PAYMENT REQUISITION CERTIFICATE
FOR THE CONSTRUCTION PHASE – FIRE STATION #4

TO: **City of Leander, Texas**
% _____, City Representative ("Owner")

FROM: _____ ("Contractor")

SUBJECT: Construction Manager at Risk Agreement for Fire Station #4 dated as of the ___ day of _____ 20____, between _____, a Texas corporation (the "Contractor") and the City of Leander, Texas, a Texas home rule city (the "Agreement"), for the construction management for Fire Station #4 as described in the Agreement (the "Work").

Capitalized words not defined herein shall have the meaning given in the Agreement.

This represents Requisition Certificate No. ___ in the total amount of $_____ for payment of those Costs of the Work detailed in the attached documentation and payment instructions. *The documentation attached shows as completely as practicable the total value of the actual work performed by the Contractor and accepted by the City up to and including the last day of the preceding month. The documentation also includes the value of all equipment and materials not previously submitted for payment which have been delivered to the site or stored off-site pursuant to the Agreement, but have not yet been incorporated into the work. The Contractor's architect/engineer, by its signature below, represents that the documentation accurately shows the percentage of the Work completed.*

(Attach AIA Document G703 Continuation Sheet for Schedule of Values)

The undersigned Contractor certifies that:

1. All of the costs and expenditures for which moneys are requested hereby represent proper Costs of the Work, have not been included in a previous Progress Payment Requisition Certificate and such Costs of the Work are properly owing and payable based on the percentage of the Work completed.

2. The moneys requested hereby are not greater than those necessary to meet obligations due and payable for fees, funds or expenses actually expended for Costs of the Work, and are properly payable as a progress payment based on the percentage of the Work completed. The moneys requested do not include moneys that are not due and payable based on the progress and percentage of completion of the Work.

3. After payment of moneys hereby requested, there will remain available a sufficient amount of the Guaranteed Maximum Price and Work Costs, as defined in the Agreement, to complete the construction of the Work.

4. All work for which Payment Requisition Certificates have been previously issued and payment

EXHIBIT "C"
PROGRESS PAYMENT REQUISITION CERTIFICATE
FOR THE CONSTRUCTION PHASE

received is free and clear of any liens, claims, security interests or encumbrances of any kind, and all sums received pursuant to this application will be applied so as to assure that no liens, security interest or encumbrances attach to the work to which this application applies.

5. All subcontractors, labor, equipment and materials suppliers for the Work have been paid.

The undersigned Contractor and its representatives represent and agree that the above statements are, to the best of their knowledge are true and correct.

EXECUTED this _____ day of _____, 20__.

[Contractor]

By: _____
Name:
Title:

Reviewed and recommended for payment pursuant to the terms of the Agreement:

By: _____
Name:
Title: Architect

Approved for payment this the _____ day of _____ 20__.

City of Leander

By: _____
Name: _____
Title: City Representative

EXHIBIT "D"

Final Affidavit of Bills Paid

TO: **City of Leander, Texas**
% _____, City Representative ("Owner")

FROM: _____ ("Contractor")

SUBJECT: _____ (*insert name of project/work*)

Capitalized words not defined herein shall have the meaning given in the Agreement.

The undersigned Contractor certifies that:

1. The Project/Work is Finally Complete in accordance with the Agreement and I request that the City accept the Project/Work as Finally Complete.

2. All bills for labor, materials, and incidentals submitted by subcontractors, materialmen or third parties and included in any prior application for payment have been paid in full.

3. The Project/Work is free and clear of any liens, claims, security interests or encumbrances of any kind.

4. Any claims from manufacturers, materialmen, and subcontractors have been released, and there are no claims pending related to the Project/Work of which the Contractor has been notified.

EXECUTED this _____ day of _____, 200__.

[Contractor]

By: _____
Name:
Title:

THE STATE OF TEXAS **§**

COUNTY OF _____ **§**

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, Contractor herein, known to me to be the

person whose name is subscribed to the foregoing instrument, and acknowledged that [s]he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of 200__.

(SEAL)

_____

Notary Public-State of Texas

EXHIBIT "E"
CERTIFICATES OF INSURANCE

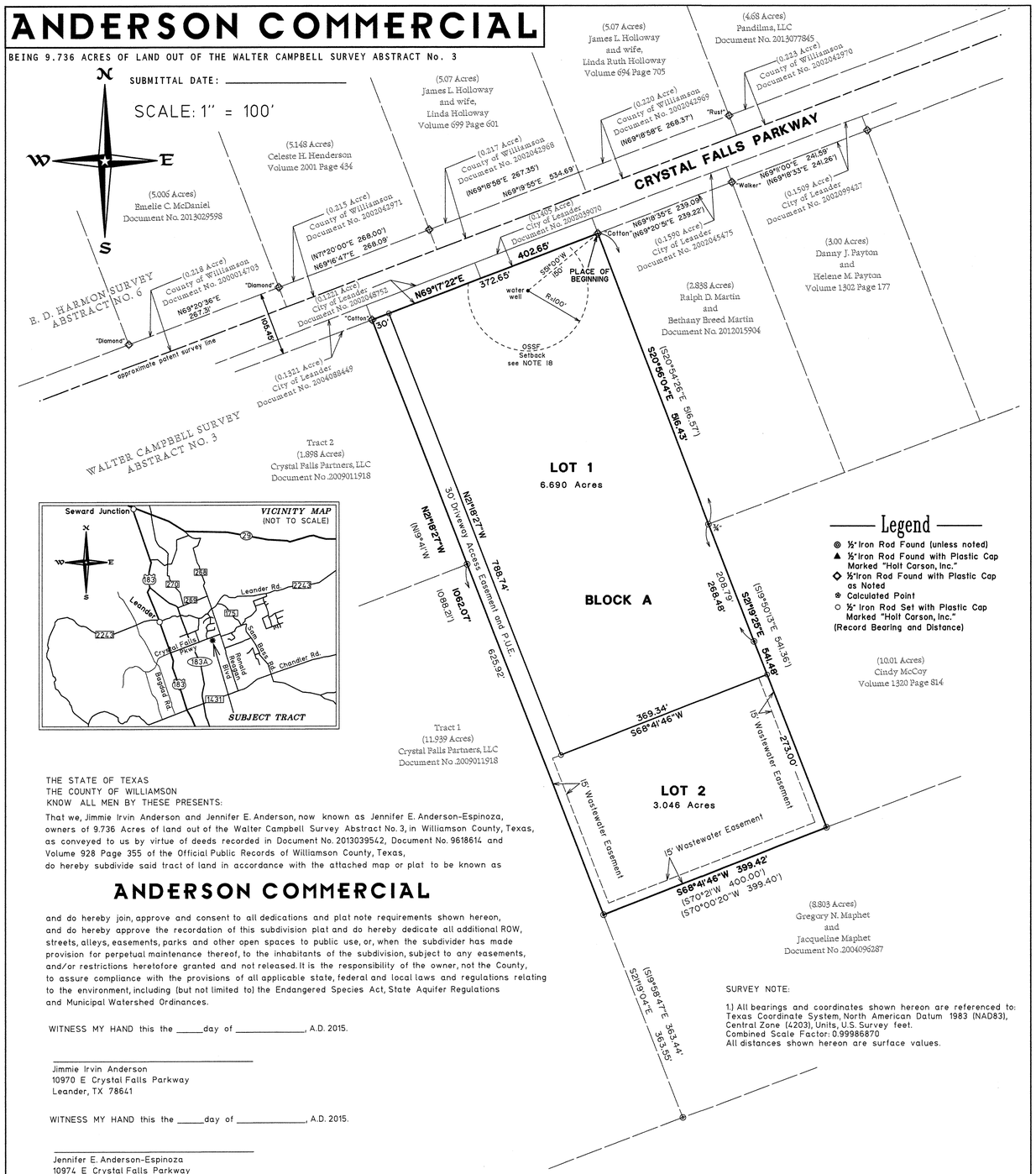
EXHIBIT F
Description of the Land

ANDERSON COMMERCIAL

BEING 9.736 ACRES OF LAND OUT OF THE WALTER CAMPBELL SURVEY ABSTRACT No. 3

SUBMITTAL DATE: _____

SCALE: 1" = 100'



Legend

- ◉ ½"Iron Rod Found (unless noted)
- ▲ ½"Iron Rod Found with Plastic Cap Marked "Holt Carson, Inc."
- ◇ ½"Iron Rod Found with Plastic Cap as Noted
- ⊛ Calculated Point
- ○ ½" Iron Rod Set with Plastic Cap Marked "Holt Carson, Inc." (Record Bearing and Distance)

THE STATE OF TEXAS
THE COUNTY OF WILLIAMSON
KNOW ALL MEN BY THESE PRESENTS:

That we, Jimmie Irvin Anderson and Jennifer E. Anderson, now known as Jennifer E. Anderson-Espinoza, owners of 9.736 Acres of land out of the Walter Campbell Survey Abstract No. 3, in Williamson County, Texas, as conveyed to us by virtue of deeds recorded in Document No. 2013039542, Document No. 9618614 and Volume 928 Page 355 of the Official Public Records of Williamson County, Texas, do hereby subdivide said tract of land in accordance with the attached map or plat to be known as

ANDERSON COMMERCIAL

and do hereby join, approve and consent to all dedications and plat note requirements shown hereon, and do hereby approve the recordation of this subdivision plat and do hereby dedicate all additional ROW, streets, alleys, easements, parks and other open spaces to public use, or, when the subdivider has made provision for perpetual maintenance thereof, to the inhabitants of the subdivision, subject to any easements, and/or restrictions heretofore granted and not released. It is the responsibility of the owner, not the County, to assure compliance with the provisions of all applicable state, federal and local laws and regulations relating to the environment, including (but not limited to) the Endangered Species Act, State Aquifer Regulations and Municipal Watershed Ordinances.

WITNESS MY HAND this the _____day of _____, A.D. 2015.

_____
Jimmie Irvin Anderson
10970 E Crystal Falls Parkway
Leander, TX 78641

WITNESS MY HAND this the _____day of _____, A.D. 2015.

_____
Jennifer E. Anderson-Espinoza
10974 E Crystal Falls Parkway
Leander, TX 78641

THE STATE OF TEXAS
THE COUNTY OF WILLIAMSON

I, the undersigned authority, on this the _____ day of_____, A.D., 2015. did personally appear Jimmie Irvin Anderson, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and he acknowledged before me that he executed the same for the purposes and considerations therein expressed.

NOTARY PUBLIC _____
Printed Name _____
Commission Expires _____

SURVEY NOTE:

1.) All bearings and coordinates shown hereon are referenced to: Texas Coordinate System, North American Datum 1983 (NAD83), Central Zone (4203), Units, U.S. Survey feet.
Combined Scale Factor: 0.99986870
All distances shown hereon are surface values.

THE STATE OF TEXAS
THE COUNTY OF WILLIAMSON

I, the undersigned authority, on this the _____ day of_____, A.D., 2015. did personally appear Jennifer E. Anderson-Espinoza, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and she acknowledged before me that she executed the same for the purposes and considerations therein expressed.

NOTARY PUBLIC _____
Printed Name _____
Commission Expires _____

ANDERSON COMMERCIAL

BEING 9.736 ACRES OF LAND OUT OF THE WALTER CAMPBELL SURVEY ABSTRACT No. 3

METES AND BOUNDS DESCRIPTION

FIELD NOTE DESCRIPTION OF 9.736 ACRES OF LAND OUT OF THE WALTER CAMPBELL SURVEY No. 3 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF THAT CERTAIN (10.0 ACRE) TRACT OF LAND AS CONVEYED TO JIMMIE I. ANDERSON BY DEED RECORDED IN DOCUMENT No. 2013039542 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND FURTHER DESCRIBED IN VOLUME 647 PAGE 636 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, LESS THOSE PORTIONS CONVEYED TO THE CITY OF LEANDER BY SPECIAL WARRANTY DEEDS RECORDED IN DOCUMENT No. 2002039070 AND DOCUMENT No. 2002048752 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a capped iron rod found (marked "Cotton") in the present South right-of-way line of Crystal Falls Parkway and in the East line of that certain (10.0 acre) tract of land as described in Volume 647 Page 636 of the Deed Records of Williamson County, Texas, for the Northwest corner of that certain (2.838 acre) tract of land as conveyed to Ralph D. Martin and Bethany Breed Martin by General Warranty Deed recorded in Document No. 2012015904 of the Official Public Records of Williamson County, Texas, and for the Southeast corner of that certain (0.1405 acre) tract of land as conveyed to the City of Leander by Special Warranty Deed recorded in Document No. 2002039070 of the Official Public Records of Williamson County, Texas, and for the Southwest corner of that certain (0.1590 acre) tract of land as conveyed to the City of Leander by deed recorded in Document No. 2002045475 of the Official Public Records of Williamson County, Texas, and being the Northeast corner and PLACE OF BEGINNING of the herein described tract of land;

THENCE leaving the present South right-of-way line of Crystal Falls Parkway with the West line of said Martin (2.838 acre) tract, S 20 deg. 56' 04" E 516.43 ft. to a 3/4" iron rod found for the Southwest corner of said Martin (2.838 acre) tract and for the Northwest corner of that certain (10.01 acre) tract of land as conveyed to Cindy McCoy by Warranty Deed recorded in Volume 1320 Page 814 of the Official Records of Williamson County, Texas;

THENCE with the West line of said McCoy (10.01 acre) tract, S 21 deg. 19' 25" E at 208.79 ft. passing a 1/2" iron rod found, and continuing with the same bearing for a total distance of 541.48 ft. to a 1/2" iron rod found in the North line of that certain (8.803 acre) tract of land as conveyed to Gregory N. Maphet and Jacqueline Maphet by General Warranty Deed recorded in Document No. 2004096287 of the Official Public Records of Williamson County, Texas, for the Southeast corner of said Anderson (10.0 acre) tract and being the Southeast corner of this tract;

THENCE with the common line of said Anderson (10.0 acre) tract and said Maphet (8.803 acre) tract, S 68 deg. 41' 46" W 399.42 ft. to a 1/2" iron rod found in the East line of that certain (11.939 acre) tract of land as conveyed to Crystal Falls Partners, LLC by Special Warranty Deed recorded in Document No. 2009011918 of the Official Public Records of Williamson County, Texas, for the Northwest corner of said Maphet (8.803 acre) tract and for the Southwest corner of said Anderson (10.0 acre) tract and being the Southwest corner of this tract, and from which a 1/2" iron rod found for the Southwest corner of said Maphet (8.803 acre) tract and for the Southeast corner of said Crystal Falls Partners (11.939 acre) tract bears S 21 deg. 19' 04" E 363.55 ft.;

THENCE with the West line of said Anderson (10.0 acre) tract, N 21 deg. 18' 27" W at 625.92 ft. ft. passing a 1/2" iron rod found for the Northeast corner of said Crystal Falls Partners (11.939 acre) tract and for the Southeast corner of that certain (1.898 acre) tract of land as conveyed to Crystal Falls Partners, LLC by said deed recorded in Document No. 2009011918 of the Official Public Records of Williamson County, Texas, and continuing with the same bearing for a total distance of 1062.07 ft. to a capped iron rod found (marked "Cotton") in the present South right-of-way line of Crystal Falls Parkway for the Northeast corner of said Crystal Falls Partners (0.1898 acre) tract for the Southeast corner of that certain (0.1321 acre) tract of land as conveyed to the City of Leander by Special Warranty Deed recorded in Document No. 2004088449 of the Official Public Records of Williamson County, Texas, and for the Southwest corner of that certain (0.1221 acre) tract of land as conveyed to the City of Leander by Special Warranty Deed recorded in Document No. 2002048752 of the Official Public Records of Williamson County, Texas, and being the Northwest corner of this tract;

THENCE crossing through the interior of said Anderson (10.0 acre) tract with the present South right-of-way line of Crystal Falls Parkway, N 69 deg. 17' 22" E 402.65 ft. to the PLACE OF BEGINNING, containing 9.736 acres of land.

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

I do hereby certify that the engineering work being submitted herein complies with all provisions of the Texas Engineering Practice Act, including Section 131.152 (e). I hereby acknowledge that any misrepresentation regarding this certification constitutes a violation of the Act, and may result in criminal, civil and/or administrative penalties against me as authorized by the Act.
NO portion of this tract is within the Zone AE (areas determined to be within the 100 year flood plain) according to the Federal Emergency Management Agency Flood Insurance Administration FIRM Panel No. 48491C 0460 E, dated September 26, 2008. I further certify that this tract is not located in the Edwards Aquifer Recharge Zone.

Kurt M. Prossner, P.E. No. 58191
PROSSNER AND ASSOCIATES, INC.
13377 Pond Springs Road
Austin, Texas 78729
(512) 918-3343

STATE OF TEXAS
KURT M. PROSSNER
58191
LICENSED
PROFESSIONAL ENGINEER

3/3/15
Date

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE SURVEY AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS BLUE LINE (SURVEY) COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT (WCCHD) AND WILLIAMSON COUNTY DISCLAIM ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS BLUE LINE (SURVEY) AND THE DOCUMENTS ASSOCIATED WITH IT.

_____ _____
DEBORAH L. MARLOW, RS, OS 0029596 DATE
ASSISTANT DEPUTY DIRECTOR
ENVIRONMENTAL HEALTH SERVICES, WCCHD

Plat notes:

1.) Construction plans and specifications for all subdivision improvements shall be reviewed and approved by the City of Leander prior to any construction within the subdivision.

2.) All subdivision construction shall conform to the City of Leander Code of Ordinances, construction standards, and generally accepted engineering practices.

3.) On-site storm water detention facilities will be provided to reduce post-development peak rates of discharge of the 2, 10, 25 and 100-yr, storm events.

4.) The owner of this subdivison and his or her successors and assigns, assumes responsibility for plans for construction of subdivision improvements which comply with applicable codes and requirements of the City of Leander. The owner understands and acknowledges that plat vacation or replatting may be required at the owner's sole expense. If plans to construct this subdivision do not comply with such codes and requirements.

5.) Lots in this subdivision shall be served by on-site water well and on-site septic systems. However, these lots shall be allowed to connect to the future City of Leander water distribution and wastewater collection facilities.

6.) This site is located within the Edwards Aquifer Contributing Zone. Development of this site will comply with all applicable TCEQ Edwards Aquifer rules

7.) Site development construction plans shall be reviewed and approved by the City of Leander prior to any construction.

8.) Wastewater and Water systems shall conform to TCEQ (Texas Commission on Environmental Quality) and State Board of Insurance requirements. The owner understands and acknowledges that plat vacation or re-platting may be required, at the owner's sole expense, if plans to develop this subdivision do not comply with such codes and requirements.

9.) No objects, including but not limited to, buildings, fences or landscaping, shall be permitted within any drainage easements shown hereon, except as approved by the City of Leander Public Works Department.

10.) Property owner and his/her assigns shall provide for access to drainage easements as may be necessary and shall not prohibit access by the City of Leander.

11.) All easements on private property shall be maintained by the property owner or his/her assigns.

12.) Community impact fees for individual lots to be paid prior to issuance of any building permits.

13.) Developer shall be responsible for all relocation and modifications to existing utilities.

14.) No portion of this subdivision is within a special flood hazard area according to the Federal Emergency Management Agency Flood Insurance Rate Map Panel No. 48491C 0460E, dated September 26, 2008.

15.) Temporary and permanent easements to be provided as required for off-site water, wastewater and drainage improvements.

16.) No driveway shall be constructed closer than 50-feet to the edge of pavement on an intersecting or collector street.

17.) Building setbacks not shown hereon shall comply with the most current zoning ordinance of the City of Leander.

18.) At the time that the lots in this subdivision are connected to the City of Leander water distribution and wastewater collection facilites, the OSSF Setback indicated hereon will no longer be in effect.

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

I, Holt Carson, am authorized under the laws of the State of Texas to practice the profession of surveying and hereby certify that this plat was prepared from an actual and accurate on-the-ground survey of the land shown hereon, that the survey was completed in accordance with the minimum standards of practice established by the Texas Board of Professional Land Surveying , that the corner monuments shown hereon were properly placed under my direction and supervision in accordance with the subdivision regulations of the City of Leander, Texas, and Williamson County, Texas.

3-03-2015
Date

Holt Carson Registered Professional Land Surveyor No. 5166
HOLT CARSON INCORPORATED
1904 Fortview Road Austin, Texas 78704
(512)-442-0990

STATE OF TEXAS
HOLT CARSON
5166
REGISTERED
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

APPROVED THIS THE _____ DAY OF _____, 20_____ A.D. AT A PUBLIC MEETING OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF LEANDER, TEXAS AND AUTHORIZED TO BE FILED FOR RECORD BY THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

_____ _____
J. JEFF SEILER, CHAIR ELLEN PIZALATE, SECRETARY
PLANNING AND ZONING COMMISSION PLANNING AND ZONING COMMISSION
CITY OF LEANDER, TEXAS CITY OF LEANDER, TEXAS

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

I, NANCY E. RISTER, CLERK OF COUNTY COURT, WITH AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, AND ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20_____, A.D. AT_____ O'Clock _____.M., AND WAS DULY RECORDED ON THIS THE _____ DAY OF _____, 20_____, A.D. AT _____ O'Clock _____.M., PLAT RECORDS OF SAID COUNTY AND STATE IN CABINET_____, SLIDES_____.
WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE LAST DATE WRITTEN ABOVE.

BY:_____
NANCY E. RISTER
CLERK, COUNTY COURT
WILLIAMSON COUNTY, TEXAS

AGENDA ITEM # 11

Executive Summary

July 16, 2015

Agenda Subject: A Resolution of the City of Leander, Texas Granting Consent to the Annexation and Exclusion of Land by Leander Municipal Utility Districts No. 1, 2, and 3.

Background: The City Council consented to the creation of Leander MUDs 1, 2 and 3 on December 30, 2008. Section 2.01(b) of the consent agreement allows the developer to determine the boundaries of the 3 MUDs within the overall property. The developer has identified a need to modify the internal boundaries of the MUDs. This resolution gives the City's consent to those modifications.

Origination: Applicant

Recommendation: Staff recommends approval.

Attachments:

1. Resolution
2. Map exhibit

Prepared by: Tom Yantis, AICP
Assistant City Manager

7/7/2015

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF LEANDER, TEXAS GRANTING CONSENT TO THE ANNEXATION AND EXCLUSION OF LAND BY LEANDER MUNICIPAL UTILITY DISTRICTS NO. 1, 2 AND 3

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS THAT:

PART 1. The City Council makes the following findings in relation to the adoption of this Resolution:

(1) The City has previously consented to the creation of Leander Municipal Utility Districts No. 1, 2 and 3 (collectively, the "*Districts*") by Resolution No. 09-004-00 dated February 5, 2009 (the "*Consent Resolution*"); the City and Howard Barkley Wedemeyer (the "*Developer*") have entered into a written "Agreement Regarding Consent to Creation of Municipal Utility Districts and Development of the Wedemeyer Ranch" dated effective as of December 30, 2008 (the "*Development Agreement*"); and the Districts have been created by order of the Texas Commission on Environmental Quality and have joined in and executed the Development Agreement.

(2) The Development Agreement provides that the Developer may determine the boundaries of each of the Districts in his sole discretion, provided that the Districts only cover portions of the property covered by the Development Agreement that is intended for single-or two family development and related infrastructure to serve that development.

(3) The Developer and the Districts desire to adjust the boundaries between the Districts substantially as shown on the attached **Exhibit A** in order to avoid having portions of lots located within multiple districts and have requested that the City confirm its consent to the annexations and exclusions of land necessary to effect such boundary adjustments and the City wishes to do so.

PART 2. The City hereby consents to the boundary adjustments between the Districts and agrees that the Districts may annex and exclude land currently located within their respective boundaries in order to effect the adjustment of boundaries described above. No further action on the part of the City will be required to evidence its consent to the Districts' inclusion, annexation or exclusion of portions of the land currently located within the boundaries of the Districts, but the City agrees to provide additional confirmation of its consent if requested to do so by the Developer or any such District.

PASSED AND APPROVED on the ____ day of _____, 2015.

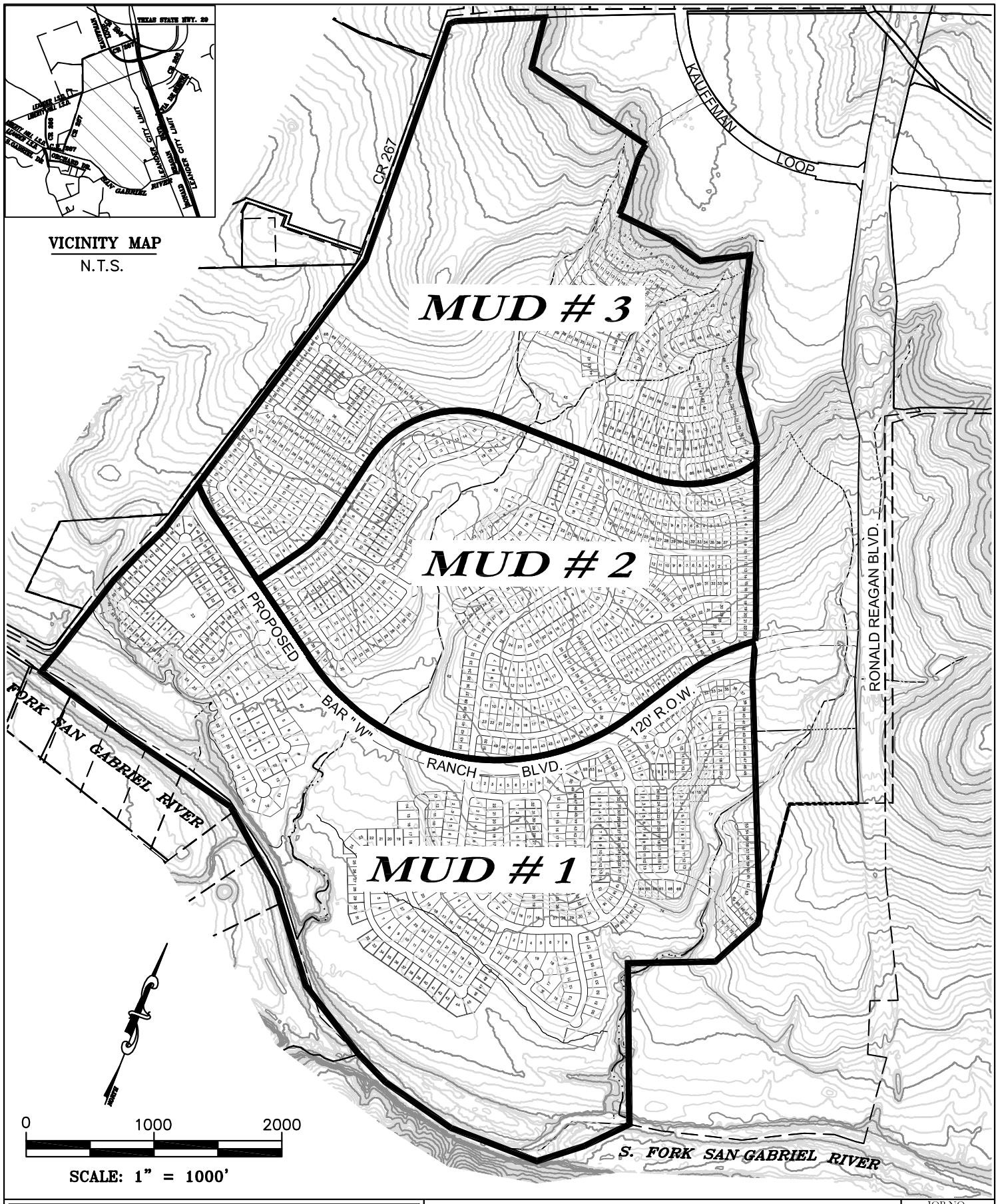
City of Leander, Texas

_____
Christopher Fielder, Mayor

ATTEST:

_____
Debbie Haile, City Secretary

(SEAL)



Carlson, Brigance & Doering, Inc.
FIRM ID #F3791

Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

BAR "W" RANCH

LEANDER MUD DISTRICTS

BY: CJP

DATE: JULY 2015

JOB NO. 4750

EXHIBIT 1 of 1

AGENDA ITEM # 12

Executive Summary

July 16, 2015

Agenda Subject: Consider action on renaming a portion of Quarry Ridge to Quarry Loop, generally located to the southwest of the intersection of Crystal Falls Pkwy and First View, Leander, Williamson and Travis Counties, TX.

Background: The preliminary plat for the Fairways at Crystal Falls, Section 4 identifies the loop roadway with two separate street names. The northern portion of the roadway is labeled as Quarry Loop and the southern portion is labeled as Quarry Ridge. This roadway is classified as a loop and the name should not change where the roadway curves. This proposal is to change the name to be consistent with the City's naming convention for streets.

Origination: City of Leander Planning Department

Financial Consideration: None

Recommendation: Staff recommends approval of the street name change.

Attachments:
1. Ordinance
2. Exhibit A

Prepared By: Tom Yantis, AICP
Assistant City Manager 07/07/2015

ORDINANCE _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, RENAMING A PORTION OF QUARRY RIDGE TO QUARRY LOOP; AND PROVIDING A FOR RELATED MATTERS.

WHEREAS, two portions, or "stub-outs", of Quarry Ridge Road, a private street, were platted as part of The Fairways at Crystal Falls II, Phase 1;

WHEREAS, the remainder of the private street will be platted as part of The Fairways at Crystal Falls, Section 4, Phase 2A (the "Plat") and the developer desires to name the street Quarry Loop;

WHEREAS, the City of Leander, Texas, a Texas home rule municipality, (herein the "City") desires to rename portions of Quarry Ridge to Quarry Loop; and

WHEREAS, consistent street name designations provide for easier identification for City staff, citizens, and emergency services providers;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS, THAT:

Section 1. **Findings.** The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. **Name Change**. The portions of Quarry Ridge extending from First View to Quarry Loop shown on the Plat are hereby renamed to Quarry Loop as shown in Exhibit "A". The City Manager is hereby directed to take such actions as are reasonably necessary to ensure signs are posted reflecting the new name, to ensure emergency response personnel are notified, to modify the official maps of the City to reflect the name change and to ensure that all departments of the City requiring changes in addressing are duly notified and provided the necessary information to effectuate the change.

Section 3. **Effective Date**. This Ordinance shall be in force and effect from and after its passage on the date shown below.

PASSED AND APPROVED this the 16th day of July, 2015.

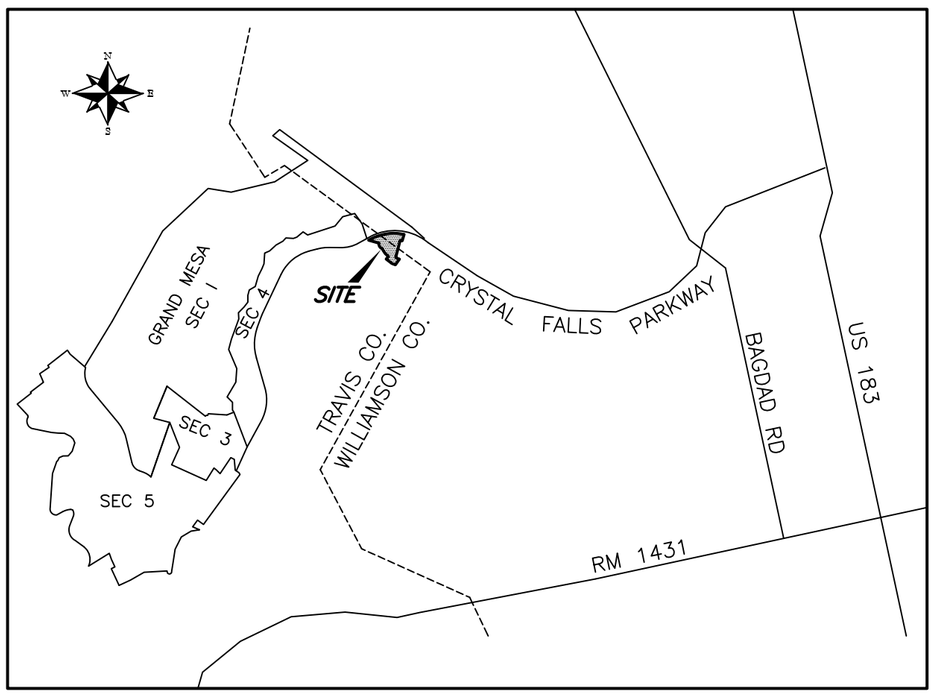
ATTEST: **THE CITY OF LEANDER, TEXAS**

_____ _____

Debbie Haile, City Secretary Christopher Fielder, Mayor

EXHIBIT “A”

FINAL PLAT OF
THE FAIRWAYS AT CRYSTAL FALLS
SECTION 4, PHASE 2A



LOCATION MAP
(NOT TO SCALE)

LEGEND:

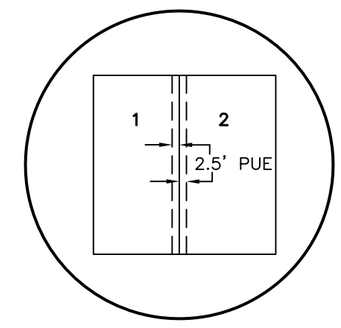
●	= 1/2" IRON ROD FOUND
●CAP	= IRON ROD WITH CAP FOUND
❀	= COTTON SPINDLE FOUND
○	= IRON ROD WITH G&R CAP SET
△	= MAG NAIL SET
Ⓜ	= BLOCK NAME
T.C.	= TRAVIS COUNTY
W.C.	= WILLIAMSON COUNTY
DE	= DRAINAGE EASEMENT
PUE	= PUBLIC UTILITY EASEMENT
PSE	= PUBLIC SAFETY EASEMENT
LS & PUE	= LANDSCAPE AND PUBLIC UTILITY EASEMENT
6549	= LOT AREA IN SQUARE FEET

N
W E
S

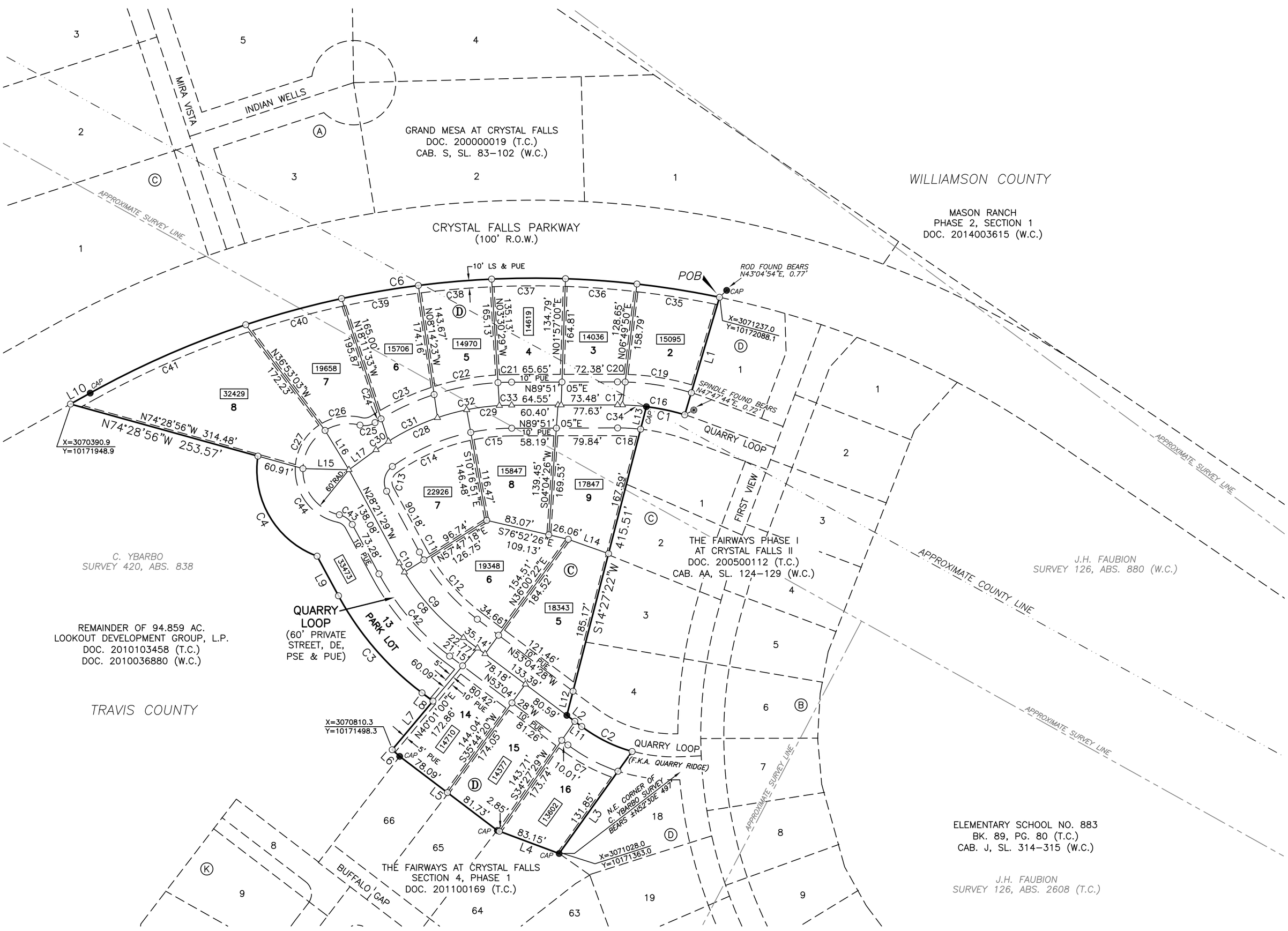
SCALE: 1"=100'

0 50 100 200 400

BEARING BASIS:TEXAS CENTRAL ZONE,
STATE PLANE COORDINATES (NAD 83)



TYPICAL EASEMENT DETAIL
(SIDE LOT LINES)
N.T.S.



OWNER AND DEVELOPER:
LOOKOUT DEVELOPMENT GROUP, L.P.
2370 RICE BOULEVARD, SUITE 200
HOUSTON, TEXAS 77005

SURVEYOR:
G&R SURVEYING, LLC
1805 OUIDA DRIVE
AUSTIN, TEXAS 78728

ENGINEER:
JAY ENGINEERING CO., INC.
P. O. BOX 1220
LEANDER, TEXAS 78646

SUBMITTAL DATE: APRIL 21, 2015
TOTAL AREA OF THIS PLAT: 6.818 ACRES
TOTAL NUMBER OF LOTS: 16
RESIDENTIAL: 15
NON–RESIDENTIAL: 1 (PARK LOT)

LINEAR FEET OF NEW STREETS
QUARRY LOOP (PRIVATE): 460'
QUARRY RIDGE (PRIVATE): 534'
TOTAL: 994'

G&R
SURVEYING, LLC
1805 OUIDA DR.
AUSTIN, TEXAS 78728
PHONE: (512) 267–7430
FAX: (512) 836–8385
FIRM NO. 10032000

L:\14168–FAIRWAYS @ CRYSTAL FALLS SECTION 4 PHASE 2\dwg\14168_GR–PLAT–4–2A.dwg 6/1/2015 10:56:00 AM CDT

AGENDA ITEM # 13

Executive Summary

July 16, 2015

Council Agenda Subject: Consideration and possible action on the Release and Termination of a Public Utility Easement within the Palmera Ridge development

Background: Palmera Ridge Tract located north of Hero Way and west of Ronald Reagan Boulevard

Origination: Wayne S. Watts, P.E., CFM, City Engineer

Financial Consideration: None

Recommendation: Staff requests approval of the Release and Termination of a Public Utility Easement within the Palmera Ridge development

Attachments: **(1)** Release and Termination of a Public Utility Easement and **(2)** the original easement

Prepared by: Wayne S. Watts, P.E.

After Recording, Please Return To:

John Bartram
Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701

RELEASE AND TERMINATION OF EASEMENT

THE STATE OF TEXAS §
§ KNOW ALL BY THESE PRESENTS THAT:
COUNTY OF WILLIAMSON §

WHEREAS, the City of Leander, Texas, a home rule municipality located in Williamson County, Texas (the "*City*"), is the owner and holder of the Public Utility Easement dated May 21, 1990 granted to the City by Kittie L. Huggins and recorded in Volume 1909, Page 272 of the Official Public Records of Williamson County, Texas (the "*Easement*");

WHEREAS, the City desires to **RELEASE AND TERMINATE** the Easement in its entirety; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the benefit of all present and future owners of the property encumbered by the Easement or any portion thereof, the City has **RELEASED AND TERMINATED** and, by these presents, does **RELEASE AND TERMINATE** the Easement in its entirety.

EXECUTED TO BE EFFECTIVE the ____ day of _____, 2015.

CITY OF LEANDER, TEXAS

By:_____
Name:_____
Title:_____

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ____ day of _____, 2015, by _____, _____ of the City of Leander, Texas, on behalf of same.

(seal) _____
Notary Public Signature

UNOFFICIAL DOCUMENT

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

17323

PUBLIC UTILITY EASEMENT

That the undersigned, hereinafter called Grantor, (whether one or more), of Williamson County, Texas, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration paid by the City of Leander, Texas, the receipt of which is hereby acknowledged, confessed and deemed to be sufficient, and for which no liens, express nor implied, are hereby retained, do hereby grant and convey unto the City of Leander, Williamson County, Texas, hereinafter called Grantee, its successors and assigns, a public utility easement for the installation, maintenance, repairing, replacement and removal of sewer, water and other utilities lines under, over and across the land described as follows:

(SEE EXHIBIT "A")

To have and to hold the said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said City of Leander, Texas, its successors and assigns forever.

EXECUTED this 21st day of May, 1990.

Kittie L. Huggins

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned, a Notary Public in and for said State of Texas, on this day personally appeared Kittie L. Huggins, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

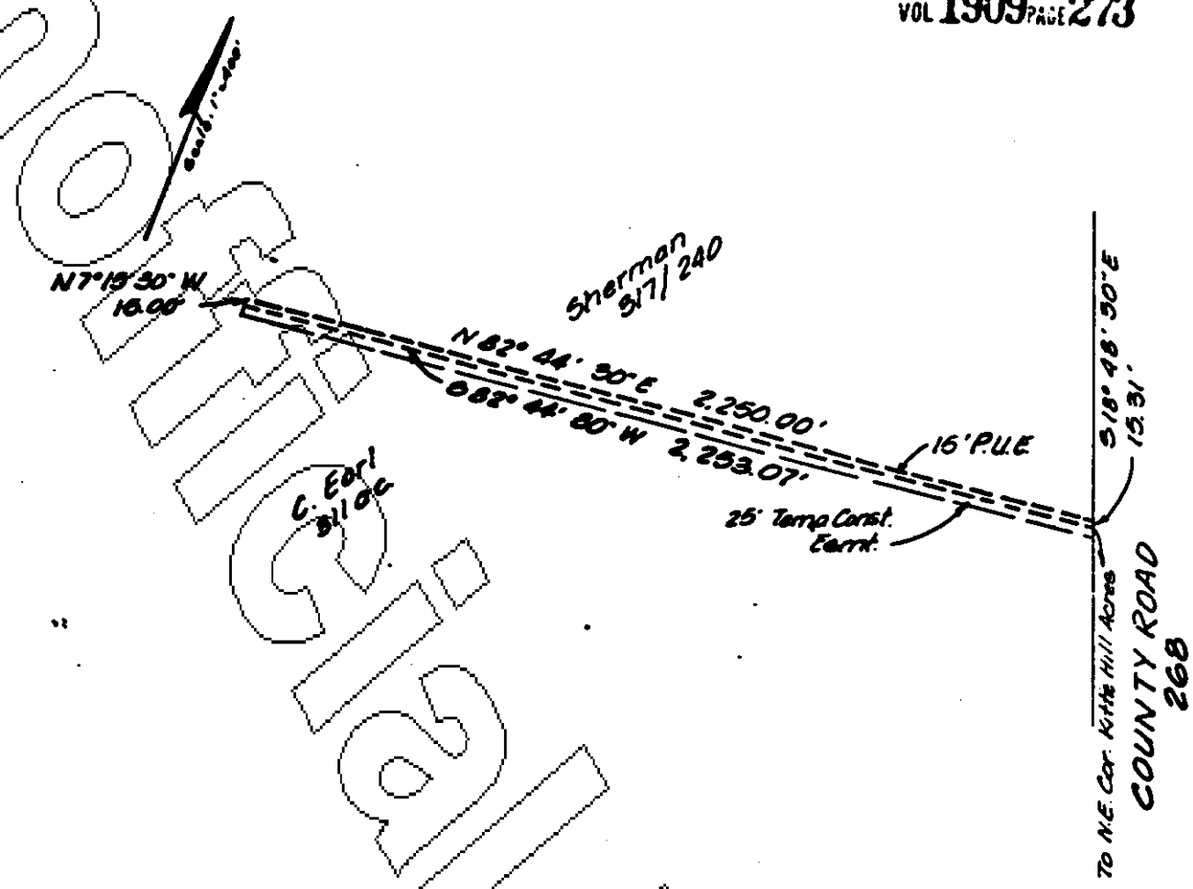
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21st day of May, 1990.

Gail Yantis

NOTARY PUBLIC IN THE STATE OF TEXAS

GAIL YANTIS
Notary Public, State of Texas
My Commission Expires
NOV. 13, 1992

OFFICIAL RECORDS
WILLIAMSON COUNTY, TEXAS



PERIMETER FIELD NOTES FOR PUBLIC UTILITY EASEMENT:

Kittie L. Huggins

BEING a 15-foot-wide strip of land situated in the Talbot Chambers Survey, Abstract No. 125 in Williamson County, Texas, and being a portion of that certain 311 acre tract as conveyed by deed to C. Earl Sherman as recorded in Volume 317, Page 240 of the Deed Records of Williamson County, Texas; said 15-foot-wide strip of land being more particularly described as follows:

BEGINNING at a point in the East line of the above-referenced 311 acre tract, said point also being in the West line of County Road 268, for the Southeast corner hereof; from said point the Northeast corner of Kittie Hill Acres, a subdivision of record in Cabinet F, Slides 45-46 of the Plat Records of Williamson County, Texas, bears S 18° 49" E, 452.24 feet and S 19° 02' E, 787.13 feet;

THENCE, S 82° 44' 30" W, 2,253.07 feet to a point for the Southwest corner hereof;

THENCE, N 7° 15' 30" W, 15.00 feet to a point for the Northwest corner hereof;

THENCE, N 82° 44' 30" E, 2,250.00 feet to a point in the East line of the said 311 acre tract and the West line of County Road 268, for the Northeast corner hereof;

THENCE, with the said East line of the 311 acre tract and the West line of County Road 268, S 18° 48' 30" E, 15.31 feet to the Place of BEGINNING and containing 0.78 of an acre of land.

NOTE: The above-referenced Sherman tract is also subject to a 25-foot-wide temporary construction easement along and 25 feet to the South of the entire South line of the above-described Public Utility Easement.

Unofficial Document

VOL 1909 PAGE 274

Unofficial Document

STATE OF TEXAS COUNTY OF WILLIAMSON
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Williamson County, Texas, as stamped hereon by me, on

JUN 13 1990

COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

FILED FOR RECORD
WILLIAMSON CO., TX.
1990 JUN 12 PM 1:45
COUNTY CLERK

17323

(14)
S. 00
Cy: City of Leander

AGENDA ITEM # 14

Executive Summary

July 16, 2015

Council Agenda Subject: Consideration and possible action on the Partial Release and Termination of a Drainage Easement within the JSL Commercial Investments property

Background: JSL Commercial Investments property located at the southeast corner of San Gabriel Parkway and Bagdad Road

Origination: Wayne S. Watts, P.E., CFM, City Engineer

Financial Consideration: None

Recommendation: Staff requests approval of the Partial Release and Termination of a Drainage Easement within the JSL Commercial Investments property

Attachments: **(1)** Partial Release and Termination of a Drainage Easement **(2)** Exhibit A showing the portion to be released, and **(3)** the original easement

Prepared by: Wayne S. Watts, P.E.

PARTIAL RELEASE AND TERMINATION OF DRAINAGE EASEMENT

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

WHEREAS, by that certain Drainage Easement recorded under Document No. 2006037918 in the Official Public Records of the Williamson County, Texas, BENBROOK PROPERTIES, LTD., a Texas limited partnership, conveyed a drainage easement (the "Easement") over and across a 1.522 acre tract of land, more particularly described on EXHIBIT "A" thereto, for the purpose of constructing, operating, maintaining, repairing, replacing and upgrading a drainage channel and related facilities and to make connections therewith for the Benbrook Ranch Project; and

WHEREAS, the City of Leander (the "City") has determined that a 0.170-acre portion of the Easement, being more particularly described on the attached Exhibit "A" (the "Release Tract"), is no longer necessary for use by the City and that no City infrastructure is located in the Release Tract;

WHEREAS, the City desires to terminate and grant a release of the City's interest in the Easement as to the Release Tract; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the benefit of all present and future owners of the property encumbered by the Easement, or any portion thereof, the City has **RELEASED AND TERMINATED** and, by these presents, does **RELEASE AND TERMINATE** the Easement as to the Release Tract. By execution hereof, the City confirms and acknowledges the Easement will be of no further force or effect as to the Release Tract.

EXECUTED TO BE EFFECTIVE the ____ day of _____, 2015.

CITY OF LEANDER, TEXAS

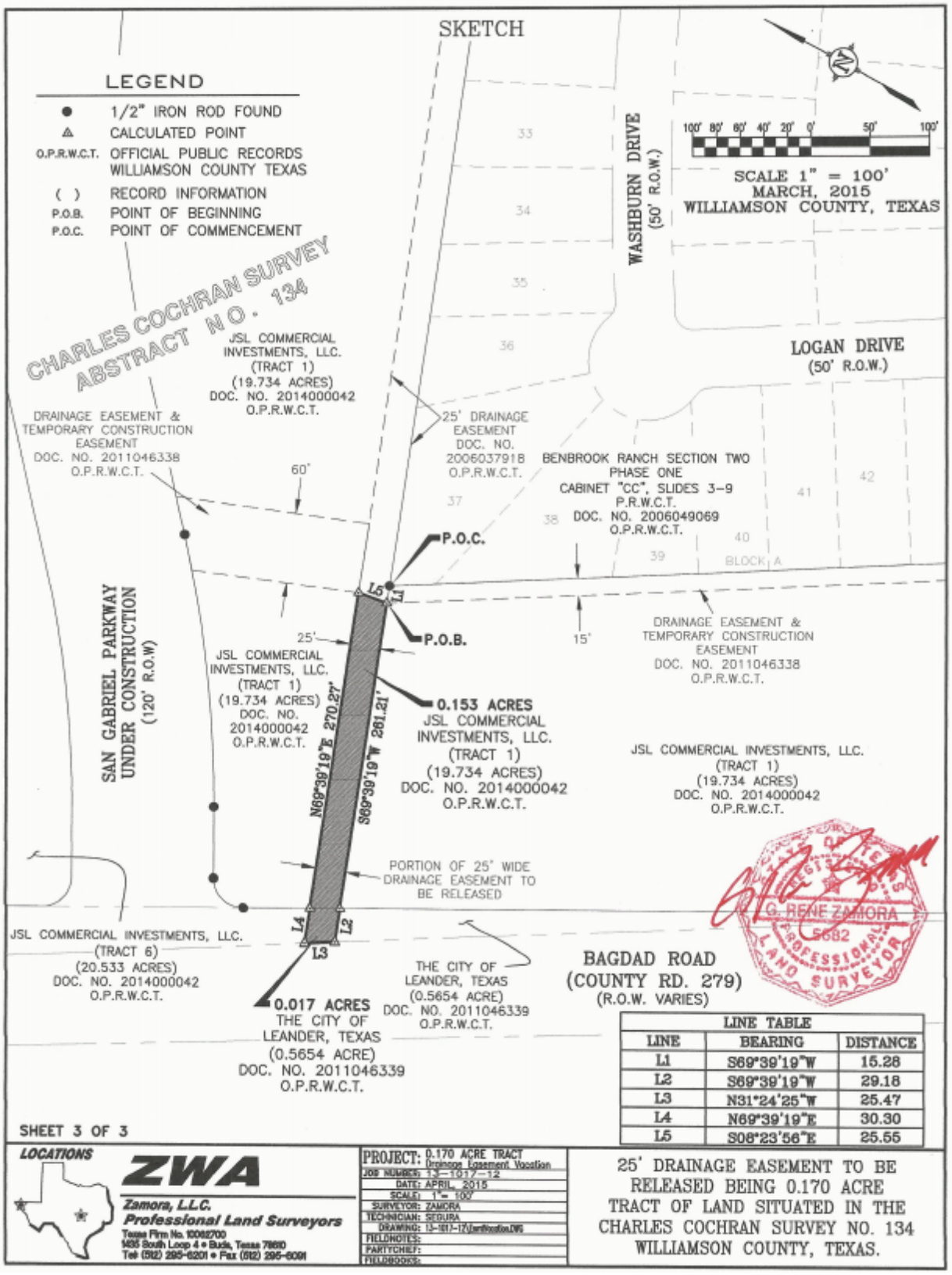
By:_____
Name:_____
Title:_____

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ____ day of _____, 2015, by _____, _____ of the City of Leander, Texas, on behalf of same.

(seal) _____
Notary Public Signature



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S69°39'19"W	15.28
L2	S69°39'19"W	29.18
L3	N31°24'25"W	25.47
L4	N69°39'19"E	30.30
L5	S08°23'56"E	25.55

Unofficial Document

DRAINAGE EASEMENT

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

That BENBROOK PROPERTIES, LTD, hereinafter (called "**Grantor,**" whether one or more), in consideration of the sum of 10.00 Dollars and other good and valuable consideration, to Grantor in hand paid by the CITY OF LEANDER, TEXAS, the receipt and sufficiency of which is hereby acknowledged, has this day GRANTED, SOLD, and CONVEYED unto the CITY OF LEANDER, a Texas home-rule municipal corporation, situated in the County of Williamson, State of Texas, and whose address is P.O. Box 319, Leander, Texas 78646, ATTN: City Engineering Department, its successors and assigns, an easement to construct, operate, maintain, repair, replace and upgrade a drainage channel and related facilities, (collectively called the "Improvements") and to make connections therewith for the Benbrook Ranch Project (called the "Project"), in, on, under, and across the following described land:

> All that land situated in Williamson County, Texas, described in **EXHIBIT "A"** attached hereto and made a part hereof for all purposes, (the **"Easement Tract"**).

TO HAVE AND TO HOLD the same perpetually to the City of Leander and its successors and assigns, together with the right at any times to enter all or a part of the Easement Tract, to construct, operate, maintain, repair, replace, and upgrade the Improvements for the Project. However, City of Leander after completing and accepting the Project must restore the surface of the Easement Tract to a similar or better condition than existed before the Project was undertaken. Further, Grantor reserves the right to enter upon and use the Easement Tract but Grantor shall not (i) use the Easement Tract in any manner that interferes in any material way or is inconsistent with the Drainage Easement granted hereunder, (ii) erect, or permit to be erected, a building, structure or irrigation systems on any portion of the Easement Tract, or (iii) install, or permit to be installed, any trees, bushes, or landscaping (other than groundcover) within the Easement Tract. City of Leander shall restore the surface of the Easement Tract at its sole expense, including the restoration of any groundcover, landscaping, sidewalks, driveways or similar surface improvements located upon or immediately adjacent to the Easement Tract that have been removed, relocated, altered, damaged or destroyed as a result of its use of the Easement granted hereunder; provided, however, that the City of Leander will not be obligated to restore or replace trees, bushes, irrigation systems, or other improvements installed in violation of this Easement.

Grantor does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted unto the City of Leander, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof subject the matters set forth herein.

IN WITNESS WHEREOF, Grantor has executed this instrument on May 8, 2006.

GRANTOR:

BENBROOK PROPERTIES, LTD.

John S. Lloyd

Its: MGR

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 8th day of May, 2006, by John S. Lloyd, for the purposes and consideration recited therein.

IRMA W. SPEERS
Notary Public, State of Texas
My Commission Expires
February 20, 2009

Notary Public, State of Texas

Unofficial Document

AFTER RECORDING, RETURN TO:

Terry S. Reynolds, Project Coordinator
PBS&J
6504 Bridge Point Parkway, Suite 200
Austin, Texas 78730

Unofficial Document

R.L. RUSSELL, et ux
(3.174 ACRES)
Vol. 1715, Pg. 176
D.R.W.C.T.

BENBROOK PROPERTIES, LTD.
(254.4225 ACRES)
TRACT NO. 5
DOC. NO. 2001150437
O.P.R.W.C.T.

CHARLES COCHRAN SURVEY
ABST. NO. 34

BENBROOK PROPERTIES, LTD.
(59.63 ACRES)
DOC. NO. 2001140317
O.P.R.W.C.T.

P.O.C.

S31°24'25"E
291.56'

N69°00'56"E 1295.47'

BENBROOK PROPERTIES, LTD.
(74.63 ACRES)
DOC. NO. 2001042390
O.P.R.W.C.T.

S21°28'25"E
1165.07'

BENBROOK PROPERTIES, LTD.
(20.854 ACRES)
TRACT NO. 4
DOC. NO. 2001150437
O.P.R.W.C.T.

N68°25'00"E 757.01'

155.37'
N69°45'56"E

S19°58'20"E
198.58'

10.20'
N70°25'40"E

1.522 ACRE
DRAINAGE
EASEMENT

L1 L2 N 69°39'19" E 1259.00' L3 L4

P.O.B.

S69°39'19"W 1430.87'

C1 C3 L5 C2 L6

S21°15'10"E 640.99'

S21°55'00"E

2326.26'

Richard A. Alley, et ux
(574 Acres)
Vol 487, Pg 318
D.R.W.C.T.

United Builders and
Prefabricators, Inc.
(139.96 Acres)
Vol 820, Pg 861
D.R.W.C.T.

BAGGO RD.

(PROPOSED) WASHBURN DRIVE
(PROPOSED) FLANAGAN DRIVE
(PROPOSED) GENTRY DRIVE
(PROPOSED) AIKEN DRIVE
(PROPOSED) McCALLUM DRIVE
(PROPOSED) DUNHILL DRIVE
(PROPOSED) LOGAN DRIVE
(PROPOSED) HENSLEY DRIVE
(PROPOSED) HALLEY DRIVE

BLOCK A
BLOCK B
BLOCK C
BLOCK D
BLOCK E
BLOCK F
BLOCK G
BLOCK H

S08°09'10"E 155.64'
S24°34'00"E 165.50'

S67°39'15"W 387.70'
S67°51'55"W 375.04'

N68°06'00"E
1360.44'

BENBROOK PROPERTIES, LTD.
(116.122 ACRES)
TRACT NO. 1
DOC. NO. 2001150437
O.P.R.W.C.T.

S21°34'25"E 506.27'

BENBROOK PROPERTIES, LTD.
(74.63 ACRES)
DOC. NO. 2001042390
O.P.R.W.C.T.

300' 200' 100' 0' 150' 300'

SCALE 1"=300'
DECEMBER, 2002
WILLIAMSON COUNTY, TEXAS

L1	N69°39'19"E	20.38'	
L2	N31°24'25"W	25.47'	
L3	N21°31'58"W	5.00'	
L4	N69°39'19"E	176.86'	
L5	S76°47'27"E	24.60'	
S6	N76°47'27"W	31.95'	

C1	A= 966.29'	R=1650.00'	D=33°33'14"	CB=N86°25'56"E CH=952.54'
C2	A= 30.89'	R=1035.00'	D=01°42'36"	CB=S00°33'33"E CH=30.89'
C3	A=948.72'	R=1620.00'	D=33°33'14"	CB=S86°25'56"W CH=935.22'

LEGEND

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
●	IRON ROD FOUND
◂	NAIL FOUND
○	1/2" IRON ROD WITH CAP SET
△	CALC POINT
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

JOB NO. Z02-026-06

ZWA
Zamora-Warrick & Associates, L.L.C.
Professional Land Surveyors
5316 Highway 290 West, Suite 150 • Austin, Texas 78735
Tel: (512) 899-3333 • Fax (512) 899-0655

SKETCH TO ACCOMPANY
FN Z02-026-06-02
1.522 ACRE
DRAINAGE EASEMENT

Unofficial Document

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS 2006037918

Nancy E. Rister

05/11/2006 08:50 AM

PHERBRICH $36.00

NANCY E. RISTER, COUNTY CLERK

WILLIAMSON COUNTY, TEXAS

(3) PBS+J
6504 Bridge Point Pkwy
Suite 200
Austin Tx 78730

AGENDA ITEM # 15

Executive Summary

July 16, 2015

Agenda Subject: Second public hearing on the proposed annexation of a certain area of land being a 126.098 acre, more or less, tract of land located north of the South San Gabriel River and east of Ronald Reagan Blvd. in Williamson County, Texas, known as the Bradley tract.

Background: The City Council approved the resolution accepting the petition for voluntary annexation for the subject tracts at its May 7, 2015 meeting. The properties includes approximately 126.098 acres north of the South San Gabriel River and east of Ronald Reagan Blvd. The resolution set the two public hearings for July 2, 2015 and July 16, 2015. The first reading of the ordinance is scheduled for August 6, 2015 and the second and final reading is scheduled for August 20, 2015.

This is a voluntary annexation.

Origination: Applicants

Recommendation: Staff recommends conducting the second public hearing.

Attachments:

1. Annexation schedule
2. Location maps
3. Annexation resolution and service plan
4. Annexation petition

Prepared by: Tom Yantis, AICP
Assistant City Manager

7/7/2015

RESOLUTION NO. 15-007-00

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 126.098 ACRES, MORE OR LESS, OF LAND LOCATED IN WILLIAMSON COUNTY, TEXAS; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the owner of certain property located within Williamson County, Texas, has petitioned the City of Leander, Texas, (herein the "City"), a home-rule City, for annexation of said property, more particularly described herein (the "subject property"), into the City limits;

WHEREAS, the subject property is contiguous and adjacent to the corporate limits of the City and the owners have made application for annexation;

WHEREAS, after review and consideration of such petition for annexation, the City Council finds that the property is exempt from the City's annexation plan pursuant to § 43.052 (h)(2) of the *Local Government Code*; and,

WHEREAS, the petitioner has agreed and consented to the annexation of the subject property by the City and further agreed to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted;

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

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Proceedings. The petition for annexation of the subject property, including the abutting streets, roadways, and rights of way, not previously annexed into the City and the draft services plan shown in Exhibit "B", submitted by Petitioner, are hereby accepted:

> All those certain tracts or parcels of land being 126.098 acres, more or less, being part of the Greenleaf Fisk Survey, Abstract No. 5 and the Bartholomew Manlove Survey, Abstract No. 420, located in Williamson County, Texas, and being more particularly shown and described in the Exhibit "A" attached hereto and incorporated herein for all purposes.

Two public hearings are set for the dates of July 2, 2015 and July 16, 2015. Notice of such hearings shall be posted and the hearings shall be open to the public to accept public comment on the annexation request.

Section 3. <u>Severability</u>. Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared to be severable.

Section 4. <u>Open Meetings</u>. It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

PASSED AND APPROVED this the 7th day of May, 2015.

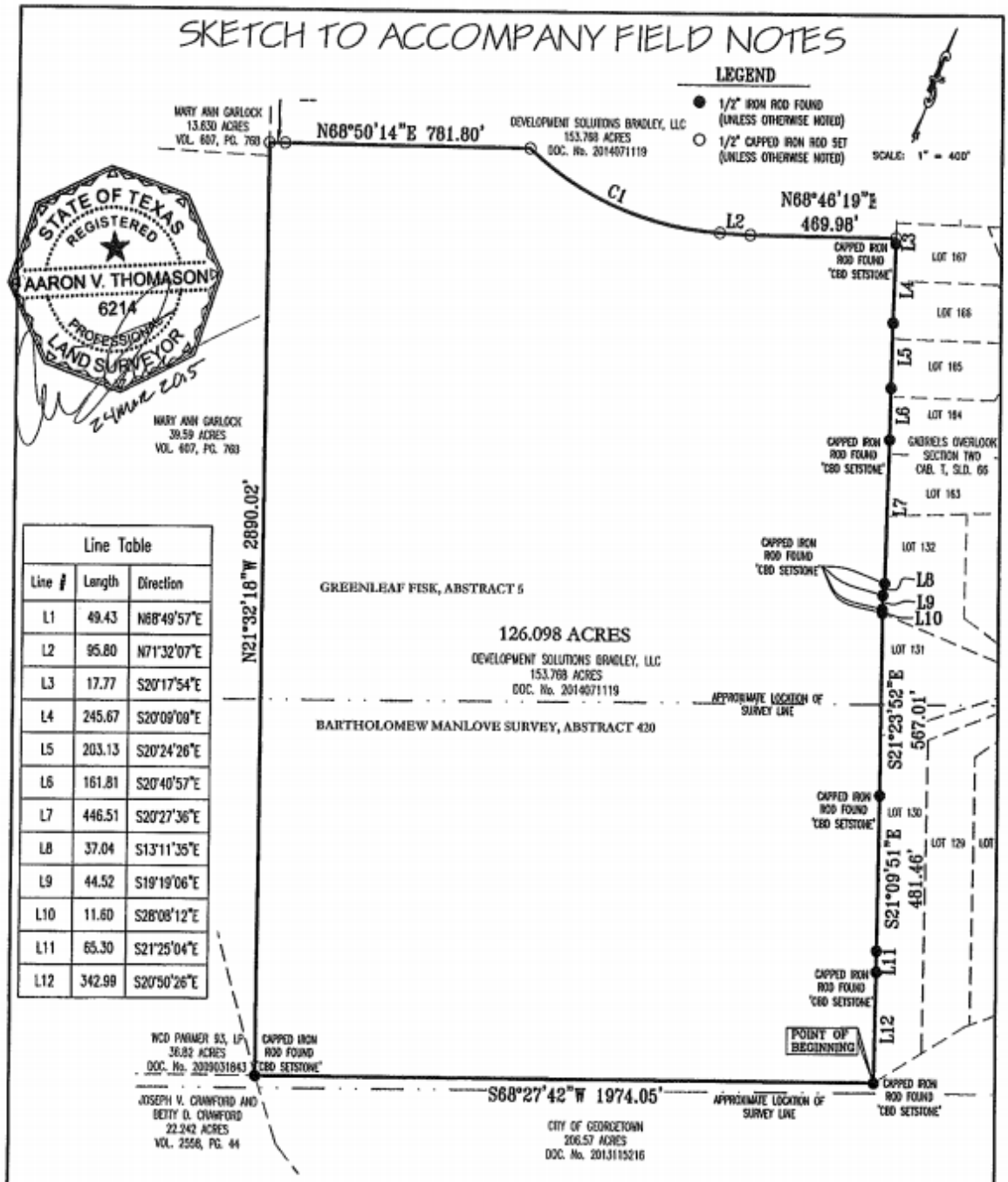
ATTEST:	**THE CITY OF LEANDER, TEXAS**
_____	_____
Debbie Haile, City Secretary	Christopher Fielder, Mayor

Exhibit “A”

SUBJECT PROPERTY DESCRIPTION

+/- 126.098 ACRES

SKETCH TO ACCOMPANY FIELD NOTES



Line Table		
Line #	Length	Direction
L1	49.43	N68°49'57"E
L2	95.80	N71°32'07"E
L3	17.77	S20°17'54"E
L4	245.67	S20°09'09"E
L5	203.13	S20°24'26"E
L6	161.81	S20°40'57"E
L7	446.51	S20°27'36"E
L8	37.04	S13°11'35"E
L9	44.52	S19°19'06"E
L10	11.60	S28°08'12"E
L11	65.30	S21°25'04"E
L12	342.99	S20°50'26"E

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203)

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	675.84	1001.00	S89°07'22"E	663.08	351.37	38°41'03"

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

PATH:– J:\4731\SURVEY\FN–ANNEX.DWG

Exhibit "B"

MUNICIPAL SERVICES PLAN FOR PROPERTY TO BE ANNEXED INTO THE CITY OF LEANDER

WHEREAS, the City of Leander, Texas (the "City") intends to institute annexation proceedings for tracts of land described more fully hereinafter (referred to herein as the "subject property");

WHEREAS, *Section 43.056, Loc. Gov't. Code*, requires a service plan be adopted with the annexation ordinance;

WHEREAS, the subject property is not included in the municipal annexation plan and is exempt from the requirements thereof;

WHEREAS, infrastructure provided for herein and that existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapt. 43, Loc. Gov't. Code*, to annex the subject property into the City;

NOW, THEREFORE, the following services will be provided for the subject property on the effective date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Plan, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the present personnel and equipment of the City fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present personnel and equipment.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "SFR-1-B" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowner(s) or authorized city staff.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided in this Plan:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject properties, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject properties' owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject properties as required in City ordinances. Upon acceptance of the water lines within the subject properties and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and

customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject properties' owner requests and is able to connect to the City's water utility system.

B. Wastewater service and maintenance of wastewater service as follows:

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) (a) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a wastewater CCN for the subject properties, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject properties' owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject properties as required in City ordinances. Upon acceptance of the wastewater lines within the subject properties and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system.

(b) This paragraph shall apply, in addition to paragraph 2B(ii)(a), in the event the City contracts with City of Liberty Hill, Texas to provide wholesale wastewater service to an area that includes the subject property (the "Wholesale Wastewater Agreement"). The landowners, on behalf of themselves and the landowners' respective grantees, successors, assigns and subsequent purchasers of the subject property, agree to pay three hundred fifty dollars ($350.00) per living unit equivalent (the "System Reservation Fee"), as that term is defined in the Wholesale Wastewater Agreement, for the purpose of reserving capacity in the

South San Gabriel Plant, as that term is defined in the Wholesale Wastewater Agreement, at the time that the landowner submits a preliminary plat for the subject property, or any portion thereof, and acknowledges and agrees that payment of the System Reservation Fee shall be a condition of preliminary plat approval. Further, the landowners, on behalf of themselves and the landowners' respective grantees, successors, assigns, and subsequent purchasers of the subject property, agree that each lot, tract, parcel or building site within the subject property that will be provided with wastewater service by the City shall pay the Connection Fee set forth in the Wholesale Wastewater Agreement. The Connection Fee shall be payable with respect to a lot, tract, parcel, or building site at the time the building permit for each building or structure is applied for, or if no building permit is required, then upon the date application is made to the City for connection to the City's wastewater system. The System Reservation Fee and the Connection Fee shall be in addition to any other fee, rates, and charges charged by the City for wastewater service to similarly situated customers. When evaluating the application of City policies, rules, and ordinances to similarly situated areas and customers of the City, land and customers located within the area served by the City pursuant to the Wholesale Wastewater Agreement are similarly situated areas and customers of the City, subject to individual development agreements that may be applicable to such land.

C. Maintenance of streets and rights-of-way as appropriate as follows:

(i) Provide maintenance services on existing public streets within the subject property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

(A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

(B) Routine maintenance as presently performed by the City.

(ii) The City will maintain existing public streets within the subject property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the subject property, as follows:

(A) As provided in C(i)(A)&(B) above;

(B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

(D) Installation and maintenance of street lighting in accordance with established policies of the City;

(iii) The outer boundaries of the subject property abut existing roadways. The property owner agrees that no improvements are required on such roadways to service the property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject property the same as similarly situated properties.

(4) **Term.** If not previously expired, this service plan expires at the end of ten (10) years.

(5) **Property Description.** The legal description of the subject property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Service Plan is attached.

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

REQUEST & PETITION TO THE CITY COUNCIL OF THE CITY OF LEANDER FOR ANNEXATION OF PROPERTY

WHEREAS, the undersigned is the owner of certain tracts of property located within Williamson County, Texas, such property being more particularly described hereinafter by true and correct legal description (referred to herein as the "subject property");

WHEREAS, the undersigned has sought the annexation of the subject property by the City of Leander, Texas, (hereinafter sometimes referred to as "City"), in order to obtain the benefits of City services to the subject property by the City;

WHEREAS, the subject property is contiguous and adjacent to the corporate limits of the City;

WHEREAS, the City, pursuant to *§43.021, Tex. Loc. Gov't. Code* and the request of the property owner, is authorized to annex the subject property; and,

WHEREAS, the undersigned agrees and consents to the annexation of the subject property by the City and further agrees to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted.

NOW THEREFORE, the undersigned by this Petition and Request:

SECTION ONE: Requests the City Council of the City to commence annexation proceedings and to annex into the corporate limits of the City of Leander, Texas, of all portions of the subject property, including the abutting streets, roadways, and rights-of-way, not previously annexed into the City and further described as follows:

> All those certain tracts or parcels of land being 126.098 acres, more or less, being part of the Greenleaf Fisk Survey, Abstract No. 5 and the Bartholomew Manlove Survey, Abstract No. 420, located in Williamson County, Texas, and being more particularly shown and described in the Exhibit "A" attached hereto and incorporated herein for all purposes.

SECTION TWO: Requests that after annexation the City provide such services as are legally permissible and provided by the City, including sanitation, water and general governmental services as set forth in the municipal services plan.

SECTION THREE: Acknowledges and represents having received, read and understood the attached "draft" Service Plan, attached hereto as Exhibit "B", (proposed to be applicable to and adopted for the subject property) and that such "draft" Service Plan is wholly adequate and acceptable to the undersigned who hereby requests the City Council to proceed with the annexation

and preparation of a final Municipal Service Plan and publish notice and hold the requisite public hearings thereon, in accordance with the applicable laws of the State of Texas.

SECTION FOUR: Acknowledges that the undersigned understands and agrees that all city services to the subject property will be provided by the City on the same terms and conditions as provided to other similarly situated areas of the City and as provided in the Municipal Service Plan.

SECTION FIVE: Agrees that a copy of this Request and Petition may be filed of record in the offices of the City of Leander and in the real property records of Williamson County, Texas, and shall be notice to and binding upon all persons or entities now or hereafter having any interest in the subject property.

FILED, this ___ day of _____ 2015, with the City Secretary of the City of Leander, Williamson County, Texas.

Petitioner: Development Solutions Bradley, LLC

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, _____ of Development Solutions Bradley, LLC and Owner of the subject property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the __day of _____ 2015.

(SEAL)

_____
Notary Public - State of Texas

Exhibit “A”

DESCRIPTION OF THE SUBJECT PROPERTY

+/- 126.098 ACRES

Exhibit "B"

MUNICIPAL SERVICES PLAN
FOR PROPERTY TO BE
ANNEXED INTO THE CITY OF LEANDER

WHEREAS, the City of Leander, Texas (the "City") intends to institute annexation proceedings for tracts of land described more fully hereinafter (referred to herein as the "subject property");

WHEREAS, *Section 43.056, Loc. Gov't. Code*, requires a service plan be adopted with the annexation ordinance;

WHEREAS, the subject property is not included in the municipal annexation plan and is exempt from the requirements thereof;

WHEREAS, infrastructure provided for herein and that existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapt. 43, Loc. Gov't. Code*, to annex the subject property into the City;

NOW, THEREFORE, the following services will be provided for the subject property on the effective date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Plan, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the present personnel and equipment of the City fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present personnel and equipment.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "SFR-1-B" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowner(s) or authorized city staff.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided in this Plan:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject properties, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject properties' owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject properties as required in City ordinances. Upon acceptance of the water lines within the subject properties and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for

service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject properties' owner requests and is able to connect to the City's water utility system.

B. Wastewater service and maintenance of wastewater service as follows:

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) (a) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a wastewater CCN for the subject properties, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject properties' owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject properties as required in City ordinances. Upon acceptance of the wastewater lines within the subject properties and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system.

(b) This paragraph shall apply, in addition to paragraph 2B(ii)(a), in the event the City contracts with City of Liberty Hill, Texas to provide wholesale wastewater service to an area that includes the subject property (the "Wholesale Wastewater Agreement"). The landowners, on behalf of themselves and the landowners' respective grantees, successors, assigns and subsequent purchasers of the subject property, agree to pay three hundred fifty dollars ($350.00) per living unit equivalent (the "System Reservation Fee"), as that term is defined in the Wholesale Wastewater Agreement, for the purpose of reserving capacity in the South San Gabriel Plant, as that term is defined in the Wholesale Wastewater Agreement, at the time that the landowner submits a preliminary plat for the subject property, or any portion thereof, and acknowledges and agrees that payment of the System Reservation Fee shall be a condition of preliminary plat approval. Further, the landowners, on behalf of themselves and the landowners' respective grantees, successors, assigns, and subsequent purchasers of the subject property, agree that each lot, tract, parcel or building site within the subject property that will be provided with wastewater service by the City

shall pay the Connection Fee set forth in the Wholesale Wastewater Agreement. The Connection Fee shall be payable with respect to a lot, tract, parcel, or building site at the time the building permit for each building or structure is applied for, or if no building permit is required, then upon the date application is made to the City for connection to the City's wastewater system. The System Reservation Fee and the Connection Fee shall be in addition to any other fee, rates, and charges charged by the City for wastewater service to similarly situated customers. When evaluating the application of City policies, rules, and ordinances to similarly situated areas and customers of the City, land and customers located within the area served by the City pursuant to the Wholesale Wastewater Agreement are similarly situated areas and customers of the City, subject to individual development agreements that may be applicable to such land.

C. Maintenance of streets and rights-of-way as appropriate as follows:

(i) Provide maintenance services on existing public streets within the subject property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

(A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

(B) Routine maintenance as presently performed by the City.

(ii) The City will maintain existing public streets within the subject property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the subject property, as follows:

(A) As provided in C(i)(A)&(B) above;

(B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

(D) Installation and maintenance of street lighting in accordance with established policies of the City;

(iii) The outer boundaries of the subject property abut existing roadways. The property owner agrees that no improvements are required on such roadways to service the property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject property the same as similarly situated properties.

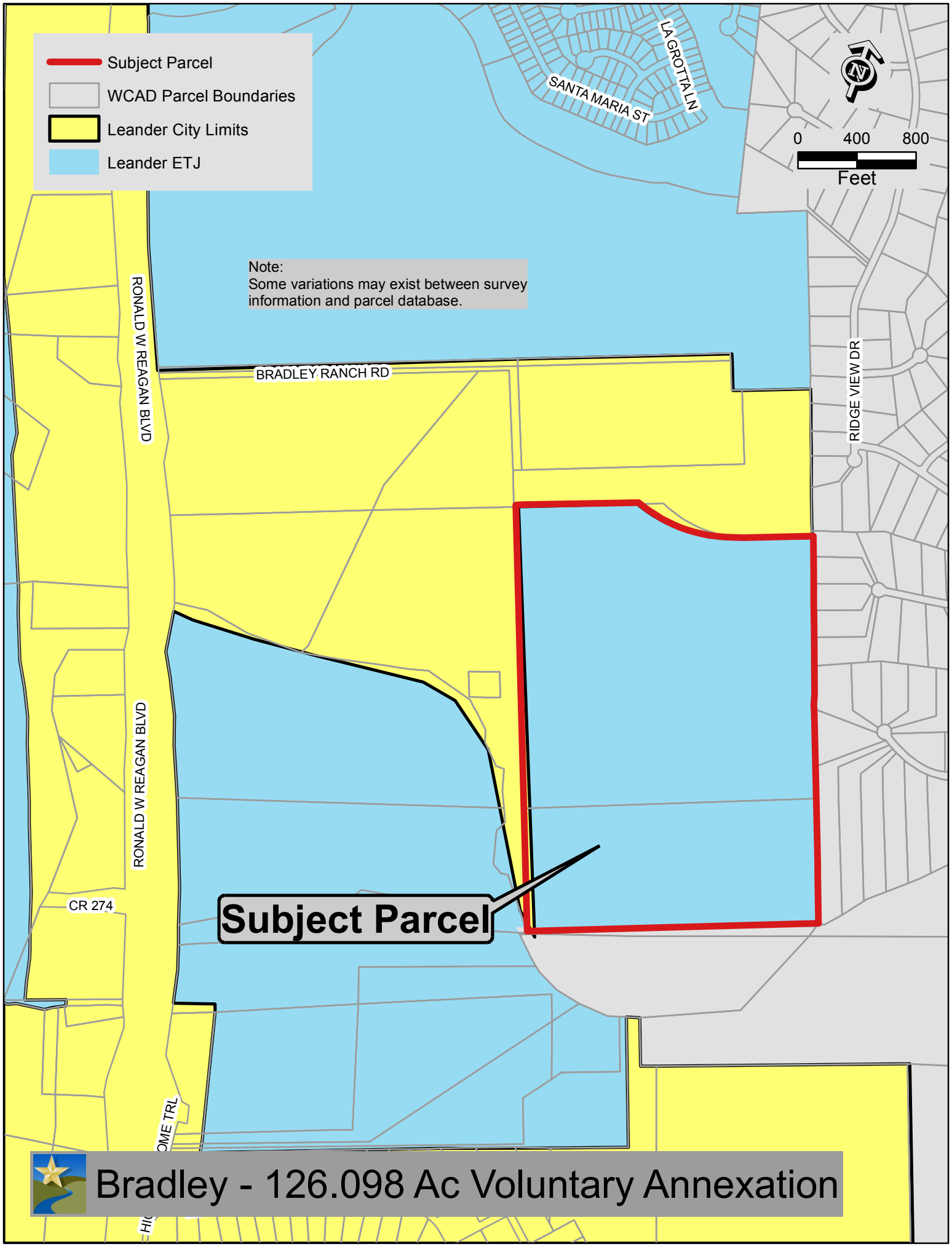
(4) **Term.** If not previously expired, this service plan expires at the end of ten (10) years.

(5) **Property Description.** The legal description of the subject property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Service Plan is attached.

SCHEDULE FOR VOLUNTARY ANNEXATION
Bradley Tract +/- 126.098 Acres and Ironwood Tract +/- 13.8481 Acres

DATE	ACTION/EVENT	LEGAL AUTHORITY
May 7, 2015	**COUNCIL BY WRITTEN RESOLUTION** Directs notification to land owners; and sets two (2) Public Hearings **July 2, 2015 and July 16, 2015**; Council directs development of service plan for area to be annexed.	Loc. Gov't Code, §§ 43.063 & 43.065; Public Hearings: are on or after the 40th day but before 20th day before institution of proceedings.
By June 1, 2015	**NOTICE TO** property owners & utility providers	Loc. Gov't Code § 43.062(a)
June 17, 2015** Publish notice of First Public Hearing and send school district notice **July 1, 2015**** Publish notice of Second Public Hearing	**NEWSPAPER NOTICES** RE: FIRST AND SECOND PUBLIC HEARINGS; (If applicable, certified Notice to Railroad). POST NOTICE OF HEARINGS ON CITY'S WEBSITE AND MAINTAIN UNTIL HEARINGS COMPLETE **SCHOOL DISTRICT NOTICE** (notify each school district of possible impact w/in the period prescribed for publishing the notice of the First Public Hearing.)	Not less than 10 days nor more than 20 days before 1st and 2nd public hearings. Loc. Gov't Code, §43.063 (c). Loc. Gov't Code § 43.905; send school district notice not less than 10 days nor more than 20 days before the First Public Hearing.
Ten days after the date the first notice of Public Hearing is published	LAST DAY FOR SUBMISSION OF WRITTEN PROTEST BY RESIDENTS (10 days after first newspaper notice)	Site hearing required if 10% of adult residents of tracts protest within 10 days after 1st newspaper notice. Loc. Gov't Code, § 43.063 (b)
July 2, 2015*	**1st PUBLIC HEARING** AND PRESENT SERVICE PLAN (Not more than 40 days before the 1st reading of ordinance) *REGULAR MEETING*	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
July 16, 2015*	**2nd PUBLIC HEARING** AND PRESENT SERVICE PLAN (At least 20 days before 1st reading of ordinance.) *REGULAR MEETING*	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
Institution Date **August 6, 2015***	**FIRST READING** OF ORDINANCE *REGULAR MEETING*	Date of institution of proceedings. Not less than 20 days from the second public hearing nor more than 40 days from the first public hearing.
August 20, 2015; Or at a special called meeting after the 1st First Reading	**SECOND-FINAL READING** OF ORDINANCE *REGULAR MEETING*	Not more than 90 days after 1st reading of Ordinance § 43.064.
Within 30 days of Second Reading	**CITY SENDS COPY OF MAP** showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Second Reading	**CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO:** 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads 7. State Comptroller 8. Franchise Holders	

***Dates in BOLD are MANDATORY dates to follow this schedule. Please advise if deviation.**
****Newspaper notices to paper by 5p.m. the preceding Wednesday.**


Subject Parcel
WCAD Parcel Boundaries
Leander City Limits
Leander ETJ
Note:
Some variations may exist between survey information and parcel database.
0
400
800
Feet
SANTA MARIA ST
LA GROTTA LN
BRADLEY RANCH RD
RONALD W REAGAN BLVD
RONALD W REAGAN BLVD
RIDGE VIEW DR
CR 274
Subject Parcel
Bradley - 126.098 Ac Voluntary Annexation

AGENDA ITEM # 16

Executive Summary

July 16, 2015

Agenda Subject: Second public hearing on the proposed annexation of a certain area of land being a 13.8481 acre, more or less, generally located at the southeast corner of SH 29 and Ronald Reagan Blvd. in Williamson County, Texas, known as the Ironwood tract.

Background: The City Council approved the resolution accepting the petition for voluntary annexation for the subject tracts at its May 7, 2015 meeting. The properties include two tracts of land totaling approximately 13.8481 acres at the southeast corner of SH 29 and Ronald Reagan. The resolution set the two public hearings for July 2, 2015 and July 16, 2015. The first reading of the ordinance is scheduled for August 6, 2015 and the second and final reading is scheduled for August 20, 2015.

This is a voluntary annexation.

Origination: Applicants

Recommendation: Staff recommends conducting the second public hearing.

Attachments:

1. Annexation schedule
2. Location maps
3. Annexation resolution and service plan
4. Annexation petition

Prepared by: Tom Yantis, AICP
Assistant City Manager

7/7//2015

RESOLUTION NO. 15-006-00

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 13.8481 ACRES, MORE OR LESS, OF LAND LOCATED IN WILLIAMSON COUNTY, TEXAS; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the owner of certain property located within Williamson County, Texas, has petitioned the City of Leander, Texas, (herein the "City"), a home-rule City, for annexation of said property, more particularly described herein (the "subject property"), into the City limits;

WHEREAS, the subject property is contiguous and adjacent to the corporate limits of the City and the owners have made application for annexation;

WHEREAS, after review and consideration of such petition for annexation, the City Council finds that the property is exempt from the City's annexation plan pursuant to § 43.052 (h)(2) of the *Local Government Code*; and,

WHEREAS, the petitioner has agreed and consented to the annexation of the subject property by the City and further agreed to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted;

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

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Proceedings. The petition for annexation of the subject property, including the abutting streets, roadways, and rights of way, not previously annexed into the City and the draft services plan shown in Exhibit "B", submitted by Petitioner, are hereby accepted:

All that certain tract or parcel of land being 10.2941 acres, more or less, situated in the Greenlief Fisk Survey, Abstract No. 5, located in Williamson County, Texas, and being more particularly shown and described in the Exhibit "A" attached hereto and incorporated herein for all purposes.

All that certain tract or parcel of land being 3.555 acres, more or less, being part of the Greenlief Fisk Survey, Abstract No. 5, located in Williamson County, Texas, and being more particularly shown and described in the Exhibit "A" attached hereto and incorporated herein for all purposes.

Two public hearings are set for the dates of July 2, 2015 and July 16, 2015. Notice of such hearings shall be posted and the hearings shall be open to the public to accept public comment on the annexation request.

Section 3. Severability. Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared to be severable.

Section 4. Open Meetings. It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

PASSED AND APPROVED this the 7th day of May, 2015.

ATTEST:	**THE CITY OF LEANDER, TEXAS**
_____	_____
Debbie Haile, City Secretary	Christopher Fielder, Mayor

Exhibit "A"

SUBJECT PROPERTY DESCRIPTION

10.2941 ACRES & 3.555 ACRES

Exhibit "B"

MUNICIPAL SERVICES PLAN
FOR PROPERTY TO BE
ANNEXED INTO THE CITY OF LEANDER

WHEREAS, the City of Leander, Texas (the "City") intends to institute annexation proceedings for tracts of land described more fully hereinafter (referred to herein as the "subject property");

WHEREAS, *Section 43.056, Loc. Gov't. Code*, requires a service plan be adopted with the annexation ordinance;

WHEREAS, the subject property is not included in the municipal annexation plan and is exempt from the requirements thereof;

WHEREAS, infrastructure provided for herein and that existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapt. 43, Loc. Gov't. Code*, to annex the subject property into the City;

NOW, THEREFORE, the following services will be provided for the subject property on the effective date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Plan, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the present personnel and equipment of the City fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present personnel and equipment.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "SFR-1-B" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowner(s) or authorized city staff.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided in this Plan:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject properties, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject properties' owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject properties as required in City ordinances. Upon acceptance of the water lines within the subject properties

and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject properties' owner requests and is able to connect to the City's water utility system.

B. Wastewater service and maintenance of wastewater service as follows:

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) (a) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a wastewater CCN for the subject properties, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject properties' owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject properties as required in City ordinances. Upon acceptance of the wastewater lines within the subject properties and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system.

(b) This paragraph shall apply, in addition to paragraph 2B(ii)(a), in the event the City contracts with City of Liberty Hill, Texas to provide wholesale wastewater service to an area that includes the subject property (the "Wholesale Wastewater Agreement"). The landowners, on behalf of themselves and the landowners' respective grantees, successors, assigns and subsequent purchasers of the subject property, agree to pay three hundred fifty

dollars ($350.00) per living unit equivalent (the "System Reservation Fee"), as that term is defined in the Wholesale Wastewater Agreement, for the purpose of reserving capacity in the South San Gabriel Plant, as that term is defined in the Wholesale Wastewater Agreement, at the time that the landowner submits a preliminary plat for the subject property, or any portion thereof, and acknowledges and agrees that payment of the System Reservation Fee shall be a condition of preliminary plat approval. Further, the landowners, on behalf of themselves and the landowners' respective grantees, successors, assigns, and subsequent purchasers of the subject property, agree that each lot, tract, parcel or building site within the subject property that will be provided with wastewater service by the City shall pay the Connection Fee set forth in the Wholesale Wastewater Agreement. The Connection Fee shall be payable with respect to a lot, tract, parcel, or building site at the time the building permit for each building or structure is applied for, or if no building permit is required, then upon the date application is made to the City for connection to the City's wastewater system. The System Reservation Fee and the Connection Fee shall be in addition to any other fee, rates, and charges charged by the City for wastewater service to similarly situated customers. When evaluating the application of City policies, rules, and ordinances to similarly situated areas and customers of the City, land and customers located within the area served by the City pursuant to the Wholesale Wastewater Agreement are similarly situated areas and customers of the City, subject to individual development agreements that may be applicable to such land.

C. Maintenance of streets and rights-of-way as appropriate as follows:

(i) Provide maintenance services on existing public streets within the subject property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

(A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

(B) Routine maintenance as presently performed by the City.

(ii) The City will maintain existing public streets within the subject property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the subject property, as follows:

(A) As provided in C(i)(A)&(B) above;

(B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

(D) Installation and maintenance of street lighting in accordance with established policies of the City;

(iii) The outer boundaries of the subject property abut existing roadways. The property owner agrees that no improvements are required on such roadways to service the property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject property the same as similarly situated properties.

(4) **Term.** If not previously expired, this service plan expires at the end of ten (10) years.

(5) **Property Description.** The legal description of the subject property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Service Plan is attached.

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

REQUEST & PETITION TO THE CITY COUNCIL OF THE CITY OF LEANDER FOR ANNEXATION OF PROPERTY

WHEREAS, the undersigned is the owner of certain tracts of property located within Williamson County, Texas, such property being more particularly described hereinafter by true and correct legal description (referred to herein as the "subject property");

WHEREAS, the undersigned has sought the annexation of the subject property by the City of Leander, Texas, (hereinafter sometimes referred to as "City"), in order to obtain the benefits of City services to the subject property by the City;

WHEREAS, the subject property is contiguous and adjacent to the corporate limits of the City;

WHEREAS, the City, pursuant to *§43.021, Tex. Loc. Gov't. Code* and the request of the property owner, is authorized to annex the subject property; and,

WHEREAS, the undersigned agrees and consents to the annexation of the subject property by the City and further agrees to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted.

NOW THEREFORE, the undersigned by this Petition and Request:

SECTION ONE: Requests the City Council of the City to commence annexation proceedings and to annex into the corporate limits of the City of Leander, Texas, of all portions of the subject property, including the abutting streets, roadways, and rights-of-way, not previously annexed into the City and further described as follows:

> All that certain tract or parcel of land being 10.2941 acres, more or less, situated in the Greenlief Fisk Survey, Abstract No. 5, located in Williamson County, Texas, and being more particularly shown and described in the Exhibit "A" attached hereto and incorporated herein for all purposes.
>
> All that certain tract or parcel of land being 3.555 acres, more or less, being part of the Greenlief Fisk Survey, Abstract No. 5, located in Williamson County, Texas, and being more particularly shown and described in the Exhibit "A" attached hereto and incorporated herein for all purposes.

SECTION TWO: Requests that after annexation the City provide such services as are legally permissible and provided by the City, including sanitation, water and general governmental services as set forth in the municipal services plan.

SECTION THREE: Acknowledges and represents having received, read and understood the attached "draft" Service Plan, attached hereto as Exhibit "B", (proposed to be applicable to and adopted for the subject property) and that such "draft" Service Plan is wholly adequate and acceptable to the undersigned who hereby requests the City Council to proceed with the annexation and preparation of a final Municipal Service Plan and publish notice and hold the requisite public hearings thereon, in accordance with the applicable laws of the State of Texas.

SECTION FOUR: Acknowledges that the undersigned understands and agrees that all city services to the subject property will be provided by the City on the same terms and conditions as provided to other similarly situated areas of the City and as provided in the Municipal Service Plan.

SECTION FIVE: Agrees that a copy of this Request and Petition may be filed of record in the offices of the City of Leander and in the real property records of Williamson County, Texas, and shall be notice to and binding upon all persons or entities now or hereafter having any interest in the subject property.

FILED, this ___ day of _____ 2015, with the City Secretary of the City of Leander, Williamson County, Texas.

Petitioner – 10.2941 Acres

SEC 29/RR, LP, a Texas Limited Partnership

By: SEC 29/RR GP, LLC, a Texas Limited Liability Company, its General Partner

By: _____
Name: Scot W. Krieger
Title: Managing Member

Petitioner – 3.555 Acres

SWTWD, Ltd., a Texas Limited Partnership

By: 8833, GP, LLC, a Texas Limited Liability Company, its General Partner

By: _____
Name: Rodney D. Susholtz
Title: Sole Member

Devon Lea Susholtz 2001 Family Trust

By: _____
Name: Devon Susholtz
Title: Trustee

Ironwood Real Estate, LLC, a Texas Limited Liability Company

By: _____
Name: Scot W. Krieger
Title: Managing Member

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Scot W. Krieger, managing member of SEC 29/RR GP, LLC, a Texas limited liability company, general partner of SEC 29/RR, LP, a Texas limited partnership and Owner of the subject property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the __day of _____ 2015.

(SEAL)

_____
Notary Public - State of Texas

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Rodney D. Susholtz, sole member of 8833, GP, LLC, a Texas limited liability company, general partner of SWTWD, Ltd., a Texas limited partnership and Owner of the subject property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the __day of _____ 2015.

(SEAL)

_____
Notary Public - State of Texas

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Devon Susholtz, Trustee of the Devon Lea Susholtz 2001 Family Trust and Owner of the subject property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the __day of _____ 2015.

(SEAL)

_____
Notary Public - State of Texas

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Scot W. Krieger, managing member of Ironwood Real Estate, LLC, a Texas limited liability company and Owner of the subject property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the __day of _____ 2015.

(SEAL)

_____
Notary Public - State of Texas

Exhibit “A”

DESCRIPTIONS OF THE SUBJECT PROPERTY

10.2941 ACRES & 3.555 ACRES

Exhibit "B"

MUNICIPAL SERVICES PLAN
FOR PROPERTY TO BE
ANNEXED INTO THE CITY OF LEANDER

WHEREAS, the City of Leander, Texas (the "City") intends to institute annexation proceedings for tracts of land described more fully hereinafter (referred to herein as the "subject property");

WHEREAS, *Section 43.056, Loc. Gov't. Code*, requires a service plan be adopted with the annexation ordinance;

WHEREAS, the subject property is not included in the municipal annexation plan and is exempt from the requirements thereof;

WHEREAS, infrastructure provided for herein and that existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapt. 43, Loc. Gov't. Code*, to annex the subject property into the City;

NOW, THEREFORE, the following services will be provided for the subject property on the effective date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Plan, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the present personnel and equipment of the City fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present personnel and equipment.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "SFR-1-B" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowner(s) or authorized city staff.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided in this Plan:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject properties, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject properties' owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject properties as required in City ordinances. Upon acceptance of the water lines within the subject properties and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for

service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject properties' owner requests and is able to connect to the City's water utility system.

B. Wastewater service and maintenance of wastewater service as follows:

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) (a) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a wastewater CCN for the subject properties, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject properties' owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject properties as required in City ordinances. Upon acceptance of the wastewater lines within the subject properties and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system.

(b) This paragraph shall apply, in addition to paragraph 2B(ii)(a), in the event the City contracts with City of Liberty Hill, Texas to provide wholesale wastewater service to an area that includes the subject property (the "Wholesale Wastewater Agreement"). The landowners, on behalf of themselves and the landowners' respective grantees, successors, assigns and subsequent purchasers of the subject property, agree to pay three hundred fifty dollars ($350.00) per living unit equivalent (the "System Reservation Fee"), as that term is defined in the Wholesale Wastewater Agreement, for the purpose of reserving capacity in the South San Gabriel Plant, as that term is defined in the Wholesale Wastewater Agreement, at the time that the landowner submits a preliminary plat for the subject property, or any portion thereof, and acknowledges and agrees that payment of the System Reservation Fee shall be a condition of preliminary plat approval. Further, the landowners, on behalf of themselves and the landowners' respective grantees, successors, assigns, and subsequent purchasers of the subject property, agree that each lot, tract, parcel or building site within the subject property that

will be provided with wastewater service by the City shall pay the Connection Fee set forth in the Wholesale Wastewater Agreement. The Connection Fee shall be payable with respect to a lot, tract, parcel, or building site at the time the building permit for each building or structure is applied for, or if no building permit is required, then upon the date application is made to the City for connection to the City's wastewater system. The System Reservation Fee and the Connection Fee shall be in addition to any other fee, rates, and charges charged by the City for wastewater service to similarly situated customers. When evaluating the application of City policies, rules, and ordinances to similarly situated areas and customers of the City, land and customers located within the area served by the City pursuant to the Wholesale Wastewater Agreement are similarly situated areas and customers of the City, subject to individual development agreements that may be applicable to such land.

C. Maintenance of streets and rights-of-way as appropriate as follows:

(i) Provide maintenance services on existing public streets within the subject property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

(A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

(B) Routine maintenance as presently performed by the City.

(ii) The City will maintain existing public streets within the subject property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the subject property, as follows:

(A) As provided in C(i)(A)&(B) above;

(B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

(D) Installation and maintenance of street lighting in accordance with established policies of the City;

(iii) The outer boundaries of the subject property abut existing roadways. The property owner agrees that no improvements are required on such roadways to service the property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject property the same as similarly situated properties.

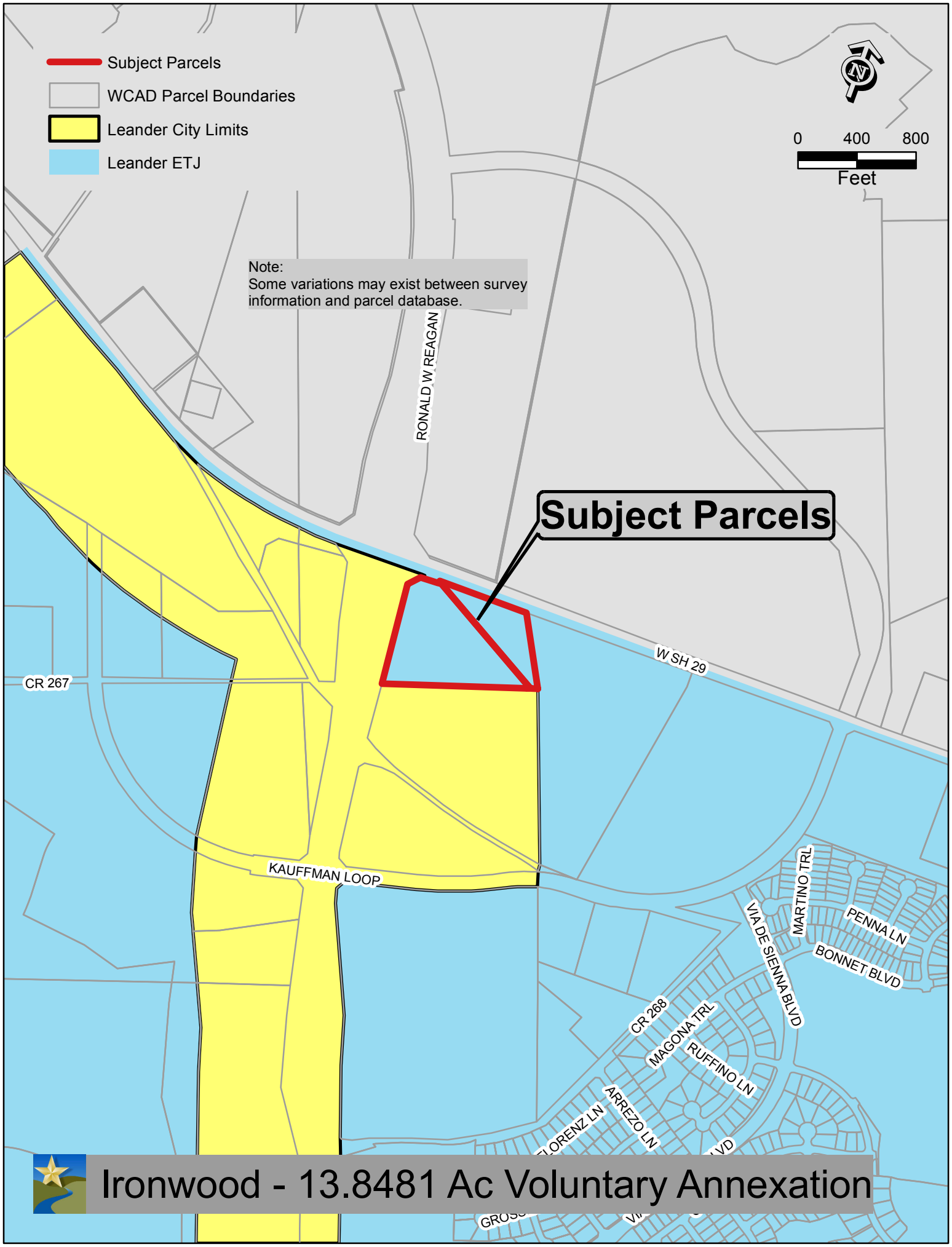
(4) **Term.** If not previously expired, this service plan expires at the end of ten (10) years.

(5) **Property Description.** The legal description of the subject property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Service Plan is attached.

SCHEDULE FOR VOLUNTARY ANNEXATION
Bradley Tract +/- 126.098 Acres and Ironwood Tract +/- 13.8481 Acres

DATE	ACTION/EVENT	LEGAL AUTHORITY
May 7, 2015	**COUNCIL BY WRITTEN RESOLUTION** Directs notification to land owners; and sets two (2) Public Hearings **July 2, 2015 and July 16, 2015**; Council directs development of service plan for area to be annexed.	Loc. Gov't Code, §§ 43.063 & 43.065; Public Hearings: are on or after the 40th day but before 20th day before institution of proceedings.
By June 1, 2015	**NOTICE TO** property owners & utility providers	Loc. Gov't Code § 43.062(a)
June 17, 2015** Publish notice of First Public Hearing and send school district notice **July 1, 2015**** Publish notice of Second Public Hearing	**NEWSPAPER NOTICES** RE: FIRST AND SECOND PUBLIC HEARINGS; (If applicable, certified Notice to Railroad). POST NOTICE OF HEARINGS ON CITY'S WEBSITE AND MAINTAIN UNTIL HEARINGS COMPLETE **SCHOOL DISTRICT NOTICE** (notify each school district of possible impact w/in the period prescribed for publishing the notice of the First Public Hearing.)	Not less than 10 days nor more than 20 days before 1st and 2nd public hearings. Loc. Gov't Code, §43.063 (c). Loc. Gov't Code § 43.905; send school district notice not less than 10 days nor more than 20 days before the First Public Hearing.
Ten days after the date the first notice of Public Hearing is published	LAST DAY FOR SUBMISSION OF WRITTEN PROTEST BY RESIDENTS (10 days after first newspaper notice)	Site hearing required if 10% of adult residents of tracts protest within 10 days after 1st newspaper notice. Loc. Gov't Code, § 43.063 (b)
July 2, 2015*	**1st PUBLIC HEARING** AND PRESENT SERVICE PLAN (Not more than 40 days before the 1st reading of ordinance) *REGULAR MEETING*	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
July 16, 2015*	**2nd PUBLIC HEARING** AND PRESENT SERVICE PLAN (At least 20 days before 1st reading of ordinance.) *REGULAR MEETING*	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
Institution Date **August 6, 2015***	**FIRST READING** OF ORDINANCE *REGULAR MEETING*	Date of institution of proceedings. Not less than 20 days from the second public hearing nor more than 40 days from the first public hearing.
August 20, 2015; Or at a special called meeting after the 1st First Reading	**SECOND-FINAL READING** OF ORDINANCE *REGULAR MEETING*	Not more than 90 days after 1st reading of Ordinance § 43.064.
Within 30 days of Second Reading	**CITY SENDS COPY OF MAP** showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Second Reading	**CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO:** 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads 7. State Comptroller 8. Franchise Holders	

***Dates in BOLD are MANDATORY dates to follow this schedule. Please advise if deviation.**
****Newspaper notices to paper by 5p.m. the preceding Wednesday.**


Subject Parcels
WCAD Parcel Boundaries
Leander City Limits
Leander ETJ
0
400
800
Feet
Note:
Some variations may exist between survey information and parcel database.
RONALD W REAGAN
Subject Parcels
W SH 29
CR 267
KAUFFMAN LOOP
MARTINO TRL
PENNA LN
BONNET BLVD
VIA DE SIENNA BLVD
CR 268
MAGONA TRL
RUFFINO LN
ARREZO LN
LORENZ LN
Ironwood - 13.8481 Ac Voluntary Annexation

Executive Summary

July 16, 2015

Agenda Subject: Zoning & Subdivision Cases 14-Z-014, 14-CP-007, & 14-PP-008: Hold a public hearing and consider action on the rezoning and approval of the Woodview Village Concept Plan and Preliminary Plat of 20.679 acres more or less, generally located to the southwest of the intersection of East Woodview Drive and Raider Way, WCAD ID #R031251. Currently, the property is zoned Interim SFS-2-B (Single Family Suburban) and Interim SFR-1-B (Single Family Rural). The applicant is proposing to zone the property to PUD (Planned Unit Development), Leander, Williamson County, Texas.

Background: Pursuant to Article III, Section 16 (e) of the Composite Zoning Ordinance, an applicant may request that the PUD Conceptual Site Layout and Land Use Plan also be considered as the Concept Plan and Preliminary Plat. This submittal includes the PUD zoning request, Concept Plan, and Preliminary Plat for review by the Planning & Zoning Commission

Origination: Applicant: Darren Webber on behalf of DeWette Partners, LTD.

Financial Consideration: None

Recommendation: The Planning & Zoning Commission unanimously recommended approval at the July 09, 2015 meeting with the following conditions:

1. Strike the last sentence of Item 19 in Exhibit A that states "All home construction will meet Type A architectural requirements and garage ordinance standards in effect as of the date of adoption hereof."
2. Restrictive covenants will be submitted to City Staff for review prior to recordation.

3. A required mix of elevations and floor plans will be required similar to the requirements of Article III, Section 5 of the Composite Zoning Ordinance.

Attachments:

1. Planning Analysis
2. Current Zoning Map
3. Location Exhibit
4. Proposed Zoning Map
5. Aerial Map
6. Proposed PUD Zoning, Concept Plan, & Preliminary Plat
7. Letter of Intent
8. Ordinance
9. Minutes–Planning & Zoning Commission July 09, 2015

Prepared By: Tom Yantis, AICP
Assistant City Manager 07/10/2015

PLANNING ANALYSIS

ZONING CASE 14-Z-014
CONCEPT PLAN 14-CP-007
PRELIMINARY PLAT 14-PP-008

WOODVIEW VILLAGE SUBDIVISION

GENERAL INFORMATION

Owner: DeWette Partners, LTD

Current Zoning: Interim SFS-2-B (Single-Family Suburban)
Interim SFR-1-B (Single-Family Rural)

Proposed Zoning: PUD (Planned Unit Development)

Size and Location: The property is generally located to the southwest of the intersection of East Woodview Drive and Raider Way. The property is approximately 20.679 acres in size.

Staff Contact: Robin M. Griffin, AICP
Senior Planner

ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	SFC-2-A	Proposed Residential (Stewart Crossing Subdivision)
EAST	SFS-2-B SFR-1-B	Rouse High School & Wylie Middle School
SOUTH	MF-2-B SFR-1-B	Proposed Multi-Family (Parkway Crossing) Established Residential
WEST	SFS-2-B SFR-1-B	Established Residential

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

USE COMPONENTS:

PUD – PLANNED UNIT DEVELOPMENT:

The purpose and intent of the Planned Unit Development (PUD) district is to design unified standards for development in order to facilitate flexible, customized zoning and subdivision standards which encourage imaginative and innovative designs for the development of property within the City. The intent of this zoning request is to provide for the design of a development which permits a condominium regime detached residential development. The intent of this zoning district is to cohesively regulate the development to assure compatibility with adjacent single-family residences, neighborhoods, and commercial properties within the region.

COMPREHENSIVE PLAN STATEMENTS:

The following Comprehensive Plan statements may be relevant to this case:

- Plan for continued growth and development that improves the community's overall quality of life and economic viability.
- Provide for a variety of sustainable housing options for all age groups and economic levels. Determine ways to successfully integrate this variety within neighborhoods so as to accommodate the different needs of families throughout their life cycle. Create more desirable and livable neighborhoods while respecting the goal of maintaining stable real estate values and housing marketability.
- Establish high standards for development.
- The Town Center land use node is intended to be located at the intersections of major arterials within the community. These nodes are approximately one mile in diameter and incorporate approximately 500 acres. These areas are intended for large scale commercial, retail and office uses that require locations with direct access to major arterials and that serve both the community and a larger trade area outside the city limits. These areas are also intended for high density multi-family and single-family housing. Development within these nodes should be integrated through internal streets and should provide pedestrian and bicycle connections to adjacent residential neighborhoods.
- The Community Center land use node is intended to be located at the intersections of arterial streets or arterials and major collectors. These nodes are approximately one half mile in diameter and incorporate approximately 125 acres. These areas are intended for commercial, retail and office uses that primarily serve residents within the community. These areas are also intended for medium density multi-family and high density single-family housing. Development within these nodes should be integrated through internal streets and should provide pedestrian and bicycle connections to adjacent residential neighborhoods.

ANALYSIS:

The applicant has submitted a request for a PUD Conceptual Site Layout and Land Use Plan that can also be considered as the Concept Plan and Preliminary Plat as permitted by the Composite Zoning Ordinance. This submittal includes the PUD zoning request, Concept Plan, and Preliminary Plat for review by the Planning & Zoning Commission and City Council.

This project includes:

- 120 Detached Residential Units
- Alley loaded homes facing Raider Way and/or Woodview Drive
- 3.17 acres of Parkland including an Amenity Center

A PUD district can be an appropriate district in this situation because it offers the applicant the opportunity to design a zoning district that will provide for a condominium style residential development with limits to the permitted density. The Composite Zoning Ordinance does not currently include a district that would permit this type of development.

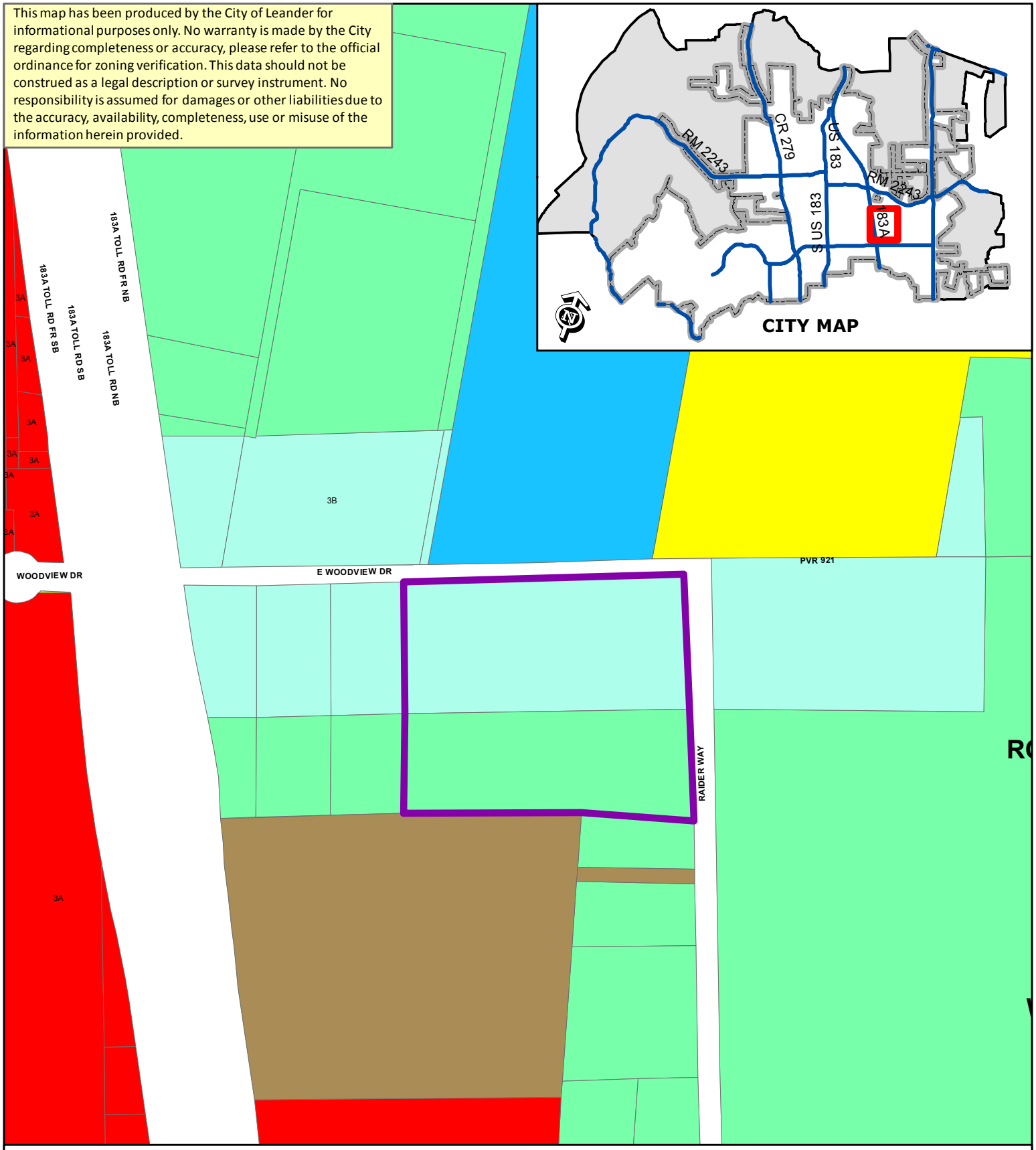
The applicant is proposing the MF-2-A base zoning district to accommodate this style of development. They are proposing the Type A Architectural Component which would require all structures to be 85% masonry and include at least 5 architectural features. They have limited the density to 120 detached single-family units for the project and are providing a trail system that will continue along the perimeter of the property. They are proposing to comply with the current single-family garage setback requirements and landscape requirements associated with the Composite Zoning Ordinance. The homes that are adjacent to Raider Way and Woodview Drive shall be alley loaded.

This property is located on the edge of a Town Center Node as identified by the Future Land Use Map. This node is intended to be located at the intersections of major arterials within the community. These nodes are approximately one mile in diameter and incorporate approximately 500 acres. These areas are intended for large scale commercial, retail and office uses that require locations with direct access to major arterials and that serve both the community and a larger trade area outside the city limits. These areas are also intended for high density multi-family and single-family housing. Development within these nodes should be integrated through internal streets and should provide pedestrian and bicycle connections to adjacent residential neighborhoods.

This property is also located on the edge of a Community Center Node as identified by the Future Land Use Map. This node is intended to be located at the intersections of arterial streets or arterials and major collectors. These nodes are approximately one half mile in diameter and incorporate approximately 125 acres. These areas are intended for commercial, retail and office uses that primarily serve residents within the community. These areas are also intended for medium density multi-family and high density single-family housing. Development within these nodes should be integrated through internal streets and should provide pedestrian and bicycle connections to adjacent residential neighborhoods.

STAFF RECOMMENDATION:

Within the Community Center and Town Center nodes, the requested zoning is consistent with the land use designations for the property. The area outside the nodes is designated as single-family residential on the land use plan. The proposed PUD zoning district is listed as a compatible district in these areas. The proposed PUD permits a condominium regime with detached residential units. The proposed PUD includes the Type A architectural standard which is intended to ensure the highest quality architectural design. The Concept Plan and Preliminary Plat meet the requirements of the Subdivision Ordinance.



ZONING CASE 14-Z-014

Attachment #2

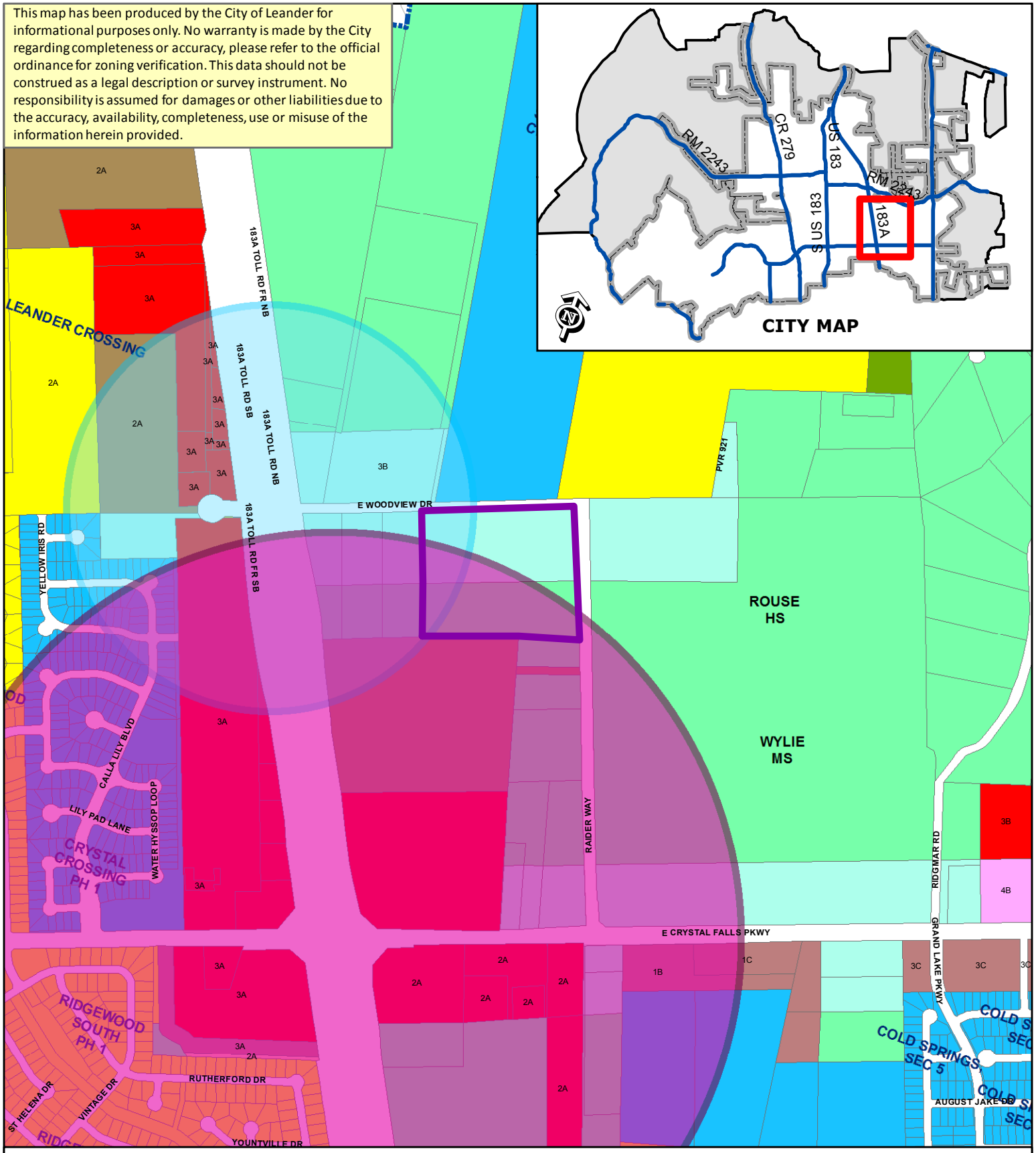
Current Zoning Map
Woodview Village PUD

0 800
Feet

N

Subject Property
City Limits
Future Annexation Per DA
Involuntary Annexation
Voluntary Annexation

SFR
SFE
SFS
SFU
SFC
SFL
SFT
SFU/MH
TF
MF
LO
LC
GC
HC
HI
PUD



ZONING CASE 14-Z-014

Attachment #3

Location Exhibit
Woodview Village PUD

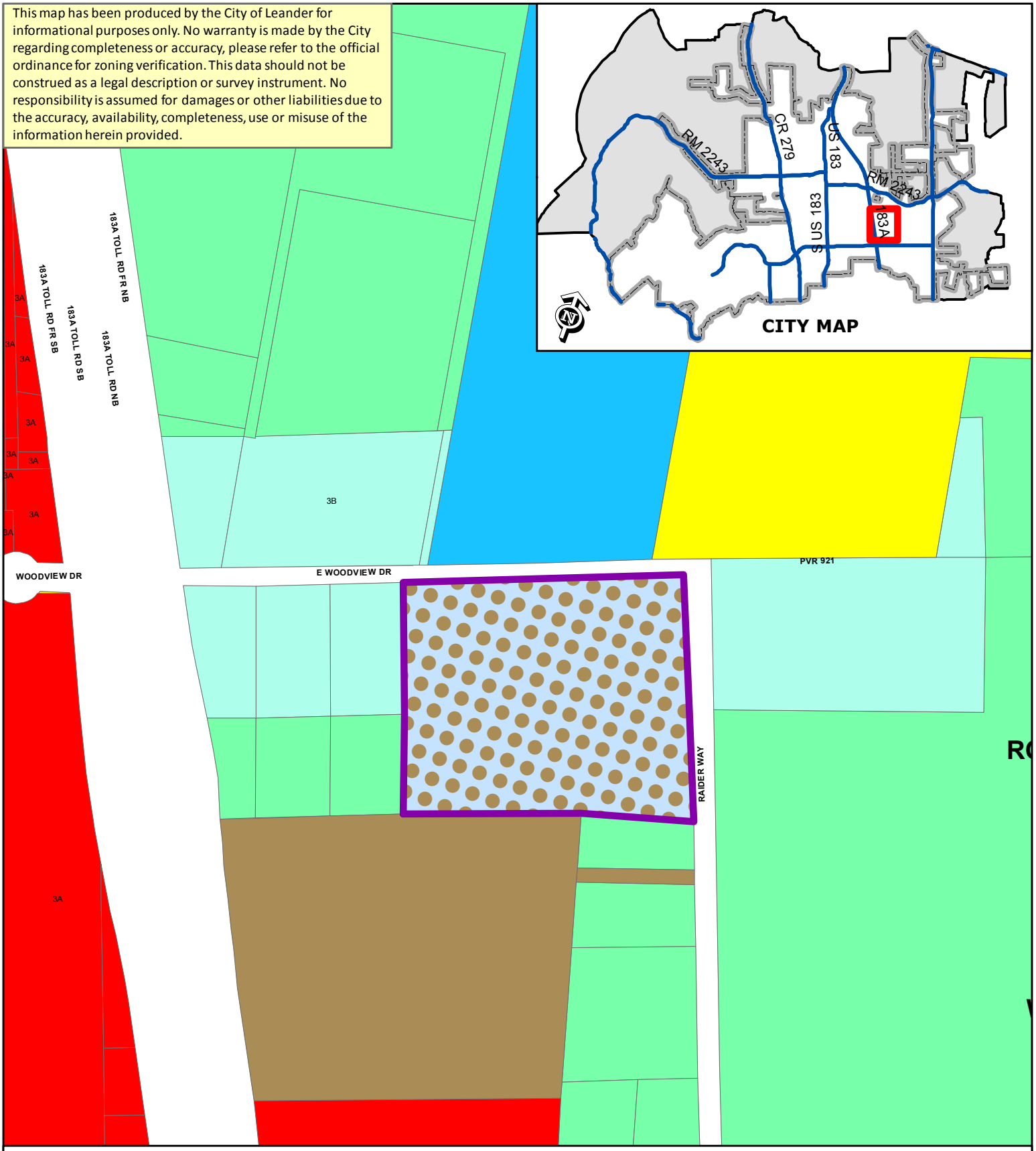
N

Subject Property
City Limits

0 800
Feet

SFR	SFT	GC
SFE	SFU/MH	HC
SFS	TF	HI
SFU	MF	PUD
SFC	LO	
SFL	LC	

This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy, please refer to the official ordinance for zoning verification. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the accuracy, availability, completeness, use or misuse of the information herein provided.



ZONING CASE 14-Z-014

Attachment #4

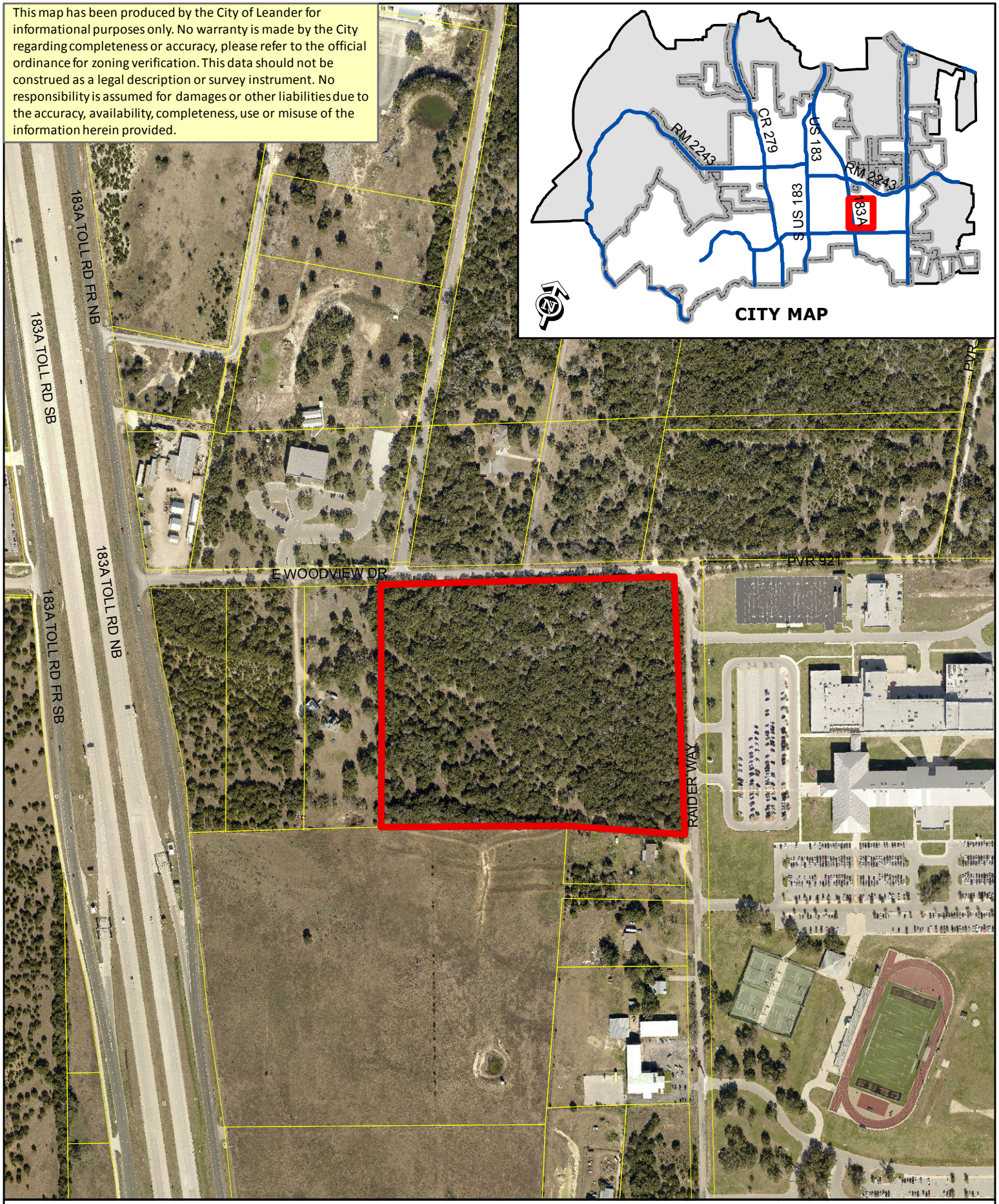
Proposed Zoning Map
Woodview Village PUD

0 800
Feet

N

Subject Property
City Limits
Future Annexation Per DA
Involuntary Annexation
Voluntary Annexation

SFR
SFE
SFS
SFU
SFC
SFL
SFT
SFU/MH
TF
MF
LO
LC
GC
HC
HI
PUD



ZONING CASE 14-Z-014 Attachment #5

Aerial Exhibit - Approximate Boundaries
Woodview Village

0 200
Feet

Subject Property
City Limits

EXHIBIT A: WOODVIEW VILLAGE PUD NOTES:

1. Base zoning districts:
   a. The base zoning district for the PUD is MF-2-A (Multi-Family, Type 2, Type A).

2. PUD area = 20.7 acres

3. This project will be a detached single-family residential condominium development.

4. All units will have a minimum 30' wide x 40' deep building footprint.

5. Maximum unit count: The project shall be limited to one-hundred and twenty (120) units.

6. Parkland dedication: Parkland dedication to reflect the numbers shown in the parkland dedication worksheet on the park plan sheet.

7. Hike and bike trails: The project will complete approximately 1,050 linear feet of 6-foot wide concrete hike and bike trails along the northern property line and approximately 900 linear feet of 8-foot wide concrete hike and bike trails along the eastern property line, as a portion of a trail corridor identified as a "connector" in Leander's City Parks, Recreation & Open Space Master Plan (C9 Trail).

8. Lighting: Street lighting is required at the intersections between the drives and public streets. Street lighting is optional in the interior of the project.

9. Access/Private Drives: See Exhibit "B" for detailed cross section of vehicular access easement. Minimum turning radius for the private drives is 25-feet. Private drives will have a 21- foot wide pavement width with 24-inch ribbon curbs or a 22-foot wide pavement width with 18-inch curb and gutter (FOC-FOC).

10. Residential Setbacks: See Exhibit "B" for building setback distances. Front building setbacks shall be a minimum of 15-feet from face of curb. Side building separation shall be a minimum of 10-feet. Rear building separation shall be a minimum of 20-feet. Drive side building setback shall be a minimum of 10-feet from face of access drive curb. Eave overhang is not included in calculations for minimum building separation.

11. Perimeter setbacks: minimum perimeter setback are as follows:
    a. 15-foot residential building setback on the western property line

b. 20-foot residential building setback from East Woodview Drive to the north and Raider Way to the east.
c. 15-foot residential building setback on the southern property line.

12. This project shall comply with the applicable Landscape Requirements for single-family districts as listed in Article VI of the Composite Zoning Ordinance. In addition, this project shall comply with the multi-family provisions regarding Tree Preservation and Protection.

13. Internal fencing is limited to wrought iron fencing or decorative tubular metal.

14. All residential product within this project shall comply with the applicable standards of the Type A Architectural Components and the Architectural Standards for single-family districts as listed in Article VII and Article VIII of the Composite Zoning Ordinance. Drives shall constitute streets with regard to this application of the ordinance. All homes shall include an enclosed garage parking space.

15. A Home Owners Association will be established to maintain the grounds and the structures.

16. Sidewalks are not required along internal drives due to trail network.

17. All houses that are adjacent to Woodview Drive or Raider Way shall be alley loaded and face Woodview Drive or Raider Way with the exception of the lots located adjacent to the drainage/detention pond area and to the south of the drive along Raider Way as shown on the Conceptual Site Layout and Land Use Plan.

18. Driveways meeting the depth requirements of the Transportation Criteria Manual will be counted toward parking requirements.

19. Exhibit C is intended to be illustrative and not limiting. Construction will generally comply with the masonry, architectural features, and garage placement as shown in the pictures contained in Exhibit C. Each model shown may be built in either the Craftsman, Prairie or Spanish style. All home construction will meet Type A architectural requirements and garage ordinance standards in effect as of the date of adoption hereof.

EXHIBIT "C"

The Village
AT WOODVIEW

AMENITY CENTER & CLUBHOUSE

June 2015

Not to scale/Illustrative purposes only

AMERICAN
HOUSING
VENTURES

The Village
AT WOODVIEW

FITNESS & RESORT POOL

June 2015

Not to scale/Illustrative purposes only

AMERICAN HOUSING VENTURES

The Village
AT WOODVIEW

MAIN ENTRY & AMENITY CENTER

The Village
AT WOODVIEW

REAR LOADED GARDEN COURT VIEW

REAR LOADED STREET SCENE VIEW

FRONT LOADED HOMES INTERIOR STREET VIEW

The Village
AT WOODVIEW

MODEL 1362
Elevation Rendering

Alley Loaded Home
1,362 Square Feet
3 Bedroom 2 Bathroom
2-Car Garage (rear)
Single Story
Craftsman Half Stone Elevation

The Village
AT WOODVIEW

MODEL 1362
"A" & Garage Ordinance Compliance

Model 1362 - Craftsman

Architectural Features

Street Elevation "Type A' base compliance:
- 6:12 Roof Pitch
- Min. 85% Masonry Facade
- Min. 10% Window/Door Openings w/ +1 arch. feature (47 s.f. of 354 s.f. = 13%)

5 Architectural Features + 1
- Gable 'Board & Batten" Detail
- Porch
- Window Shutters
- Varied Roof Heights
- Gable Accent Beam
- Masonry Wainscot

Garage Door Compliance

- Alley loaded garage exempt from garage setback requirements

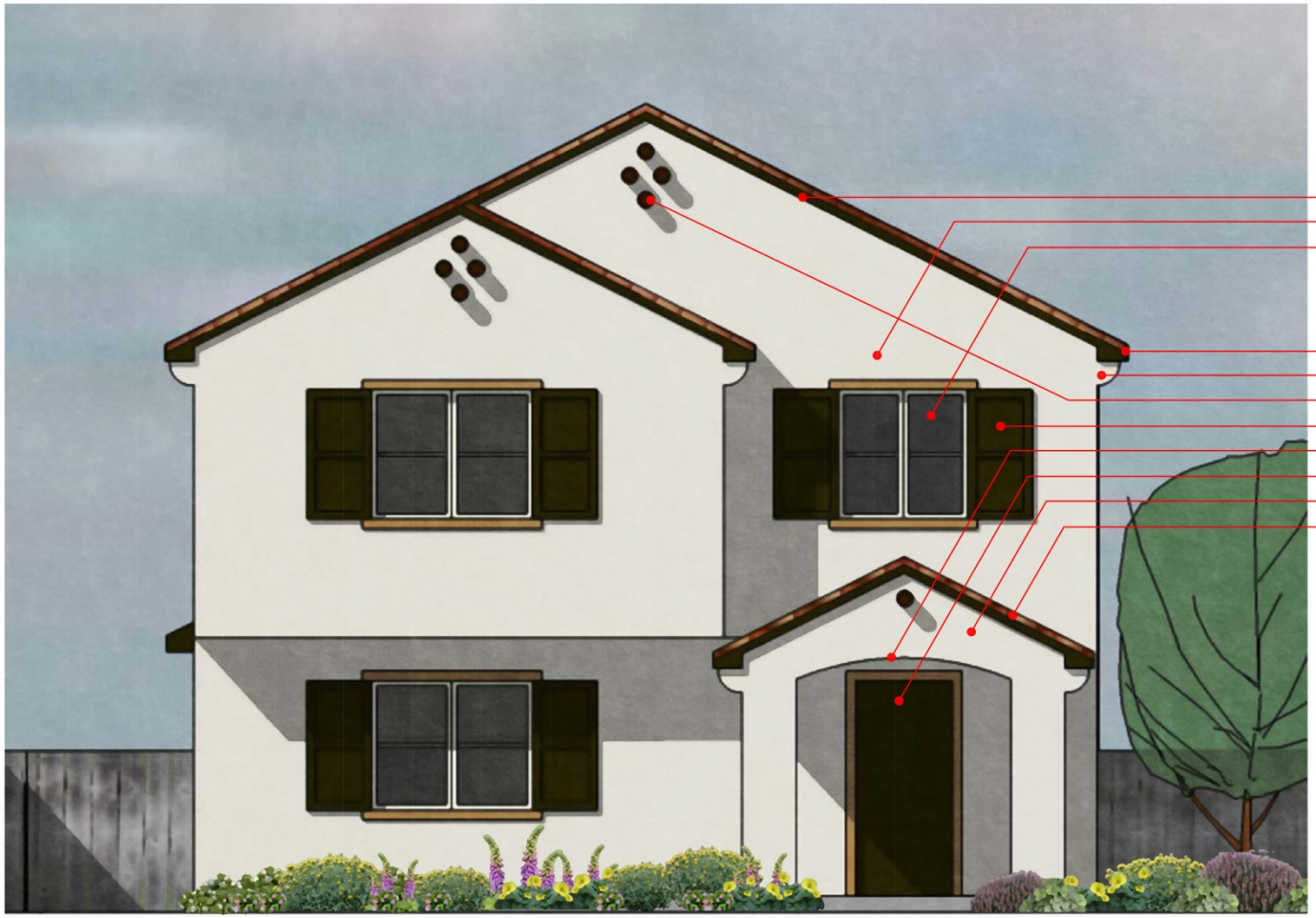
The Village
AT WOODVIEW

MODEL 1727
Elevation Rendering

Alley Loaded Home
1,727 Square Feet
3 Bedroom 2 ½ Bathroom
2-Car Garage (rear)
Two Story
Spanish Elevation

The Village
AT WOODVIEW

MODEL 1727
"A" & Garage Ordinance Compliance



Model 1727 - Spanish

Architectural Features

Street Elevation "Type A' base compliance:
- 6:12 Roof Pitch
- Min. 85% Masonry Facade
- Min. 10% Window/Door Openings w/ +1 arch. feature (90 s.f. of 659 s.f. = 13%)

5 Architectural Features + 1
- Clay Tile Roof
- Stucco Corbels
- Clay tile Attic vents
- Window Shutters
- Arches
- Porch Recess
- Stepped Elevations
- Varied Roof Heights

Garage Door Compliance

- Alley loaded garage exempt from garage setback requirements

The Village
AT WOODVIEW

MODEL 1339
Elevation Rendering

The Village
AT WOODVIEW

MODEL 1339
"A" & Garage Ordinance Compliance

Model 1339 - Prairie

Architectural Features

Street Elevation "Type A' base compliance:

- 6:12 Roof Pitch
- Min. 85% Masonry Facade
- Min. 10% Window/Door Openings w/ +1 arch. feature (47 s.f. of 354 s.f. = 13%)

5 Architectural Features + 1

- Varied Roof Heights
- Garage Accent Roof
- Horizontal Siding Pattern at Gable
- Porch
- Window Shutters
- Masonry Wainscot

Garage Door Compliance

- Garage plane max. 5' in front of adjacent ground floor living area
- Garage door includes a) natural wood appearance and b) 2' architectural roof awning feature
- Garage door less than 40% of elevation (16'-0" of 39'-11" width)

The Village
AT WOODVIEW

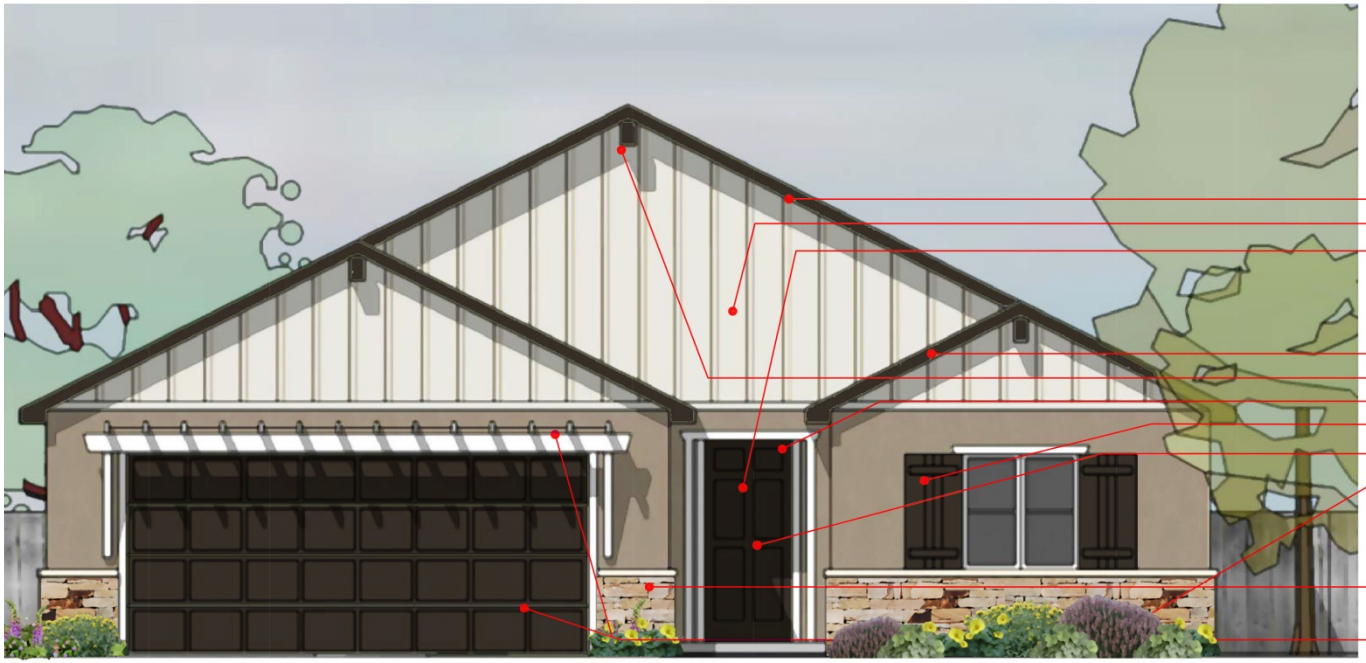
MODEL 1542
Elevation Rendering

Front Loaded Home
1,542 Square Feet
3 Bedroom 2 Bathroom
2-Car Garage (front)
Single Story
Craftsman Half Stone Elevation

AMERICAN HOUSING VENTURES

The Village
AT WOODVIEW

MODEL 1542
"A" & Garage Ordinance Compliance



Model 1542 - Craftsman

Architectural Features

Street Elevation "Type A' base compliance:

- 6:12 Roof Pitch
- Min. 85% Masonry
- Min. 15% Window/Door Openings arch. feature (124 s.f. of 489 s.f. = 25.4%)

5 Architectural Features + 1

- Varied Roof Heights
- Gable Accent Beam
- Gable 'Board & Batten" Detail
- Window Shutters
- Porch
- Masonry Wainscot

Garage Door Compliance

- Garage plane max. 5' in front of adjacent ground floor living area
- Garage door includes a) natural wood appearance and b) 2' architectural trellis awning feature
- Garage door less than 40% of elevation (16'-0" of 39'-11" width)

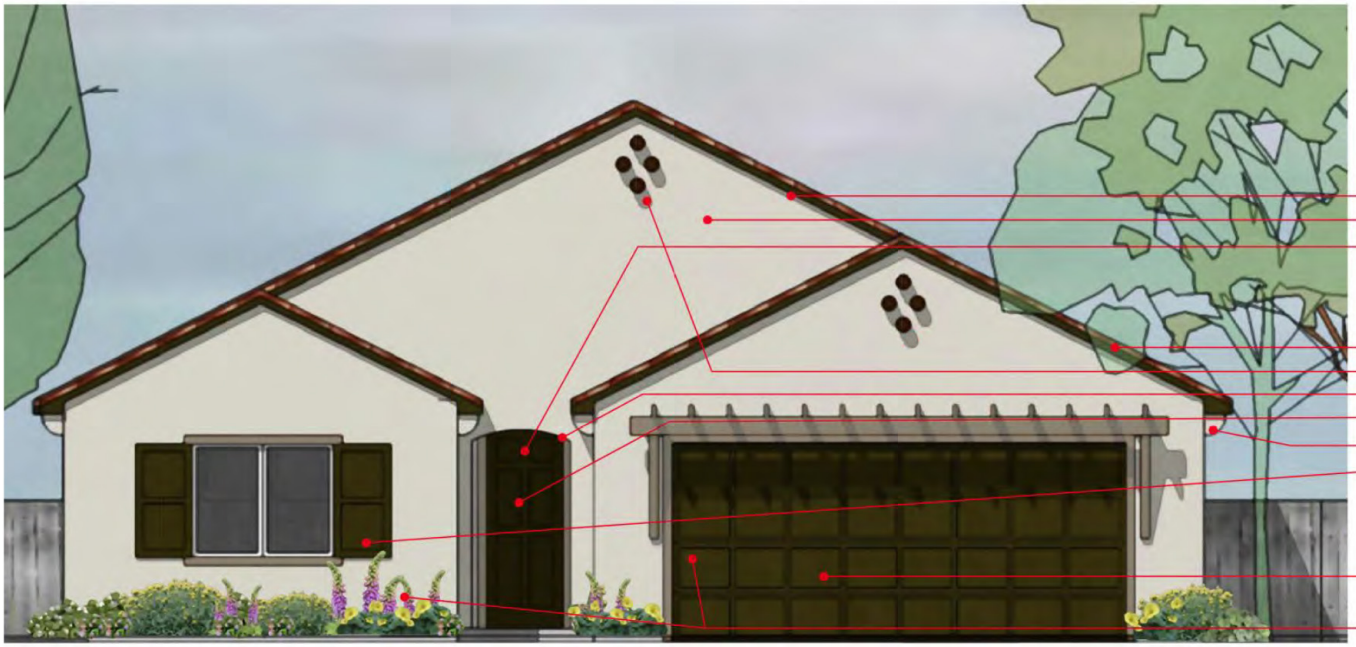
The Village
AT WOODVIEW

MODEL 1898
Elevation Rendering

Front Loaded Home
1,898 Square Feet
3 Bedroom 2 Bathroom
2-Car Garage (front)
Single Story
Spanish Elevation

The Village
AT WOODVIEW

MODEL 1898
"A" & Garage Ordinance Compliance



Model 1898 - Spanish

Architectural Features

Street Elevation "Type A' base compliance:

- 6:12 Roof Pitch
- Min. 85% Masonry
- Min. 15% Window/Door Openings arch. feature (124 s.f. of 489 s.f. = 25.4%)

5 Architectural Features + 1

- Clay Tile Roof
- Clay tile Attic vents
- Arches
- Porch Recess
- Stucco Corbels
- Window Shutters

Garage Door Compliance

- Garage plane max. 5' in front of adjacent ground floor living area
- Garage door includes a) natural wood appearance and b) 2' architectural trellis awning feature
- Garage door less than 40% of elevation (16'-0" of 39'-11" width)

The Village
AT WOODVIEW

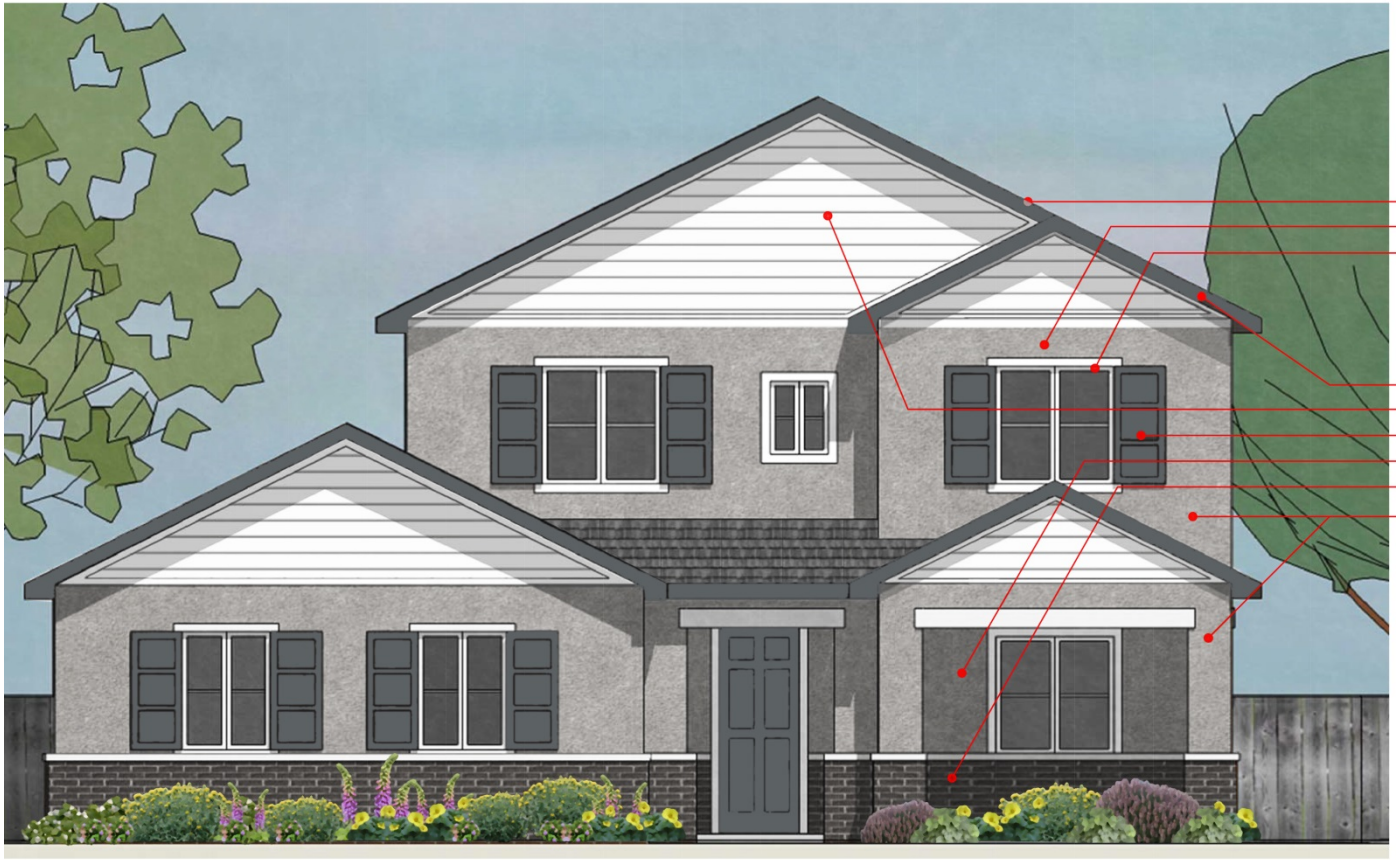
MODEL 1988
Elevation Rendering

Side Loaded Home
1,988 Square Feet
4 Bedroom 3 Bathroom
2-Car Garage (front)
Two Story
Prairie Half Brick Elevation

AMERICAN
HOUSING
VENTURES

The Village
AT WOODVIEW

MODEL 1988
"A" & Garage Ordinance Compliance



Model 1988 - Prairie

Architectural Features

Street Elevation "Type A' base compliance:

- 6:12 Roof Pitch
- Min. 85% Masonry Facade
- Min. 10% Window/Door Openings w/ +1 arch. feature (96 s.f. of 687 s.f. = 14%)

5 Architectural Features + 1

- Varied Roof Heights
- Horizontal Siding Pattern at Gables
- Window Shutters
- Porch
- Masonry Wainscot
- Stepped Elevations

Garage Door Compliance

- Alternative compliance - garage door location rotated to not face street

COMMUNITY GOVERNANCE

The Village AT WOODVIEW

WOODVIEW PLANNED UNIT DEVELOPMENT

WOODVIEW VILLAGE HOA

WOODVIEW VILLAGE CC&R'S

- Master Planned Community of High Standards
- City of Leander Type "A" Architectural Standards

WOODVIEW VILLAGE CONCEPT PLAN, PRELIMINARY PLAT & PUD

EAST WOODVIEW DRIVE AND RAIDER WAY

THE CITY OF LEANDER, TEXAS

MAY 2014

PRELIMINARY PLAT NOTES:

1. CONSTRUCTION PLANS AND SPECIFICATIONS FOR ALL SUBDIVISION IMPROVEMENTS SHALL BE REVIEWED AND APPROVED BY THE CITY OF LEANDER PRIOR TO ANY CONSTRUCTION WITHIN THE SUBDIVISION.
2. UNLESS SPECIFIED IN THE PUD AGREEMENT, ALL SUBDIVISION CONSTRUCTION AND BUILDING SETBACKS SHALL CONFORM TO THE CURRENT CITY OF LEANDER CODE OF ORDINANCES, CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
3. THE OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR THE PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF LEANDER. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR RE-PLATTING MAY BE REQUIRED, AT THE OWNER'S SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
4. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE CITY OF LEANDER WATER DISTRIBUTION AND WASTEWATER COLLECTION FACILITIES.
5. ALL WATER AND WASTEWATER SERVICE TO BE PROVIDED BY THE CITY OF LEANDER.
6. SITE DEVELOPMENT CONSTRUCTION PLANS SHALL BE REVIEWED AND APPROVED BY THE CITY OF LEANDER PRIOR TO CONSTRUCTION.
7. WASTEWATER AND WATER SYSTEMS SHALL CONFORM TO TCEQ (TEXAS COMMISSION ON ENVIRONMENTAL QUALITY) AND STATE BOARD OF INSURANCE REQUIREMENTS. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR RE-PLATTING MAY BE REQUIRED, AT THE OWNER'S SOLE EXPENSE, IF PLANS TO DEVELOP THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
8. NO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES ARE PERMITTED WITHIN DRAINAGE EASEMENTS SHOWN, EXCEPT AS APPROVED BY THE CITY OF LEANDER PUBLIC WORKS DEPARTMENT.
9. PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY CITY OF LEANDER.
10. ALL EASEMENTS OF PRIVATE PROPERTY AND AMENITY, H.O.A., DRAINAGE AND DETENTION LOTS/EASEMENTS SHALL BE MAINTAINED BY THE PROPERTY OWNER OF HIS OR HER ASSIGNS. THE HOMEOWNER'S ASSOCIATION WILL MAINTAIN ALL LANDSCAPE LOTS.
11. TEMPORARY AND PERMANENT EASEMENTS TO BE PROVIDED AS REQUIRED FOR OFF-SITE WATER, WASTEWATER AND DRAINAGE IMPROVEMENTS.
12. THIS SITE IS LOCATED WITH WITHIN THE EDWARDS AQUIFER CONTRIBUTING ZONE. DEVELOPMENT OF THE SITE WILL COMPLY WITH ALL APPLICABLE TCEQ EDWARDS AQUIFER RULES.
13. PARKLAND TO BE IN ACCORDANCE WITH THE PLANNED UNIT DEVELOPMENT.
14. THIS PROJECT IS LOCATED WITHIN THE CITY OF LEANDER CITY LIMITS.
15. THIS PRELIMINARY PLAT IS SUBJECT TO A PLANNED UNIT DEVELOPMENT.
16. NO PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF THE F.E.M.A. ZONE AE 100 YEAR FLOODPLAIN AS SHOWN ON THE F.E.M.A. FIRM PANEL 48491C0455E FOR WILLIAMSON COUNTY, TEXAS, EFFECTIVE DATE SEPTEMBER 26, 2008.
17. ALL EASEMENTS OF RECORD ARE SHOWN OR NOTED ON THE PRELIMINARY PLAT AS FOUND IN THE TITLE COMMITMENT, PREPARES BY FIDELITY NATIONAL TITLE INSURANCE COMPANY
    G.F. NO: 137480JP
    EFFECTIVE DATE: 11/22/2013
    ISSUED: 12/3/2013
18. BASED ON MAXIMUM NUMBER OF UNITS PER PUD, A TIA WILL NOT BE REQUIRED.

ENGINEER: PELOTON LAND SOLUTIONS
7004 BEE CAVE ROAD
BUILDING 2, SUITE 100
AUSTIN, TX 78746
(512) 831-7700

SURVEYOR: CHAPARRAL PROFESSIONAL LAND SURVEYING, INC.
3500 McCALL LANE
AUSTIN, TX 78744
(512) 443-1724
(512) 389-0943 FAX

OWNER: DEWETTE PARTNERS, LTD
12501 LONGHORN PKWY.
APT. A364
AUSTIN, TX 78732

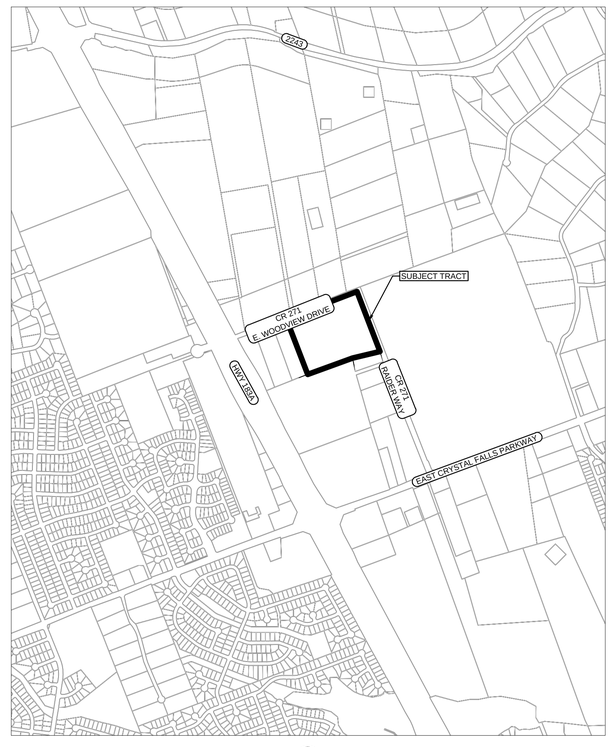
BENCHMARK #1:

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS) FOR CHAPARRAL CONTROL POINT "P631".
SPINDLE WITH WASHER SET IN CONCRETE

TEXAS CENTRAL ZONE STATE
PLANE COORDINATES:
N 10179263.49
E 3085255.95

SURFACE COORDINATES:
N 10180591.44
E 3085658.44

ELEVATION = 962.82'
VERTICAL DATUM: NAVD 88 (GEOID 99)



0 1,000' 2,000'
SCALE: 1" = 1,000'

LEGAL DESCRIPTION

A LAND TITLE SURVEY OF 20.691 ACRES (APPROXIMATELY 901,305 SQ. FT.) IN THE E. D. HARMON SURVEY, ABSTRACT NO. 6 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A 20.679 ACRE TRACT CONVEYED TO DE WETTE PARTNERS, LTD., IN A WARRANTY DEED DATED MAY 1, 2006 AND RECORDED IN DOCUMENT NO. 2006040462 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

SHEET INDEX

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	EXISTING CONDITIONS
3	CONCEPT PLAN, CONCEPTUAL SITE LAYOUT & LAND USE PLAN
4	PRELIMINARY PLAT
5	DRAINAGE PLAN
6	UTILITY PLAN
7	TREE SURVEY

ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAIN WITH THE ENGINEER WHO PREPARED THEM. IN APPROVING THESE PLANS, THE CITY OF LEANDER MUST RELY UPON THE ADEQUACY OF THE DESIGN ENGINEER.

SUBMITTED BY : DATE 6/5/15

DARREN WEBBER
REGISTERED PROFESSIONAL ENGINEER NO. 92744
PELOTON LAND SOLUTIONS
7004 BEE CAVE ROAD, BUILDING 2 SUITE 100
AUSTIN, TEXAS 78746
PH. (512) 831-7700

STATE OF TEXAS
DARREN L. WEBBER
92744
LICENSED
PROFESSIONAL ENGINEER

NO.	DATE	REVISION	APPROVAL

PELOTON LAND SOLUTIONS
7004 BEE CAVE ROAD
BUILDING 2, SUITE 100
AUSTIN, TX 78746
PHONE: 512-831-7700
TX FIRM NO 12207

WOODVIEW VILLAGE

COVER SHEET

WOODVIEW VILLAGE
LEANDER, TEXAS

JOSEPH HOOVER COMPANY

DEVELOPER:
DRAWN/DESIGNED BY:
EIT/PROJECT MANAGER:
SR. PROJECT MANAGER:
PROJECT #:

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Last Saved: 6/5/2015 3:09 PM
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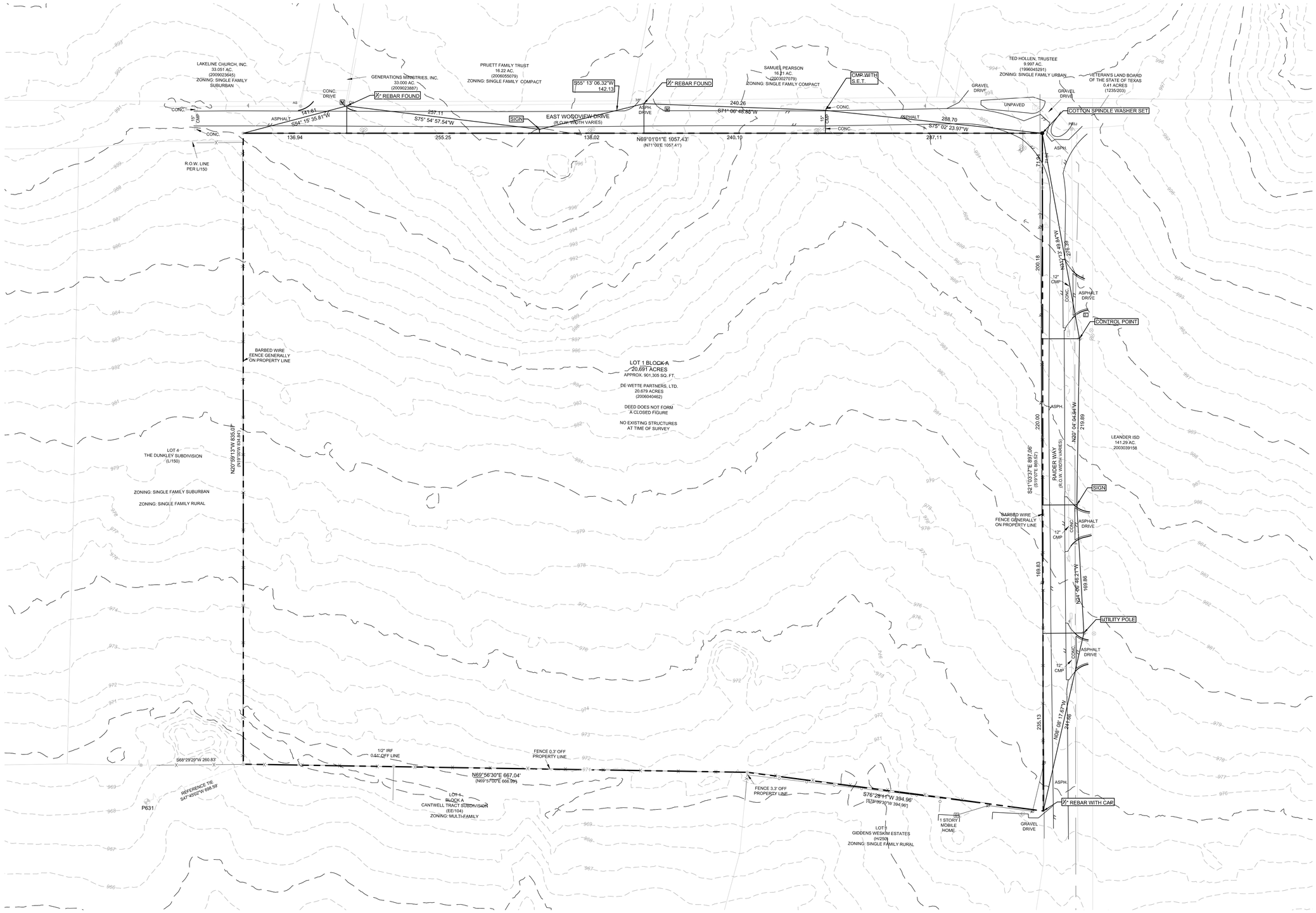
NOTE:
CONTOUR DATA IS 2012 LIDAR FROM WILLIAMSON COUNTY.

0 60' 120'
SCALE: 1" = 60'



NO.	DATE	REVISION	APPROVAL

PELOTON LAND SOLUTIONS
7004 BEE CAVE ROAD
BUILDING 2, SUITE 100
AUSTIN, TX 78746
PHONE: 512-831-7700
TX FIRM NO 12207

WOODVIEW VILLAGE

STATE OF TEXAS
DARREN L. WEBBER
LICENSED
PROFESSIONAL ENGINEER
6/5/15

EXISTING CONDITIONS

WOODVIEW VILLAGE
LEANDER, TEXAS

JOSEPH HOOVER COMPANY

811 Know what's below. Call before you dig.

DEVELOPER:
DRAWN/DESIGNED BY:
EIT/PROJECT MANAGER:
SR. PROJECT MANAGER:
PROJECT #:

SHEET
2
OF 7

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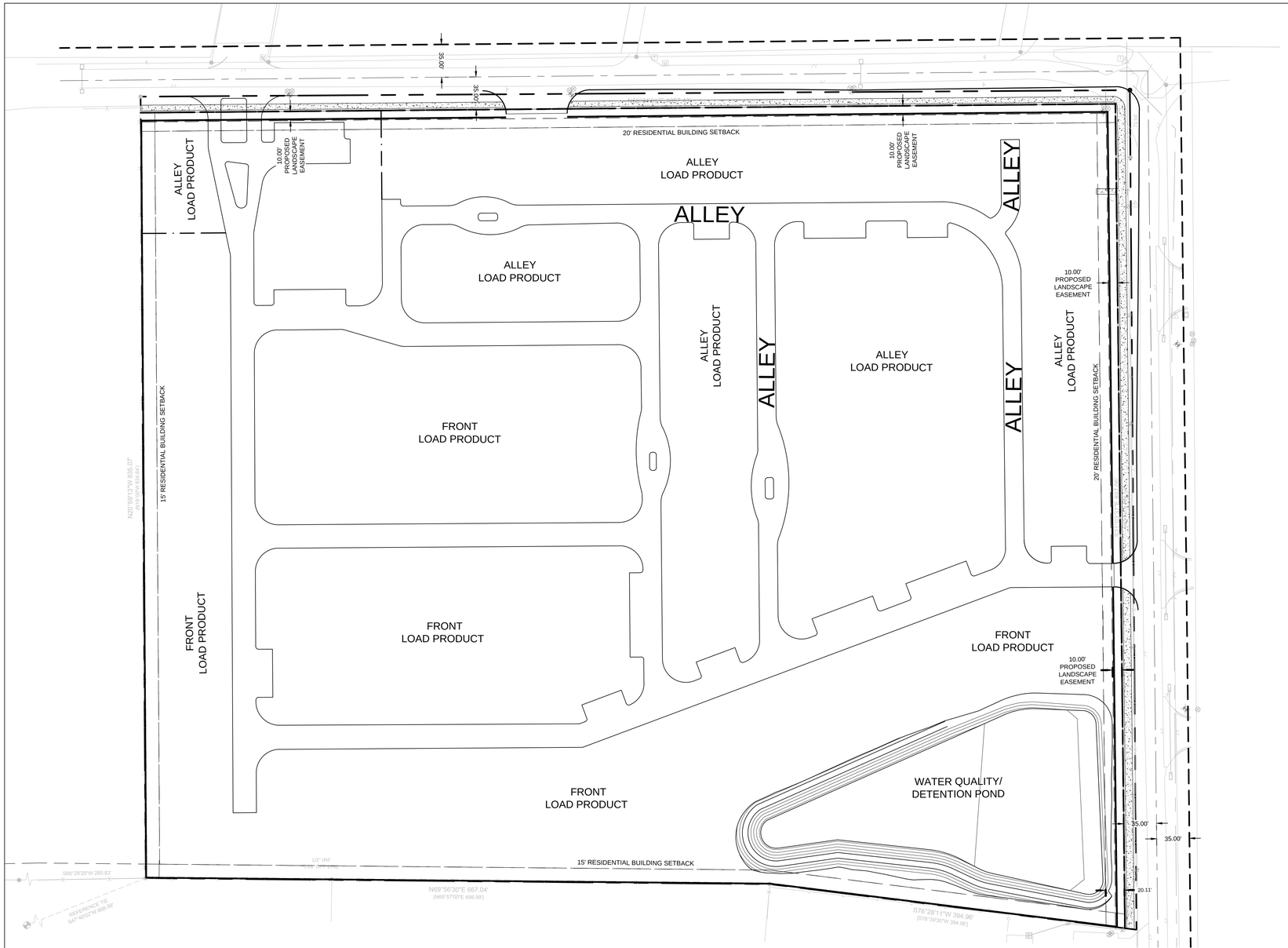


This layout is conceptual. The layout has not been reviewed for compliance with the Composite Zoning Ordinance.

CONCEPTUAL PARKLAND AREAS

1. Amenity Center	1.41 acres
2. West Trail	0.49 acres
3. South Trail	1.27 acres
	3.17 total acres

NOTES

1. The parkland calculations are conceptual and final parkland fees will be based upon the final number of units.
2. One contiguous parkland area is required to be a minimum size of 1.2 acres. Perimeter trail areas do not qualify.

WOODVIEW VILLAGE PUD PARKLAND DEDICATION WORKSHEET

Units	Park Land Required	Park Land Proposed	Parkland Deficit	Deficit Fee in-Lieu Value*	Rec. Imp. Fee Required**	Proposed Facilities
120	4.2		1.03	$ 24,279.00	$ 42,000.00	
		1.41				Amenity Center (Pool, Cabana/Cottage)
		1.76				Trail
TOTALS:	**4.2**	**3.17**	**1.03**	**$ 24,279.00**	**$ 42,000.00**	

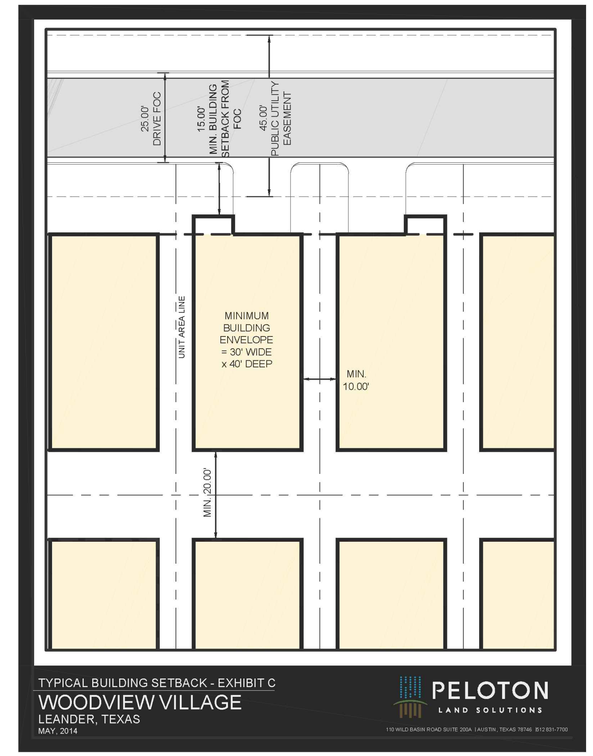
* Parkland deficit fee in-lieu value to be paid to the City ($24,279).

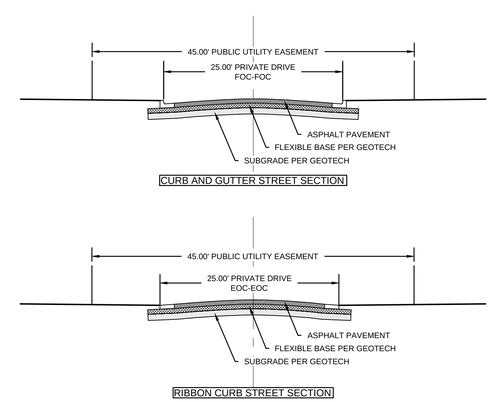
** Recreation improvement fee to be used to construct private amenity center and trail facilities ($42,000).

LEGEND

- RIGHT OF WAY
- PROPOSED NEW R.O.W.
- MASONRY WALL
- WROUGHT IRON FENCE

0 60' 120'
SCALE: 1" = 60'





TYPICAL DRIVE SECTIONS - EXHIBIT B

NO.	DATE	REVISION	APPROVAL

PELOTON LAND SOLUTIONS
7004 BEE CAVE ROAD
BUILDING 2, SUITE 100
AUSTIN, TX 78746
PHONE: 512-831-7700
TX FIRM NO 12207

STATE OF TEXAS
DARREN L. WEBER
LICENSED PROFESSIONAL ENGINEER
7/1/15

CONCEPTUAL SITE PLAN, CONCEPT PLAN, LAYOUT & LAND USE PLAN

WOODVIEW VILLAGE
LEANDER, TEXAS

JOSEPH HOOVER COMPANY

DEVELOPER:
DRAWN/DESIGNED BY:
EIT/PROJECT MANAGER:
SR. PROJECT MANAGER:
PROJECT #:

SHEET 3 OF 7

WOODVIEW VILLAGE

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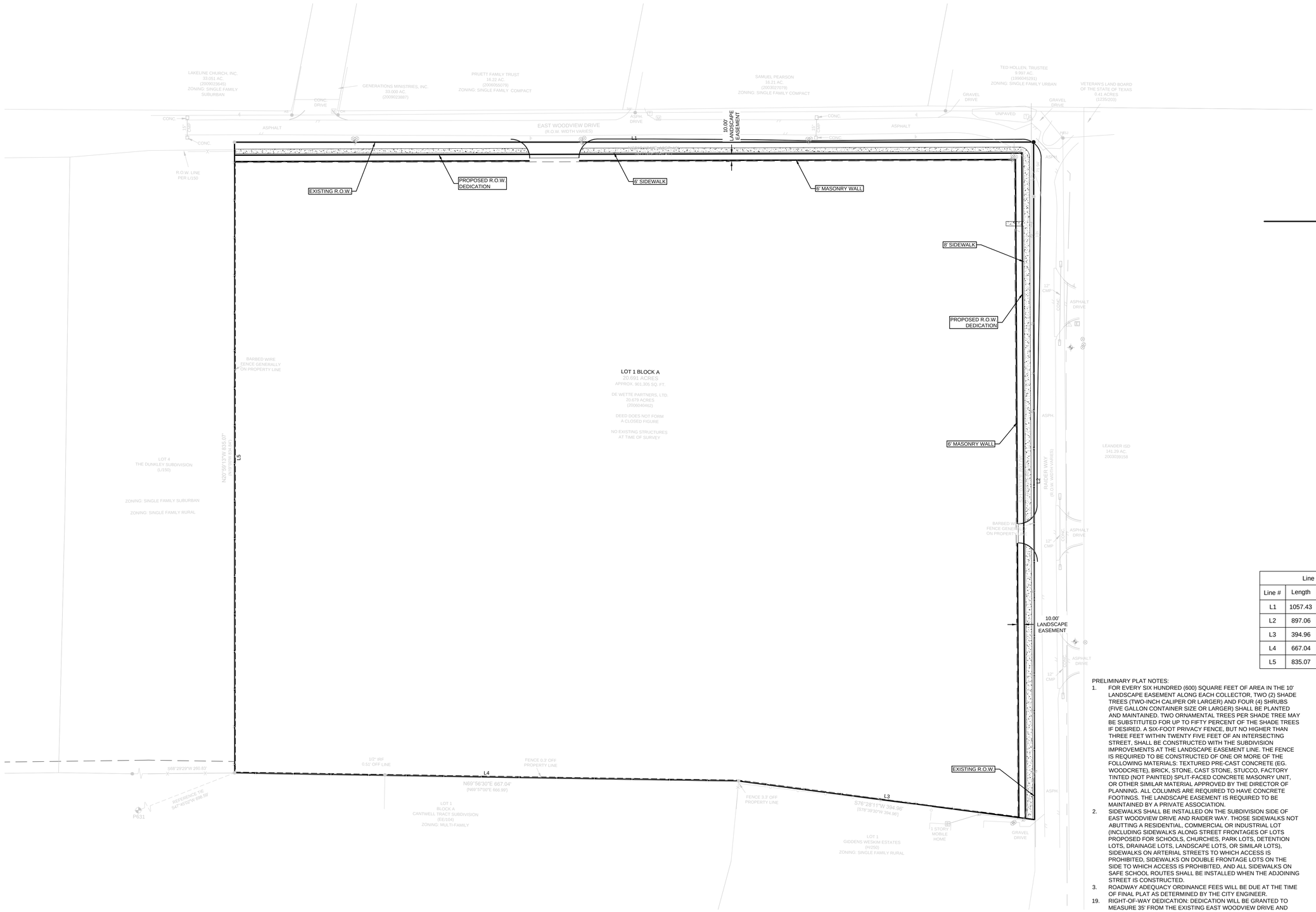

0 60' 120'
SCALE: 1" = 60'

LEGEND

BOUNDARY

Line Table		
Line #	Length	Direction
L1	1057.43	N69° 01' 00.52"E
L2	897.06	S21° 03' 36.96"E
L3	394.96	S76° 28' 10.82"W
L4	667.04	S69° 56' 29.82"W
L5	835.07	N20° 59' 12.75"W

PRELIMINARY PLAT NOTES:

1. FOR EVERY SIX HUNDRED (600) SQUARE FEET OF AREA IN THE 10' LANDSCAPE EASEMENT ALONG EACH COLLECTOR, TWO (2) SHADE TREES (TWO-INCH CALIPER OR LARGER) AND FOUR (4) SHRUBS (FIVE GALLON CONTAINER SIZE OR LARGER) SHALL BE PLANTED AND MAINTAINED. TWO ORNAMENTAL TREES PER SHADE TREE MAY BE SUBSTITUTED FOR UP TO FIFTY PERCENT OF THE SHADE TREES IF DESIRED. A SIX-FOOT PRIVACY FENCE, BUT NO HIGHER THAN THREE FEET WITHIN TWENTY FIVE FEET OF AN INTERSECTING STREET, SHALL BE CONSTRUCTED WITH THE SUBDIVISION IMPROVEMENTS AT THE LANDSCAPE EASEMENT LINE. THE FENCE IS REQUIRED TO BE CONSTRUCTED OF ONE OR MORE OF THE FOLLOWING MATERIALS: TEXTURED PRE-CAST CONCRETE (EG. WOODCRETE), BRICK, STONE, CAST STONE, STUCCO, FACTORY TINTED (NOT PAINTED) SPLIT-FACED CONCRETE MASONRY UNIT, OR OTHER SIMILAR MATERIAL APPROVED BY THE DIRECTOR OF PLANNING. ALL COLUMNS ARE REQUIRED TO HAVE CONCRETE FOOTINGS. THE LANDSCAPE EASEMENT IS REQUIRED TO BE MAINTAINED BY A PRIVATE ASSOCIATION.
2. SIDEWALKS SHALL BE INSTALLED ON THE SUBDIVISION SIDE OF EAST WOODVIEW DRIVE AND RAIDER WAY. THOSE SIDEWALKS NOT ABUTTING A RESIDENTIAL, COMMERCIAL OR INDUSTRIAL LOT (INCLUDING SIDEWALKS ALONG STREET FRONTAGES OF LOTS PROPOSED FOR SCHOOLS, CHURCHES, PARK LOTS, DETENTION LOTS, DRAINAGE LOTS, LANDSCAPE LOTS, OR SIMILAR LOTS), SIDEWALKS ON ARTERIAL STREETS TO WHICH ACCESS IS PROHIBITED, SIDEWALKS ON DOUBLE FRONTAGE LOTS ON THE SIDE TO WHICH ACCESS IS PROHIBITED, AND ALL SIDEWALKS ON SAFE SCHOOL ROUTES SHALL BE INSTALLED WHEN THE ADJOINING STREET IS CONSTRUCTED.
3. ROADWAY ADEQUACY ORDINANCE FEES WILL BE DUE AT THE TIME OF FINAL PLAT AS DETERMINED BY THE CITY ENGINEER.

19. RIGHT-OF-WAY DEDICATION: DEDICATION WILL BE GRANTED TO MEASURE 35' FROM THE EXISTING EAST WOODVIEW DRIVE AND RAIDER WAY CENTERLINE BASED ON FIELD SURVEY BY CHAPARRAL SURVEYING UPDATED ON 4/28/2014. THE DEDICATION WILL ALLOW FOR THE FUTURE 70' OF RIGHT-OF-WAY BASED ON THE 2007 ROADWAY PLAN - REVISION 4.

811 Know what's below. Call before you dig.

NO.	DATE	REVISION	APPROVAL

PELOTON LAND SOLUTIONS
7004 BEE CAVE ROAD
BUILDING 2, SUITE 100
AUSTIN, TX 78746
PHONE: 512-831-7700
TX FIRM NO 12207

WOODVIEW VILLAGE

STATE OF TEXAS
DARREN L. WEBER
LICENSED
PROFESSIONAL ENGINEER
6/5/15

PRELIMINARY PLAT
WOODVIEW VILLAGE
LEANDER, TEXAS

JOSEPH HOOVER COMPANY

DEVELOPER:
DRAWN/DESIGNED BY:
EIT/PROJECT MANAGER:
SR. PROJECT MANAGER:
PROJECT #:

SHEET
4
OF 7

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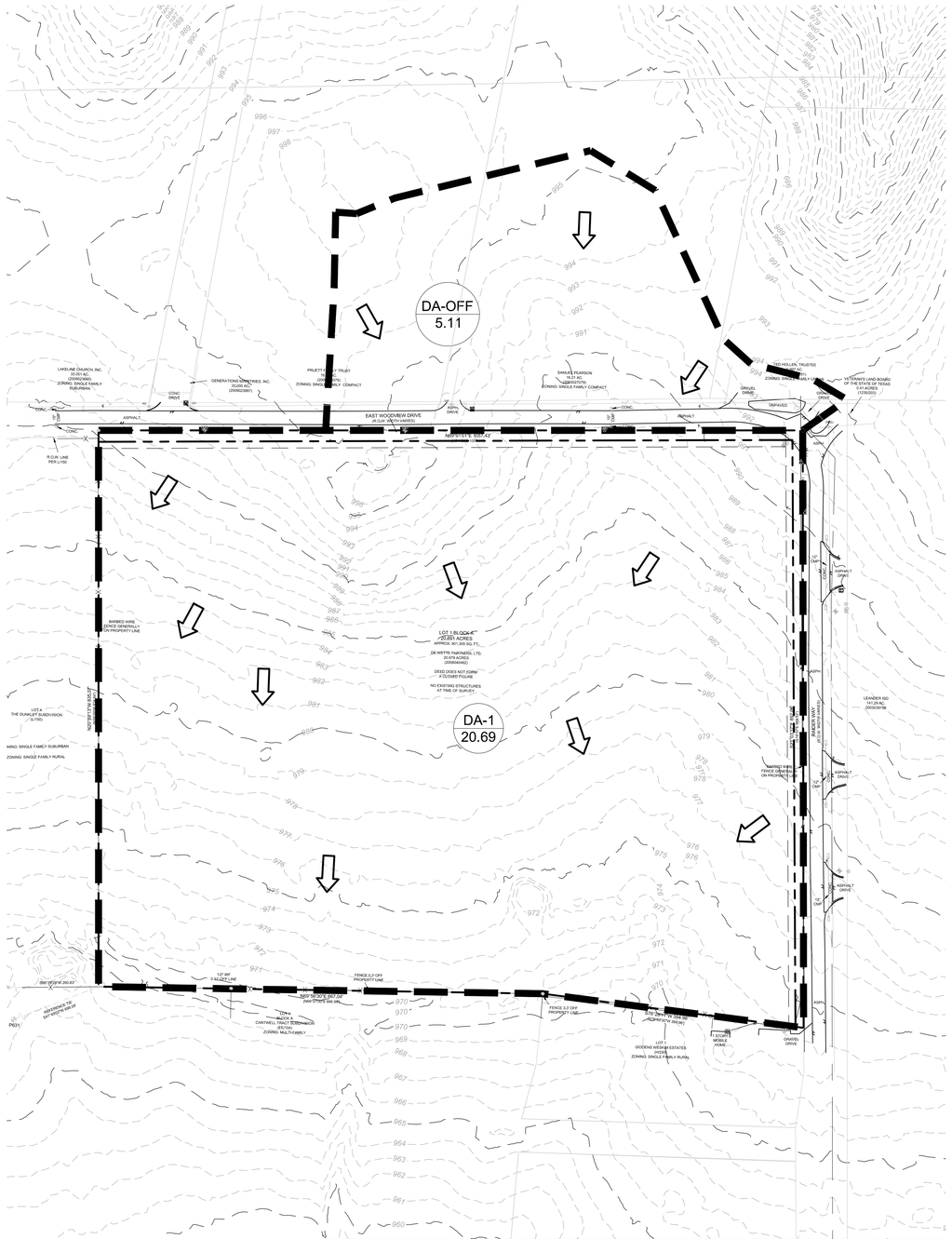
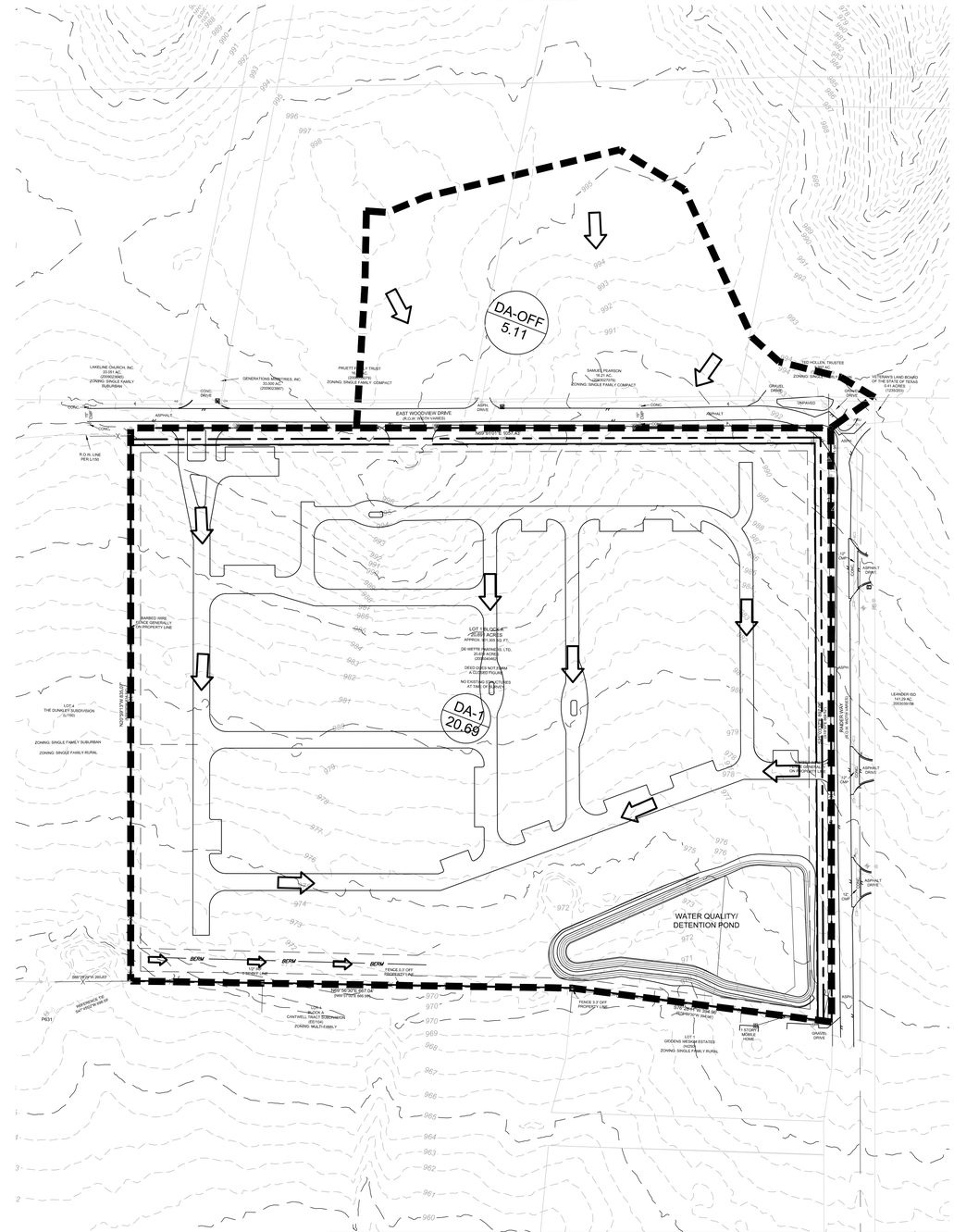


EXISTING CONDITIONS DRAINAGE/DISCHARGE CALCULATIONS											
DRAINAGE AREA	AREA (AC.)	AREA (MI^2)	I.C. AREA (AC)	I.C %	SCS RUNOFF NUMBER	TIME OF CONC. (MIN)	Lag Time (min)	Q_2 (CFS)	Q_{10} (CFS)	Q_{25} (CFS)	Q_{100} (CFS)
DA-OFF	5.110	0.0080	0.533	10.4	77.0	11.1	6.6	7.6	18.5	25.2	36.4
DA-1	20.025	0.0313	0	0.0	73.0	13.3	8.0	20.1	58.8	83.3	124.9
OUTFALL	-	-	-	-	-	-	-	27.5	76.9	108.0	161.0

PROPOSED



PROPOSED CONDITIONS DRAINAGE/DISCHARGE CALCULATIONS											
DRAINAGE AREA	AREA (AC.)	AREA (MI^2)	I.C. AREA (AC)	I.C %	SCS RUNOFF NUMBER	TIME OF CONC. (MIN)	Lag Time (min)	Q_2 (CFS)	Q_{10} (CFS)	Q_{25} (CFS)	Q_{100} (CFS)
DA-OFF	5.110	0.0080	0.533	10.4	77.0	11.1	6.6	7.6	18.5	25.2	36.4
DA-1	20.025	0.0313	10.013	50.0	85.5	12.1	7.3	46.5	90.0	115.2	156.9
OUTFALL	-	-	-	-	-	-	-	24.1	38.4	60.3	112.8

0 100' 200'
SCALE: 1" = 100'

NO.	DATE	REVISION	APPROVAL

PELOTON LAND SOLUTIONS
7004 BEE CAVE ROAD
BUILDING 2, SUITE 100
AUSTIN, TX 78746
PHONE: 512-831-7700
TX FIRM NO 12207

STATE OF TEXAS
DARREN L. WEBER
LICENSED
PROFESSIONAL ENGINEER
6/5/15

WOODVIEW VILLAGE

DRAINAGE PLAN
WOODVIEW VILLAGE
LEANDER, TEXAS

JOSEPH HOOVER
COMPANY

811
Know what's below.
Call before you dig.

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DRAWN/DESIGNED BY:
EIT/PROJECT MANAGER:
SR. PROJECT MANAGER:
PROJECT #:

SHEET
5
OF 7

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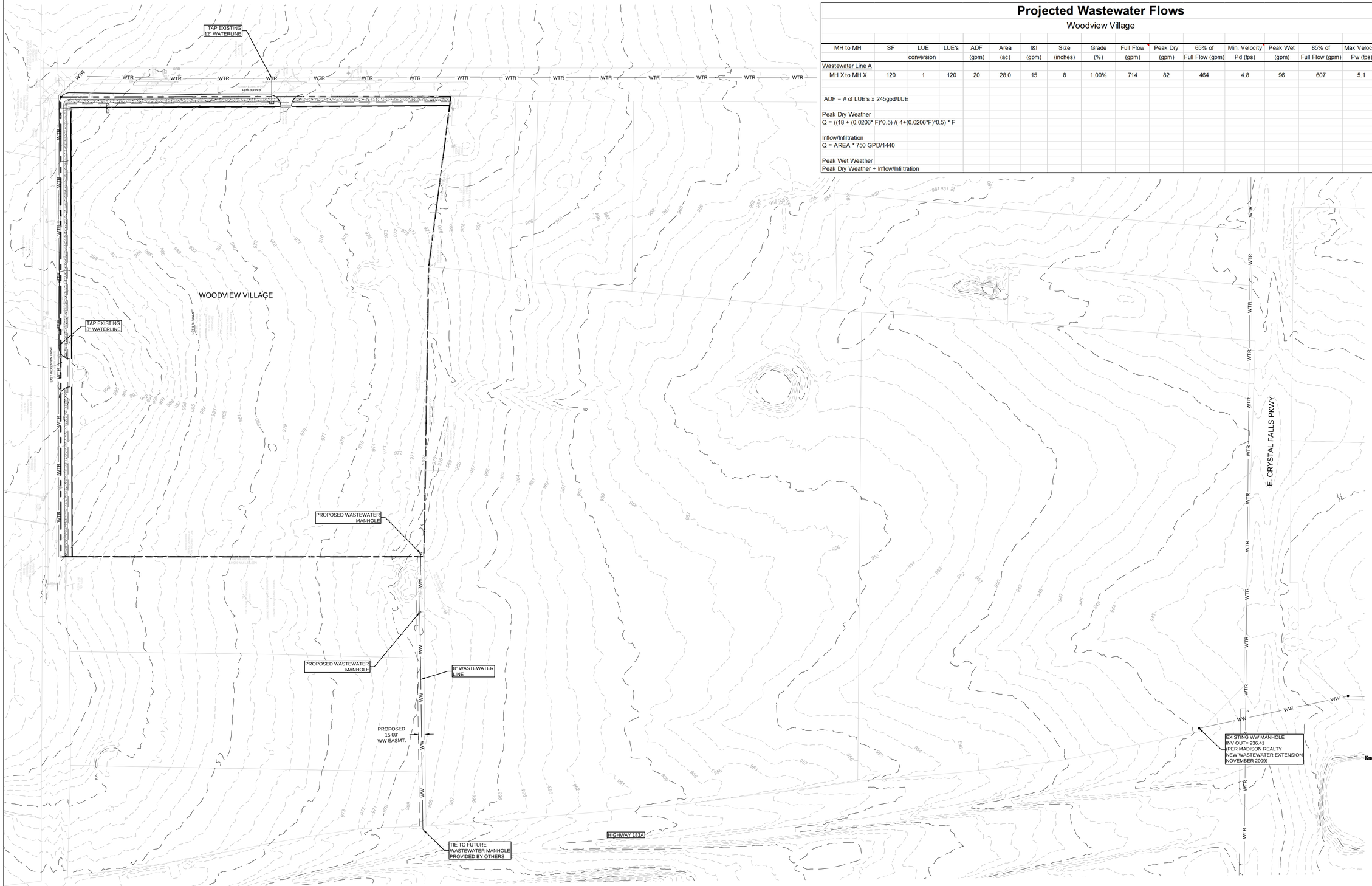

Projected Wastewater Flows

Woodview Village

MH to MH	SF	LUE conversion	LUE's	ADF (gpm)	Area (ac)	I&I (gpm)	Size (inches)	Grade (%)	Full Flow (gpm)	Peak Dry (gpm)	65% of Full Flow (gpm)	Min. Velocity Pd (fps)	Peak Wet (gpm)	85% of Full Flow (gpm)	Max Velocity Pw (fps)
Wastewater Line A															
MH X to MH X	120	1	120	20	28.0	15	8	1.00%	714	82	464	4.8	96	607	5.1

ADF = # of LUE's x 245gpd/LUE

Peak Dry Weather
Q = ((18 + (0.0206* F)^0.5) /(4+(0.0206*F)^0.5) * F

Inflow/Infiltration
Q = AREA * 750 GPD/1440

Peak Wet Weather
Peak Dry Weather + Inflow/Infiltration

NO.	DATE	REVISION	APPROVAL

PELOTON LAND SOLUTIONS
7004 BEE CAVE ROAD
BUILDING 2, SUITE 100
AUSTIN, TX 78746
PHONE: 512-831-7700
TX FIRM NO 12207

STATE OF TEXAS
DARREN L. WEBER
LICENSED PROFESSIONAL ENGINEER
6/5/15

UTILITY PLAN

WOODVIEW VILLAGE
LEANDER, TEXAS

JOSEPH HOOVER COMPANY

811 Know what's below. Call before you dig.

DEVELOPER:
DRAWN/DESIGNED BY:
EIT/PROJECT MANAGER:
SR. PROJECT MANAGER:
PROJECT #:

SHEET
6
OF 7

WOODVIEW VILLAGE

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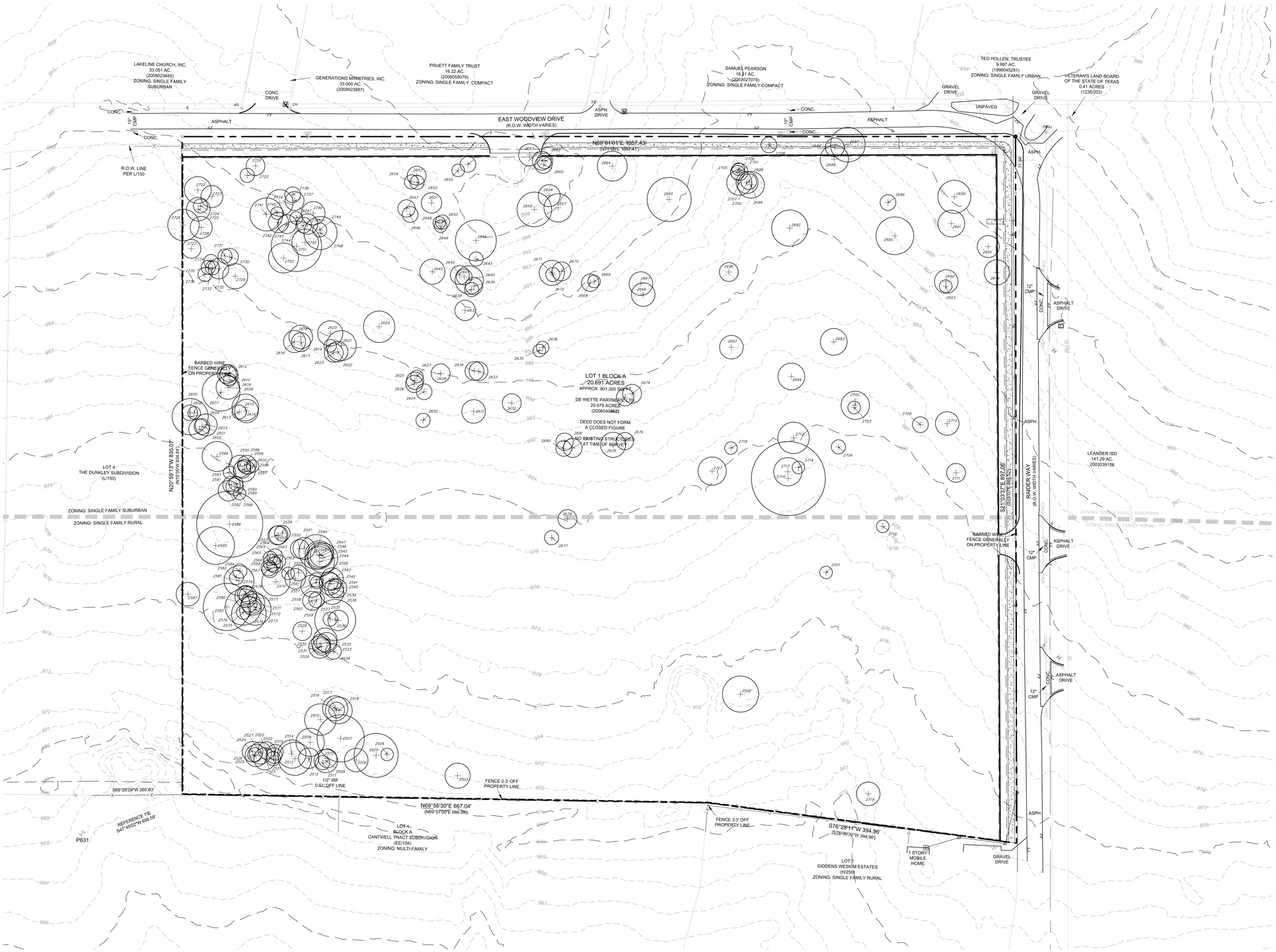

0 60' 120'

SCALE: 1" = 60'

TREE TABLE

NOTE: AN 'M' FOLLOWING THE TREE SIZE REPRESENTS A MULTI-TRUNKED TREE

TREE TAG#	SIZE/SPECIES
2501	8" ELM
2502	23"M LO
2503	16"M ELM
2504	8" LO
2505	28" LO
2506	15"M ELM
2507	30" LO
2508	18" LO
2509	15"M LO
2510	12" LO
2511	9" LO
2512	13"M LO
2513	21"M LO
2514	18"M LO
2515	20" LO
2516	16" LO
2517	10" LO
2518	17"M LO
2519	10" LO
2520	10" LO
2521	9" LO
2522	11" LO
2523	14" LO
2524	13" LO
2525	14" LO
2526	9" LO
2527	14"M LO
2528	12" ELM
2529	14" LO
2530	12" LO
2531	11" LO
2532	15"M LO
2533	13" LO
2534	10" LO
2535	26"M LO
2536	13"M LO
2537	9" LO
2538	15"M ELM
2539	12" LO
2540	12"M LO
2541	14" LO
2542	14" LO
2543	12" LO
2544	19" LO
2545	19" LO
2546	14" LO
2547	16" LO
2548	18"M LO
2549	22"M LO
2550	12"M LO
2551	14" LO
2552	12" ELM
2553	12" LO
2554	10" LO
2555	10" LO
2556	9" LO
2557	8" LO
2558	14" LO
2559	10" LO
2560	12" LO
2561	13"M LO
2562	8" LO
2563	8" LO
2564	10" LO
2565	11" LO
2566	10" LO
2567	10" LO
2568	10" LO
2569	9" LO
2570	18" LO
2571	15"M LO
2572	8" LO
2573	20"M LO
2574	22"M LO
2575	9" LO
2576	23"M LO
2577	14"M LO
2578	11" LO
2579	10" LO
2580	10" LO
2581	19"M LO
2582	9" LO
2583	30"M LO
2584	9" ELM
2585	24"M LO
2586	42"M LO
2587	15" LO
2588	8" LO
2589	11" LO
2590	9" LO
2591	11"M LO
2592	13"M LO
2593	8" LO
2594	19"M LO
2595	14" LO
2596	11"M LO
2597	14" LO
2598	8" LO
2599	12" LO
2600	8" LO
2601	10" LO
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2605	10" LO
2606	8" LO
2607	24"M LO
2608	15"M LO
2609	8" LO
2610	12"M LO
2611	12" LO
2612	11" LO
2613	9" ELM
2614	15"M LO
2615	17"M LO
2616	14"M LO
2617	12" LO
2618	15" LO
2619	8" LO
2620	16" LO
2621	19"M LO
2622	13" LO
2623	12" LO
2624	10" LO
2625	11" LO
2626	11" LO
2627	8" LO
2628	12" LO
2629	20"M LO
2630	9" LO
2631	15"M LO
2632	12"M LO
2633	12" LO
2634	12"M LO
2635	8" LO
2636	8" LO
2637	13"M LO
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2655	8" LO
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2657	18"M LO
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2664	19"M LO
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2666	15"M LO
2667	15"M LO
2668	11"M LO
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2670	12" LO
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2677	9" LO
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2679	12" LO
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2689	18"M LO
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2713	18"M LO
2714	8" ELM
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2718	8" LO
2719	15"M ELM
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2722	17"M LO
2723	14" LO
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2727	12" LO
2728	14" LO
2729	16" LO
2730	11" LO
2731	9" LO
2732	13"M LO
2733	9" LO
2734	9" LO
2735	9" LO
2736	9" LO
2737	12" LO
2738	10" LO
2739	17"M LO
2740	8" LO
2741	21"M LO
2742	13"M LO
2743	12" LO
2744	10" LO
2745	13" LO
2746	15"M LO
2747	8" LO
2748	21"M LO
2749	9" LO
2750	17"M LO
2751	32"M LO
2752	19"M LO

Know what's below. Call before you dig.

NO.	DATE	REVISION	APPROVAL

PELOTON LAND SOLUTIONS
7004 BEE CAVE ROAD
BUILDING 2, SUITE 100
AUSTIN, TX 78746
PHONE: 512-831-7700
TX FIRM NO 12207

WOODVIEW VILLAGE

STATE OF TEXAS
DARREN J. WEBER
LICENSED
PROFESSIONAL ENGINEER
6/5/15

TREE SURVEY

WOODVIEW VILLAGE
LEANDER, TEXAS

JOSEPH HOOVER COMPANY

DEVELOPER:
DRAWN/DESIGNED BY:
ET/FPROJECT MANAGER:
SR. PROJECT MANAGER:
PROJECT #:

SHEET
7
OF 7

L:\JOB\Hoover\JHC14001-01 - Leander 20 ac\CAD\PP\Sheets\Tree Protection Plan

Drawing: L:\JOB\Hoover\JHC14001-01 - Leander 20 ac\CAD\PP\Sheets\Tree Protection Plan
Last Saved by: Abcollier
Last Saved: 6/05/2015 12:18 PM
Plot Date/Time: 6/9/2015 3:01 PM

PELOTON
LAND SOLUTIONS

February 25, 2015

Darren Webber, PE
Peloton Land Solutions, LLC
7004 Bee Cave Road, Suite 100
Austin, Texas 78746

Robin Griffin
Senior Planner
City of Leander
Planning Department
P.O. Box 319
Leander, Texas 78646

RE: Woodview Village – PUD Zoning Application – Letter of Intent

Dear Ms. Griffin:

Please accept the following "Letter of Intent" to propose a residential development with adjustments to the Subdivision and Composite Zoning Ordinances, as required by the City of Leander's PUD zoning application. The property, more accurately described in this application, is approximately 20.7 acres and is located at the southwest corner of the intersection of East Woodview Drive and Raider Way in Leander.

The proposed project is a residential development. The configuration of the project respects the intent of the Subdivision and Composite Zoning Ordinances, but does not strictly adhere to the ordinances in an effort to more harmoniously address the enhancement of natural features, community facilities, circulation patterns and surrounding properties and neighborhoods.

The general configuration as shown and detailed on the attached illustrations will meet or exceed existing ordinances for the requested base zoning. The following list outlines some of the ways the proposed PUD is unique and enhances the residential living environment within the proposed district.

- Type A architecture standards selected for this community are above and beyond the City's Type B requirements typical for this development
- Site Plan development as opposed to standard subdivision allows the units to be placed as to preserve trees and natural features
- Enhanced safety within the community by providing a gated entry
- Private drives will be maintained by the community association

- Parkland throughout Woodview Village preserving the natural features and providing approximately 1,950 of linear feet of concrete hike and bike trails as a portion of a trail corridor identified in Leander's *City Parks, Recreation & Open Space Master Plan* (C9 Trail). In addition, internal trails provide access throughout the community.
- Provide a 6' stone masonry wall along the north and east sides and wrought-iron fence along the south and west sides of the project to provide additional buffer from roadways and adjacent developments
- Promote "Dark Sky" lighting standards in accordance with the Texas section of the International Dark-Sky Association.
- Street lighting is required at the intersections between the drives and public streets.
- The intent for this development is to save as many of the existing trees as possible. In addition to the existing trees saved, each unit will install 2-2" caliper trees and 10 shrubs during the construction of each residential unit.

We look forward to working with the City of Leander Staff, Planning and Zoning Commission and the City Council on this application.

Sincerely,

Darren Webber, PE
Peloton Land Solutions

ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM INTERIM SFS-2-B (SINGLE-FAMILY SUBURBAN) AND INTERIM SFR-1-B (SINGLE-FAMILY RURAL) TO PUD (PLANNED UNIT DEVELOPMENT); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

Whereas, the owner of the property described herein after (the "Property") has requested that the Property be rezoned;

Whereas, after giving at least ten days written notice to the owners of land within two hundred feet of the Property, the Planning & Zoning Commission held a public hearing on the proposed rezoning and forwarded its recommendation on the rezoning to the City Council;

Whereas, after publishing notice of the public hearing at least fifteen days prior to the date of such hearing, the City Council at a public hearing has reviewed the request and the circumstances of the Property and finds that a substantial change in circumstances of the Property, sufficient to warrant a change in the zoning of the Property, has transpired;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS, THAT:

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Amendment of Zoning Ordinance. Ordinance No. 05-018, as amended, the City of Leander Composite Zoning Ordinance (the "Zoning Ordinance" or "Code"), is hereby modified and amended by rezoning the Property as set forth in Section 3.

Section 3. Applicability. This ordinance applies to the following parcels of land, which is herein referred to as the "Property:" That certain parcels of land being 20.679 acres, more or less, located in Leander, Williamson County, Texas, being more particularly described in Exhibit "D", generally located to the southwest of the intersection of East Woodview Drive and Raider Way; legally described as 20.679 acres more or less out of the E.D. Harmon Survey, more particularly described in Document Number 2006040462, Official Public Records of Williamson County, Texas, and identified by tax identification numbers R031251.

Section 4. Property Rezoned. The Zoning Ordinance is hereby amended by changing the zoning district for the Property from Interim SFS-2-B (Single-Family Suburban) and Interim SFR-1-B (Single-Family Rural) to PUD (Planned Unit Development) known as the Woodview Village PUD. The PUD shall be developed and occupied in accordance with this Ordinance, the PUD plan attached as Exhibits "A", "B", and "C" which are hereby adopted and incorporated herein for all purposes, and the Composite Zoning Ordinance to the extent not amended by this Ordinance. In the event of a conflict between the Composite Zoning Ordinance and the requirements for the Property set forth in this Ordinance, this Ordinance shall control.

Section 5. Recording Zoning Change. The City Council directs the City Secretary to record this zoning classification on the City's official zoning map with the official notation as prescribed by the City's zoning ordinance.

Section 6. Severability. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

Section 7. Open Meetings. That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Loc. Gov't. Code.

PASSED AND APPROVED on First Reading this the 16th day of July, 2015.
FINALLY PASSED AND APPROVED on this the 6th day of August, 2015.

THE CITY OF LEANDER, TEXAS	**ATTEST:**
_____	_____
Christopher Fielder, Mayor	Debbie Haile, City Secretary

EXHIBIT A: WOODVIEW VILLAGE PUD NOTES:

1. Base zoning districts:
   a. The base zoning district for the PUD is MF-2-A (Multi-Family, Type 2, Type A).

2. PUD area = 20.7 acres

3. This project will be a detached single-family residential condominium development.

4. All units will have a minimum 30' wide x 40' deep building footprint.

5. Maximum unit count: The project shall be limited to one-hundred and twenty (120) units.

6. Parkland dedication: Parkland dedication to reflect the numbers shown in the parkland dedication worksheet on the park plan sheet.

7. Hike and bike trails: The project will complete approximately 1,050 linear feet of 6-foot wide concrete hike and bike trails along the northern property line and approximately 900 linear feet of 8-foot wide concrete hike and bike trails along the eastern property line, as a portion of a trail corridor identified as a "connector" in Leander's City Parks, Recreation & Open Space Master Plan (C9 Trail).

8. Lighting: Street lighting is required at the intersections between the drives and public streets. Street lighting is optional in the interior of the project.

9. Access/Private Drives: See Exhibit "B" for detailed cross section of vehicular access easement. Minimum turning radius for the private drives is 25-feet. Private drives will have a 21- foot wide pavement width with 24-inch ribbon curbs or a 22-foot wide pavement width with 18-inch curb and gutter (FOC-FOC).

10. Residential Setbacks: See Exhibit "B" for building setback distances. Front building setbacks shall be a minimum of 15-feet from face of curb. Side building separation shall be a minimum of 10-feet. Rear building separation shall be a minimum of 20-feet. Drive side building setback shall be a minimum of 10-feet from face of access drive curb. Eave overhang is not included in calculations for minimum building separation.

11. Perimeter setbacks: minimum perimeter setback are as follows:
    a. 15-foot residential building setback on the western property line

b. 20-foot residential building setback from East Woodview Drive to the north and Raider Way to the east.
c. 15-foot residential building setback on the southern property line.

12. This project shall comply with the applicable Landscape Requirements for single-family districts as listed in Article VI of the Composite Zoning Ordinance. In addition, this project shall comply with the multi-family provisions regarding Tree Preservation and Protection.

13. Internal fencing is limited to wrought iron fencing or decorative tubular metal.

14. All residential product within this project shall comply with the applicable standards of the Type A Architectural Components and the Architectural Standards for single-family districts as listed in Article VII and Article VIII of the Composite Zoning Ordinance. Drives shall constitute streets with regard to this application of the ordinance. All homes shall include an enclosed garage parking space.

15. A Home Owners Association will be established to maintain the grounds and the structures.

16. Sidewalks are not required along internal drives due to trail network.

17. All houses that are adjacent to Woodview Drive or Raider Way shall be alley loaded and face Woodview Drive or Raider Way with the exception of the lots located adjacent to the drainage/detention pond area and to the south of the drive along Raider Way as shown on the Conceptual Site Layout and Land Use Plan.

18. Driveways meeting the depth requirements of the Transportation Criteria Manual will be counted toward parking requirements.

19. Exhibit C is intended to be illustrative and not limiting. Construction will generally comply with the masonry, architectural features, and garage placement as shown in the pictures contained in Exhibit C. Each model shown may be built in either the Craftsman, Prairie or Spanish style. All home construction will meet Type A architectural requirements and garage ordinance standards in effect as of the date of adoption hereof.

EXHIBIT "C"

The Village
AT WOODVIEW

AMENITY CENTER & CLUBHOUSE

June 2015

Not to scale/Illustrative purposes only

AMERICAN
HOUSING
VENTURES

The Village
AT WOODVIEW

FITNESS & RESORT POOL

June 2015

Not to scale/Illustrative purposes only

AMERICAN HOUSING VENTURES

The Village
AT WOODVIEW

MAIN ENTRY & AMENITY CENTER

The Village
AT WOODVIEW

REAR LOADED GARDEN COURT VIEW

REAR LOADED STREET SCENE VIEW

FRONT LOADED HOMES INTERIOR STREET VIEW

The Village
AT WOODVIEW

MODEL 1362
Elevation Rendering

Alley Loaded Home
1,362 Square Feet
3 Bedroom 2 Bathroom
2-Car Garage (rear)
Single Story
Craftsman Half Stone Elevation

The Village
AT WOODVIEW

MODEL 1362
"A" & Garage Ordinance Compliance

Model 1362 - Craftsman

Architectural Features

Street Elevation "Type A' base compliance:
- 6:12 Roof Pitch
- Min. 85% Masonry Facade
- Min. 10% Window/Door Openings w/ +1 arch. feature (47 s.f. of 354 s.f. = 13%)

5 Architectural Features + 1
- Gable 'Board & Batten" Detail
- Porch
- Window Shutters
- Varied Roof Heights
- Gable Accent Beam
- Masonry Wainscot

Garage Door Compliance

- Alley loaded garage exempt from garage setback requirements

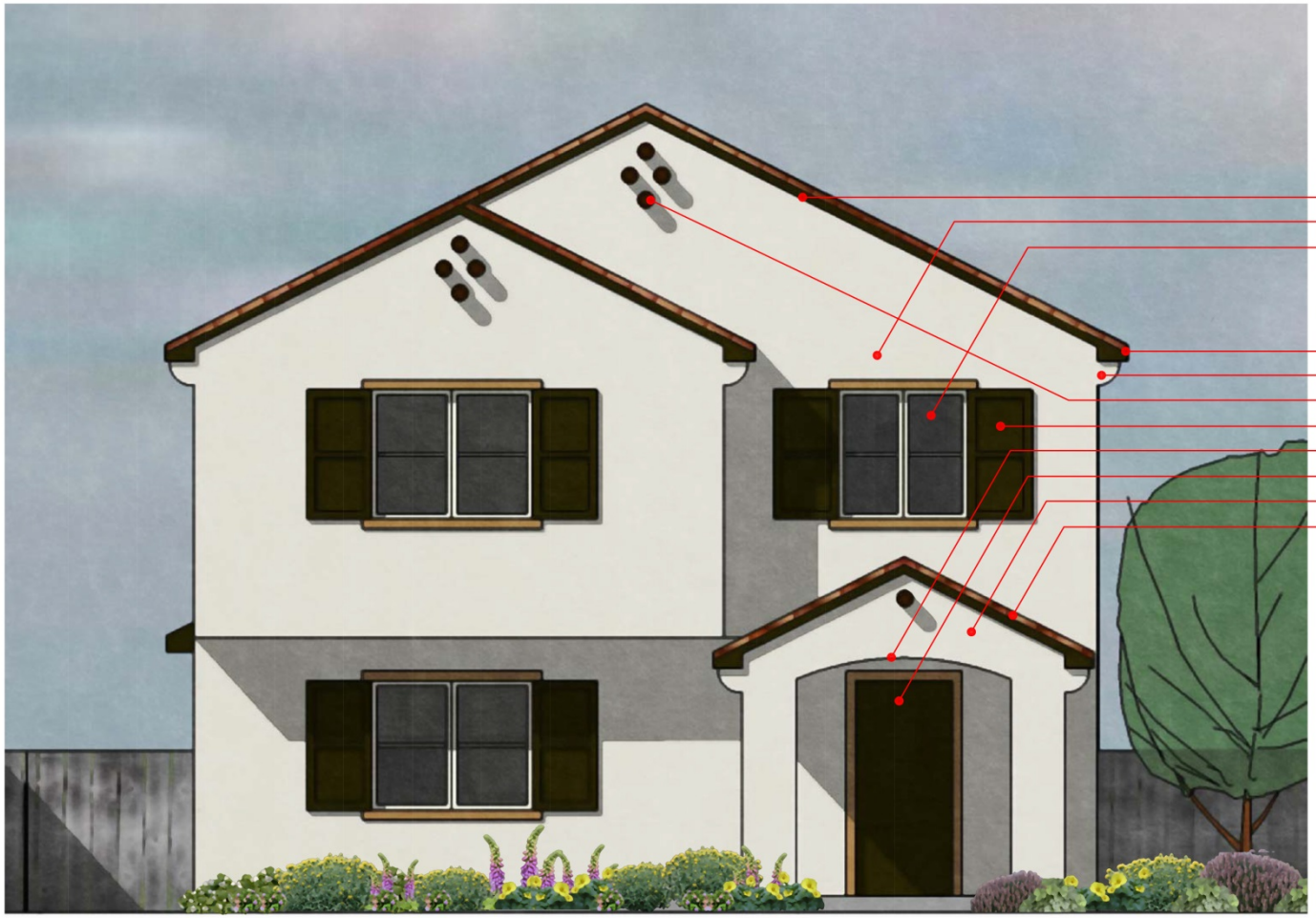
The Village
AT WOODVIEW

MODEL 1727
Elevation Rendering

Alley Loaded Home
1,727 Square Feet
3 Bedroom 2 ½ Bathroom
2-Car Garage (rear)
Two Story
Spanish Elevation

The Village
AT WOODVIEW

MODEL 1727
"A" & Garage Ordinance Compliance



Model 1727 - Spanish

Architectural Features

Street Elevation "Type A' base compliance:
- 6:12 Roof Pitch
- Min. 85% Masonry Facade
- Min. 10% Window/Door Openings w/ +1 arch. feature (90 s.f. of 659 s.f. = 13%)

5 Architectural Features + 1
- Clay Tile Roof
- Stucco Corbels
- Clay tile Attic vents
- Window Shutters
- Arches
- Porch Recess
- Stepped Elevations
- Varied Roof Heights

Garage Door Compliance

- Alley loaded garage exempt from garage setback requirements

The Village
AT WOODVIEW

MODEL 1339
Elevation Rendering

The Village
AT WOODVIEW

MODEL 1339
"A" & Garage Ordinance Compliance

Model 1339 - Prairie

Architectural Features

Street Elevation "Type A' base compliance:

- 6:12 Roof Pitch
- Min. 85% Masonry Facade
- Min. 10% Window/Door Openings w/ +1 arch. feature (47 s.f. of 354 s.f. = 13%)

5 Architectural Features + 1

- Varied Roof Heights
- Garage Accent Roof
- Horizontal Siding Pattern at Gable
- Porch
- Window Shutters
- Masonry Wainscot

Garage Door Compliance

- Garage plane max. 5' in front of adjacent ground floor living area
- Garage door includes a) natural wood appearance and b) 2' architectural roof awning feature
- Garage door less than 40% of elevation (16'-0" of 39'-11" width)

The Village
AT WOODVIEW

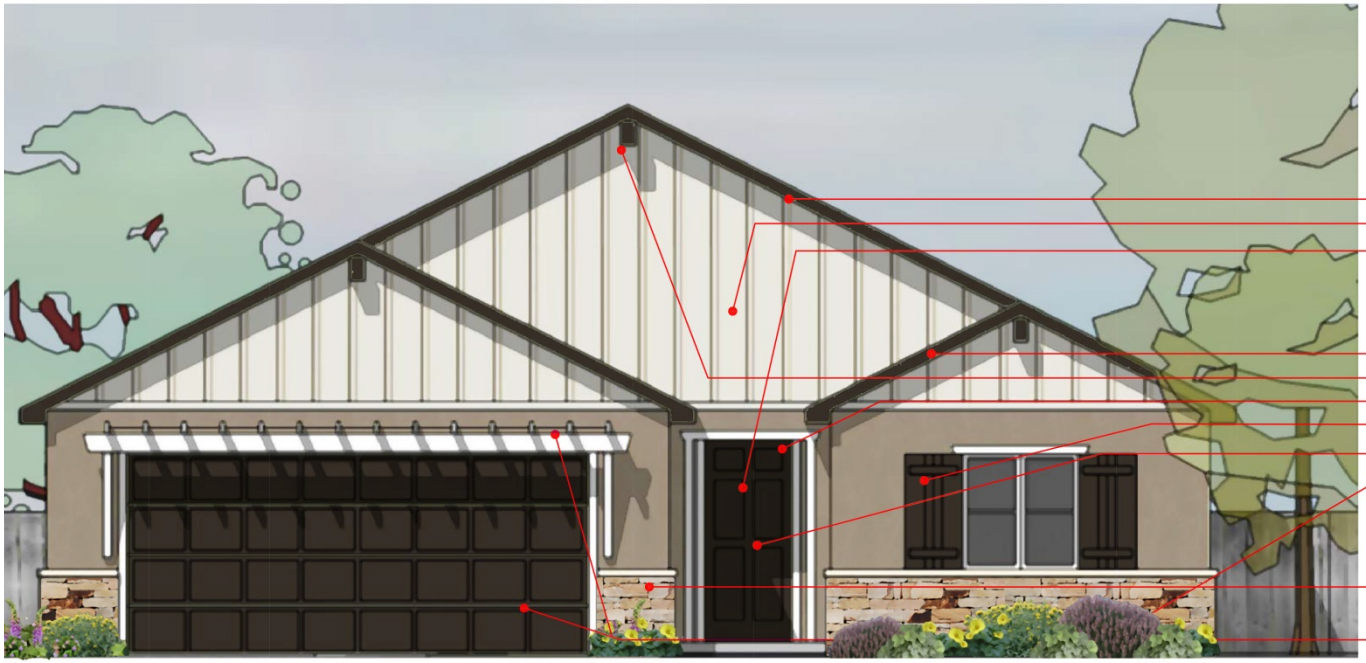
MODEL 1542
Elevation Rendering

Front Loaded Home
1,542 Square Feet
3 Bedroom 2 Bathroom
2-Car Garage (front)
Single Story
Craftsman Half Stone Elevation

AMERICAN HOUSING VENTURES

The Village
AT WOODVIEW

MODEL 1542
"A" & Garage Ordinance Compliance



Model 1542 - Craftsman

Architectural Features

Street Elevation "Type A' base compliance:

- 6:12 Roof Pitch
- Min. 85% Masonry
- Min. 15% Window/Door Openings arch. feature (124 s.f. of 489 s.f. = 25.4%)

5 Architectural Features + 1

- Varied Roof Heights
- Gable Accent Beam
- Gable 'Board & Batten" Detail
- Window Shutters
- Porch
- Masonry Wainscot

Garage Door Compliance

- Garage plane max. 5' in front of adjacent ground floor living area
- Garage door includes a) natural wood appearance and b) 2' architectural trellis awning feature
- Garage door less than 40% of elevation (16'-0" of 39'-11" width)

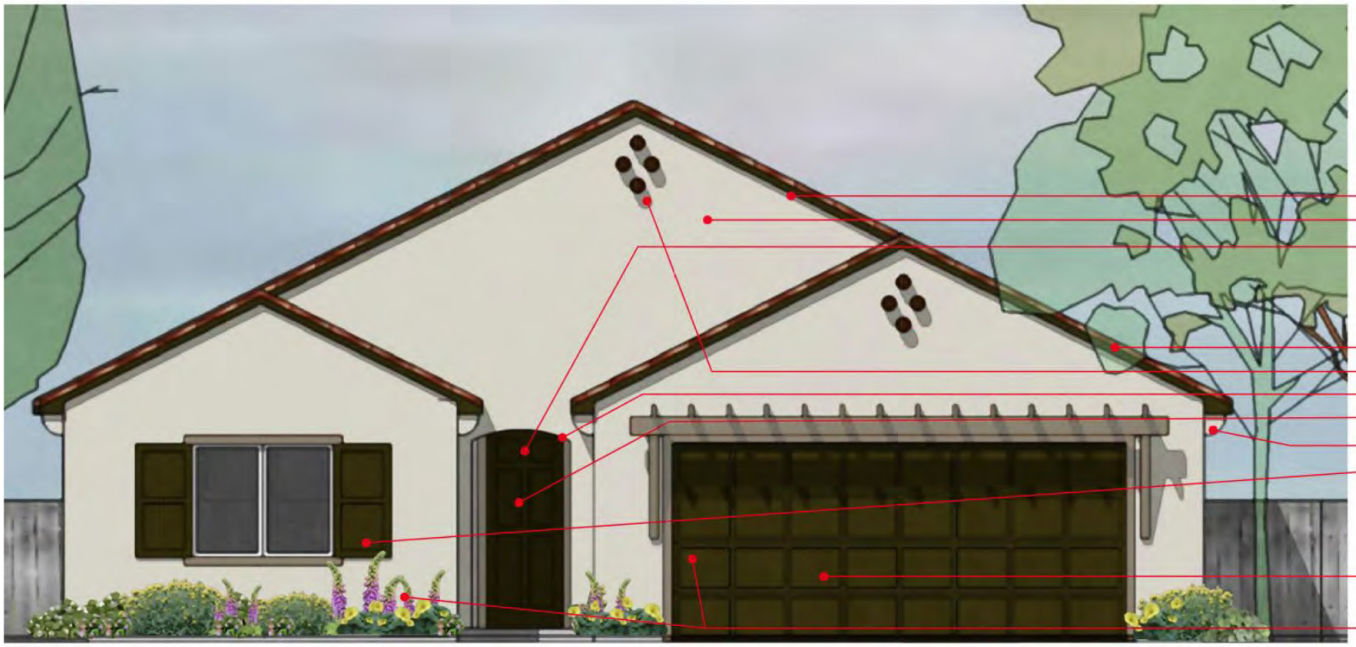
The Village
AT WOODVIEW

MODEL 1898
Elevation Rendering

Front Loaded Home
1,898 Square Feet
3 Bedroom 2 Bathroom
2-Car Garage (front)
Single Story
Spanish Elevation

The Village
AT WOODVIEW

MODEL 1898
"A" & Garage Ordinance Compliance



Model 1898 - Spanish

Architectural Features

Street Elevation "Type A' base compliance:

- 6:12 Roof Pitch
- Min. 85% Masonry
- Min. 15% Window/Door Openings arch. feature (124 s.f. of 489 s.f. = 25.4%)

5 Architectural Features + 1

- Clay Tile Roof
- Clay tile Attic vents
- Arches
- Porch Recess
- Stucco Corbels
- Window Shutters

Garage Door Compliance

- Garage plane max. 5' in front of adjacent ground floor living area
- Garage door includes a) natural wood appearance and b) 2' architectural trellis awning feature
- Garage door less than 40% of elevation (16'-0" of 39'-11" width)

The Village
AT WOODVIEW

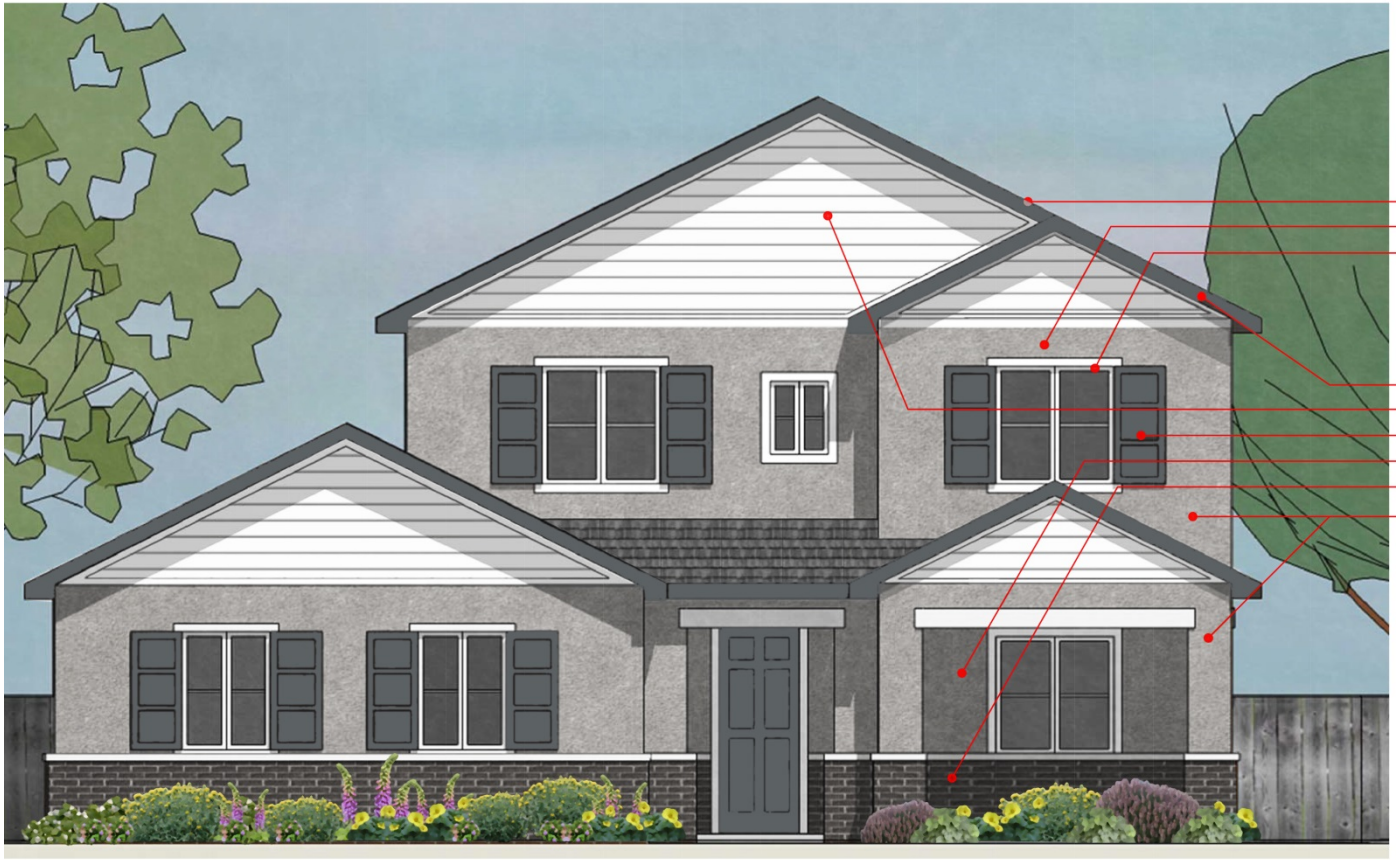
MODEL 1988
Elevation Rendering

Side Loaded Home
1,988 Square Feet
4 Bedroom 3 Bathroom
2-Car Garage (front)
Two Story
Prairie Half Brick Elevation

AMERICAN
HOUSING
VENTURES

The Village
AT WOODVIEW

MODEL 1988
"A" & Garage Ordinance Compliance



Model 1988 - Prairie

Architectural Features

Street Elevation "Type A' base compliance:

- 6:12 Roof Pitch
- Min. 85% Masonry Facade
- Min. 10% Window/Door Openings w/ +1 arch. feature (96 s.f. of 687 s.f. = 14%)

5 Architectural Features + 1

- Varied Roof Heights
- Horizontal Siding Pattern at Gables
- Window Shutters
- Porch
- Masonry Wainscot
- Stepped Elevations

Garage Door Compliance

- Alternative compliance - garage door location rotated to not face street

COMMUNITY GOVERNANCE

The Village AT WOODVIEW

WOODVIEW PLANNED UNIT DEVELOPMENT

WOODVIEW VILLAGE HOA

WOODVIEW VILLAGE CC&R'S

- Master Planned Community of High Standards
- City of Leander Type "A" Architectural Standards

WOODVIEW VILLAGE CONCEPT PLAN, PRELIMINARY PLAT & PUD

EAST WOODVIEW DRIVE AND RAIDER WAY

THE CITY OF LEANDER, TEXAS

MAY 2014

PRELIMINARY PLAT NOTES:

1. CONSTRUCTION PLANS AND SPECIFICATIONS FOR ALL SUBDIVISION IMPROVEMENTS SHALL BE REVIEWED AND APPROVED BY THE CITY OF LEANDER PRIOR TO ANY CONSTRUCTION WITHIN THE SUBDIVISION.
2. UNLESS SPECIFIED IN THE PUD AGREEMENT, ALL SUBDIVISION CONSTRUCTION AND BUILDING SETBACKS SHALL CONFORM TO THE CURRENT CITY OF LEANDER CODE OF ORDINANCES, CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
3. THE OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR THE PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF LEANDER. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR RE-PLATTING MAY BE REQUIRED, AT THE OWNER'S SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
4. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE CITY OF LEANDER WATER DISTRIBUTION AND WASTEWATER COLLECTION FACILITIES.
5. ALL WATER AND WASTEWATER SERVICE TO BE PROVIDED BY THE CITY OF LEANDER.
6. SITE DEVELOPMENT CONSTRUCTION PLANS SHALL BE REVIEWED AND APPROVED BY THE CITY OF LEANDER PRIOR TO CONSTRUCTION.
7. WASTEWATER AND WATER SYSTEMS SHALL CONFORM TO TCEQ (TEXAS COMMISSION ON ENVIRONMENTAL QUALITY) AND STATE BOARD OF INSURANCE REQUIREMENTS. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR RE-PLATTING MAY BE REQUIRED, AT THE OWNER'S SOLE EXPENSE, IF PLANS TO DEVELOP THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
8. NO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES ARE PERMITTED WITHIN DRAINAGE EASEMENTS SHOWN, EXCEPT AS APPROVED BY THE CITY OF LEANDER PUBLIC WORKS DEPARTMENT.
9. PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY CITY OF LEANDER.
10. ALL EASEMENTS OF PRIVATE PROPERTY AND AMENITY, H.O.A., DRAINAGE AND DETENTION LOTS/EASEMENTS SHALL BE MAINTAINED BY THE PROPERTY OWNER OF HIS OR HER ASSIGNS. THE HOMEOWNER'S ASSOCIATION WILL MAINTAIN ALL LANDSCAPE LOTS.
11. TEMPORARY AND PERMANENT EASEMENTS TO BE PROVIDED AS REQUIRED FOR OFF-SITE WATER, WASTEWATER AND DRAINAGE IMPROVEMENTS.
12. THIS SITE IS LOCATED WITH WITHIN THE EDWARDS AQUIFER CONTRIBUTING ZONE. DEVELOPMENT OF THE SITE WILL COMPLY WITH ALL APPLICABLE TCEQ EDWARDS AQUIFER RULES.
13. PARKLAND TO BE IN ACCORDANCE WITH THE PLANNED UNIT DEVELOPMENT.
14. THIS PROJECT IS LOCATED WITHIN THE CITY OF LEANDER CITY LIMITS.
15. THIS PRELIMINARY PLAT IS SUBJECT TO A PLANNED UNIT DEVELOPMENT.
16. NO PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF THE F.E.M.A. ZONE AE 100 YEAR FLOODPLAIN AS SHOWN ON THE F.E.M.A. FIRM PANEL 48491C0455E FOR WILLIAMSON COUNTY, TEXAS, EFFECTIVE DATE SEPTEMBER 26, 2008.
17. ALL EASEMENTS OF RECORD ARE SHOWN OR NOTED ON THE PRELIMINARY PLAT AS FOUND IN THE TITLE COMMITMENT, PREPARES BY FIDELITY NATIONAL TITLE INSURANCE COMPANY
    G.F. NO: 137480JP
    EFFECTIVE DATE: 11/22/2013
    ISSUED: 12/3/2013
18. BASED ON MAXIMUM NUMBER OF UNITS PER PUD, A TIA WILL NOT BE REQUIRED.

ENGINEER: PELOTON LAND SOLUTIONS
7004 BEE CAVE ROAD
BUILDING 2, SUITE 100
AUSTIN, TX 78746
(512) 831-7700

SURVEYOR: CHAPARRAL PROFESSIONAL LAND SURVEYING, INC.
3500 McCALL LANE
AUSTIN, TX 78744
(512) 443-1724
(512) 389-0943 FAX

OWNER: DEWETTE PARTNERS, LTD
12501 LONGHORN PKWY.
APT. A364
AUSTIN, TX 78732

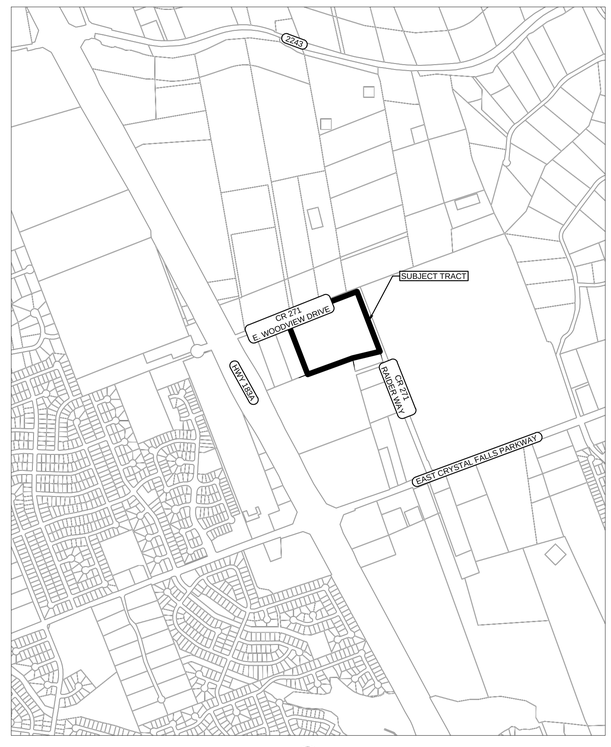
BENCHMARK #1:

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS) FOR CHAPARRAL CONTROL POINT "P631".
SPINDLE WITH WASHER SET IN CONCRETE

TEXAS CENTRAL ZONE STATE
PLANE COORDINATES:
N 10179263.49
E 3085255.95

SURFACE COORDINATES:
N 10180591.44
E 3085658.44

ELEVATION = 962.82'
VERTICAL DATUM: NAVD 88 (GEOID 99)



0 1,000' 2,000'
SCALE: 1" = 1,000'

LEGAL DESCRIPTION

A LAND TITLE SURVEY OF 20.691 ACRES (APPROXIMATELY 901,305 SQ. FT.) IN THE E. D. HARMON SURVEY, ABSTRACT NO. 6 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A 20.679 ACRE TRACT CONVEYED TO DE WETTE PARTNERS, LTD., IN A WARRANTY DEED DATED MAY 1, 2006 AND RECORDED IN DOCUMENT NO. 2006040462 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

SHEET INDEX

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	EXISTING CONDITIONS
3	CONCEPT PLAN, CONCEPTUAL SITE LAYOUT & LAND USE PLAN
4	PRELIMINARY PLAT
5	DRAINAGE PLAN
6	UTILITY PLAN
7	TREE SURVEY

ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAIN WITH THE ENGINEER WHO PREPARED THEM. IN APPROVING THESE PLANS, THE CITY OF LEANDER MUST RELY UPON THE ADEQUACY OF THE DESIGN ENGINEER.

SUBMITTED BY : DATE 6/5/15

DARREN WEBBER
REGISTERED PROFESSIONAL ENGINEER NO. 92744
PELOTON LAND SOLUTIONS
7004 BEE CAVE ROAD, BUILDING 2 SUITE 100
AUSTIN, TEXAS 78746
PH. (512) 831-7700

STATE OF TEXAS
DARREN L. WEBBER
92744
LICENSED
PROFESSIONAL ENGINEER

NO.	DATE	REVISION	APPROVAL

PELOTON LAND SOLUTIONS
7004 BEE CAVE ROAD
BUILDING 2, SUITE 100
AUSTIN, TX 78746
PHONE: 512-831-7700
TX FIRM NO 12207

WOODVIEW VILLAGE

COVER SHEET

WOODVIEW VILLAGE
LEANDER, TEXAS

JOSEPH HOOVER COMPANY

DEVELOPER:
DRAWN/DESIGNED BY:
EIT/PROJECT MANAGER:
SR. PROJECT MANAGER:
PROJECT #:

L:\JOB\Hoover\JHC14001-01 - Leander 20 ac\CAD\PP\Sheets\Cover Sheet

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Last Saved by: jhooters
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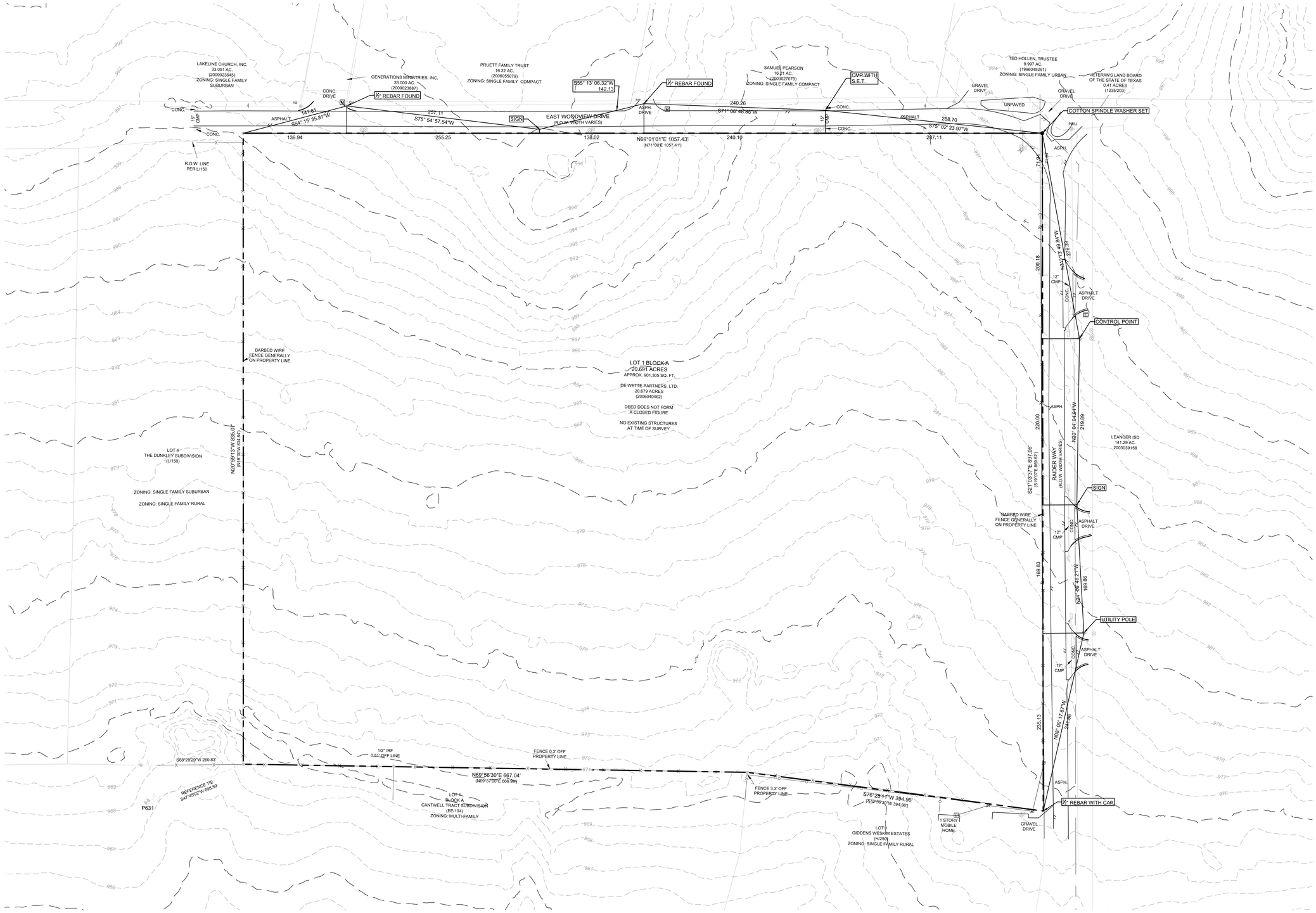
NOTE:
CONTOUR DATA IS 2012 LIDAR FROM WILLIAMSON COUNTY.

0 60' 120'
SCALE: 1" = 60'



NO.	DATE	REVISION	APPROVAL

PELOTON LAND SOLUTIONS
7004 BEE CAVE ROAD
BUILDING 2, SUITE 100
AUSTIN, TX 78746
PHONE: 512-831-7700
TX FIRM NO 12207

WOODVIEW VILLAGE

STATE OF TEXAS
DARREN L. WEBBER
LICENSED
PROFESSIONAL ENGINEER
6/5/15

EXISTING CONDITIONS

WOODVIEW VILLAGE
LEANDER, TEXAS

JOSEPH HOOVER COMPANY

811 Know what's below. Call before you dig.

DEVELOPER:
DRAWN/DESIGNED BY:
EIT/PROJECT MANAGER:
SR. PROJECT MANAGER:
PROJECT #:

SHEET
2
OF 7

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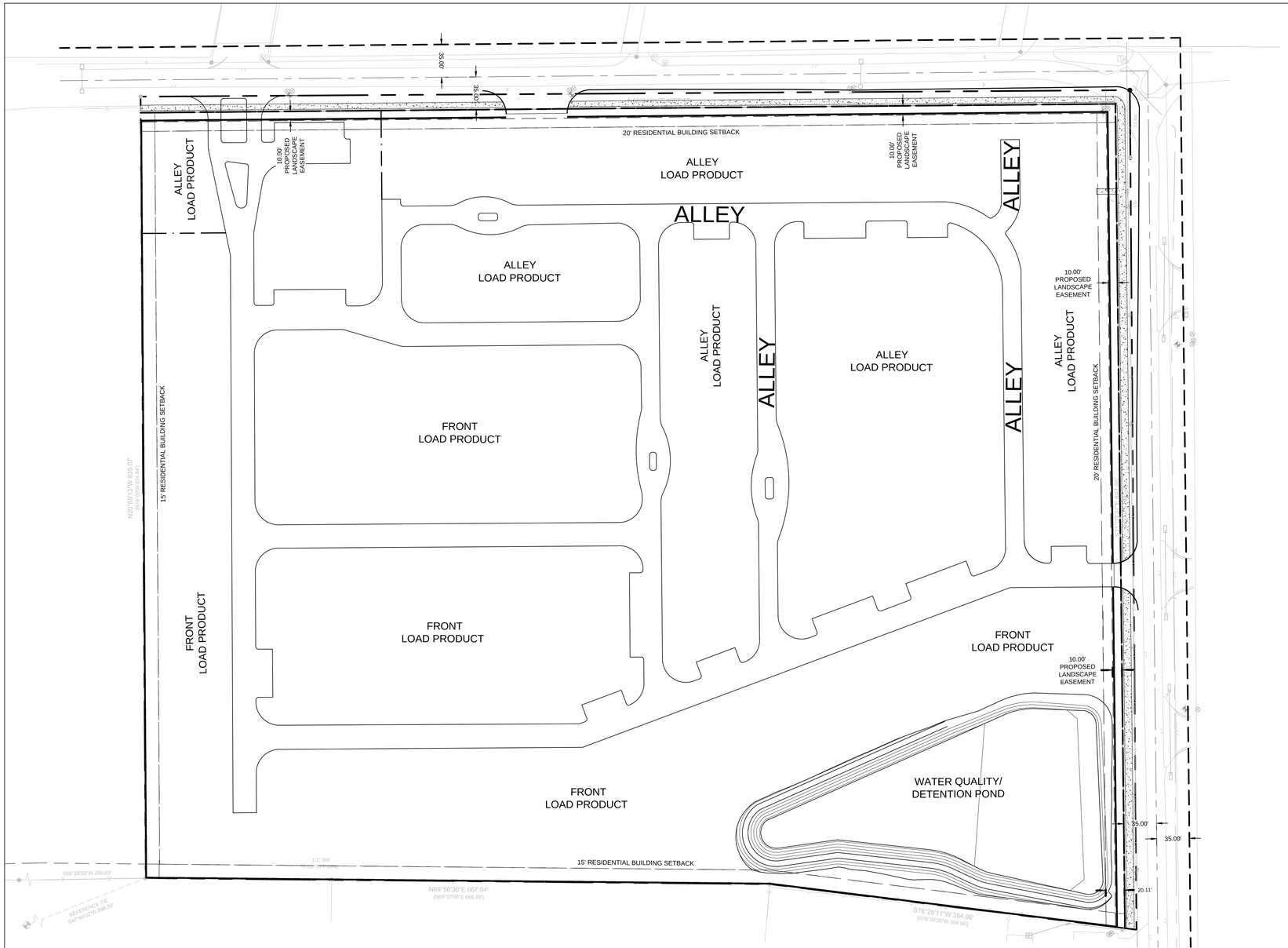


This layout is conceptual. The layout has not been reviewed for compliance with the Composite Zoning Ordinance.

CONCEPTUAL PARKLAND AREAS

1. Amenity Center	1.41 acres
2. West Trail	0.49 acres
3. South Trail	1.27 acres
	3.17 total acres

NOTES

1. The parkland calculations are conceptual and final parkland fees will be based upon the final number of units.
2. One contiguous parkland area is required to be a minimum size of 1.2 acres. Perimeter trail areas do not qualify.

WOODVIEW VILLAGE PUD PARKLAND DEDICATION WORKSHEET

Units	Park Land Required	Park Land Proposed	Parkland Deficit	Deficit Fee in-Lieu Value*	Rec. Imp. Fee Required**	Proposed Facilities
120	4.2		1.03	$ 24,279.00	$ 42,000.00	
		1.41				Amenity Center (Pool, Cabana/Cottage)
		1.76				Trail
TOTALS:	**4.2**	**3.17**	**1.03**	**$ 24,279.00**	**$ 42,000.00**	

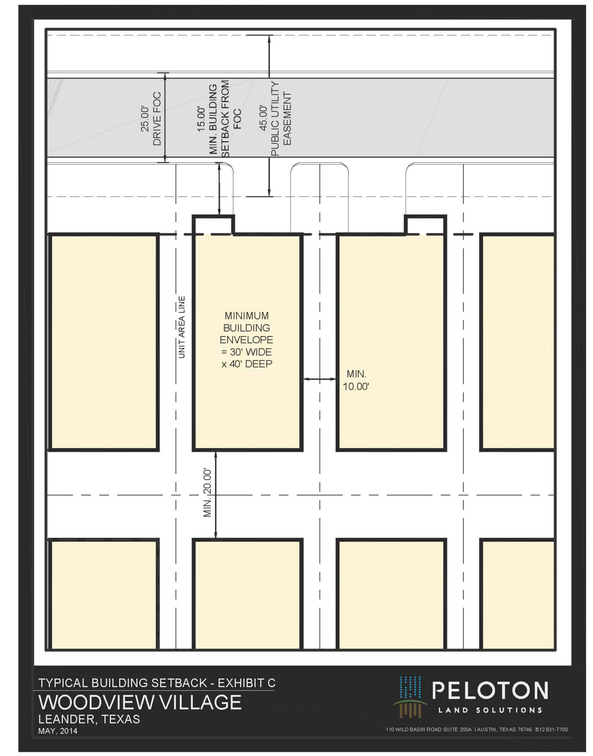
* Parkland deficit fee in-lieu value to be paid to the City ($24,279).

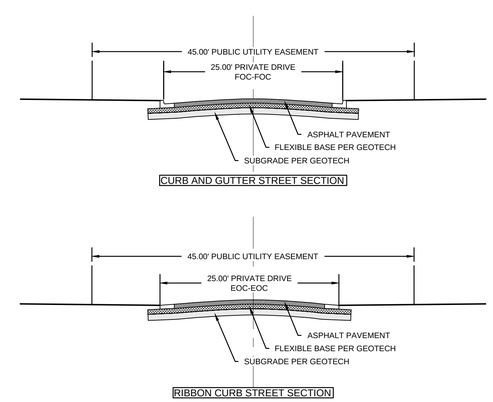
** Recreation improvement fee to be used to construct private amenity center and trail facilities ($42,000).

LEGEND

- RIGHT OF WAY
- PROPOSED NEW R.O.W.
- MASONRY WALL
- WROUGHT IRON FENCE

0 60' 120'
SCALE: 1" = 60'





TYPICAL DRIVE SECTIONS - EXHIBIT B

NO.	DATE	REVISION	APPROVAL

PELOTON LAND SOLUTIONS
7004 BEE CAVE ROAD
BUILDING 2, SUITE 100
AUSTIN, TX 78746
PHONE: 512-831-7700
TX FIRM NO 12207

STATE OF TEXAS
DARREN L. WEBER
LICENSED PROFESSIONAL ENGINEER
7/1/15

CONCEPTUAL SITE PLAN, CONCEPT PLAN, LAYOUT & LAND USE PLAN

WOODVIEW VILLAGE
LEANDER, TEXAS

JOSEPH HOOVER COMPANY

DEVELOPER:
DRAWN/DESIGNED BY:
EIT/PROJECT MANAGER:
SR. PROJECT MANAGER:
PROJECT #:

SHEET 3 OF 7

WOODVIEW VILLAGE

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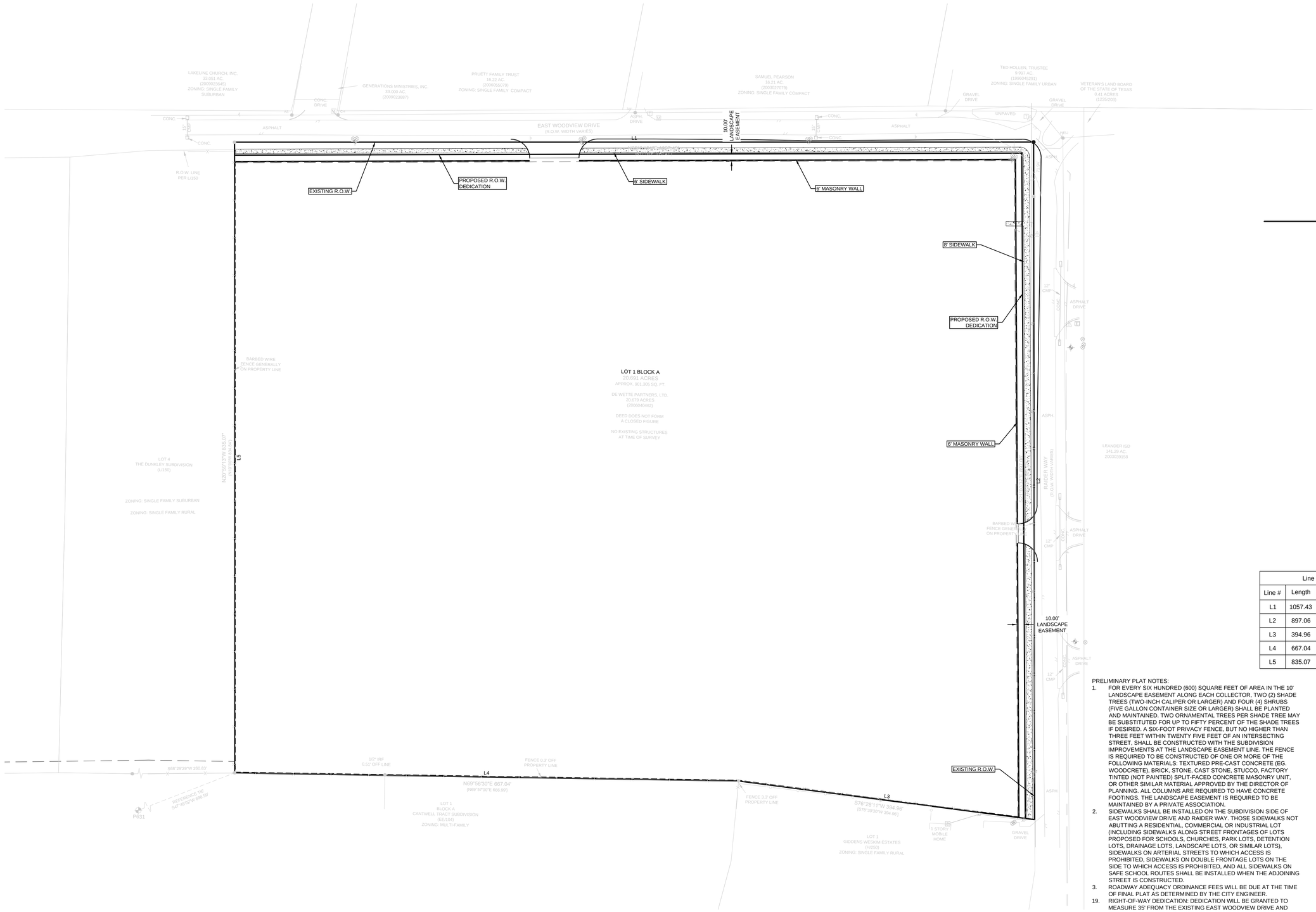

0 60' 120'
SCALE: 1" = 60'

LEGEND

BOUNDARY

Line Table		
Line #	Length	Direction
L1	1057.43	N69° 01' 00.52"E
L2	897.06	S21° 03' 36.96"E
L3	394.96	S76° 28' 10.82"W
L4	667.04	S69° 56' 29.82"W
L5	835.07	N20° 59' 12.75"W

PRELIMINARY PLAT NOTES:

1. FOR EVERY SIX HUNDRED (600) SQUARE FEET OF AREA IN THE 10' LANDSCAPE EASEMENT ALONG EACH COLLECTOR, TWO (2) SHADE TREES (TWO-INCH CALIPER OR LARGER) AND FOUR (4) SHRUBS (FIVE GALLON CONTAINER SIZE OR LARGER) SHALL BE PLANTED AND MAINTAINED. TWO ORNAMENTAL TREES PER SHADE TREE MAY BE SUBSTITUTED FOR UP TO FIFTY PERCENT OF THE SHADE TREES IF DESIRED. A SIX-FOOT PRIVACY FENCE, BUT NO HIGHER THAN THREE FEET WITHIN TWENTY FIVE FEET OF AN INTERSECTING STREET, SHALL BE CONSTRUCTED WITH THE SUBDIVISION IMPROVEMENTS AT THE LANDSCAPE EASEMENT LINE. THE FENCE IS REQUIRED TO BE CONSTRUCTED OF ONE OR MORE OF THE FOLLOWING MATERIALS: TEXTURED PRE-CAST CONCRETE (EG. WOODCRETE), BRICK, STONE, CAST STONE, STUCCO, FACTORY TINTED (NOT PAINTED) SPLIT-FACED CONCRETE MASONRY UNIT, OR OTHER SIMILAR MATERIAL APPROVED BY THE DIRECTOR OF PLANNING. ALL COLUMNS ARE REQUIRED TO HAVE CONCRETE FOOTINGS. THE LANDSCAPE EASEMENT IS REQUIRED TO BE MAINTAINED BY A PRIVATE ASSOCIATION.
2. SIDEWALKS SHALL BE INSTALLED ON THE SUBDIVISION SIDE OF EAST WOODVIEW DRIVE AND RAIDER WAY. THOSE SIDEWALKS NOT ABUTTING A RESIDENTIAL, COMMERCIAL OR INDUSTRIAL LOT (INCLUDING SIDEWALKS ALONG STREET FRONTAGES OF LOTS PROPOSED FOR SCHOOLS, CHURCHES, PARK LOTS, DETENTION LOTS, DRAINAGE LOTS, LANDSCAPE LOTS, OR SIMILAR LOTS), SIDEWALKS ON ARTERIAL STREETS TO WHICH ACCESS IS PROHIBITED, SIDEWALKS ON DOUBLE FRONTAGE LOTS ON THE SIDE TO WHICH ACCESS IS PROHIBITED, AND ALL SIDEWALKS ON SAFE SCHOOL ROUTES SHALL BE INSTALLED WHEN THE ADJOINING STREET IS CONSTRUCTED.
3. ROADWAY ADEQUACY ORDINANCE FEES WILL BE DUE AT THE TIME OF FINAL PLAT AS DETERMINED BY THE CITY ENGINEER.

19. RIGHT-OF-WAY DEDICATION: DEDICATION WILL BE GRANTED TO MEASURE 35' FROM THE EXISTING EAST WOODVIEW DRIVE AND RAIDER WAY CENTERLINE BASED ON FIELD SURVEY BY CHAPARRAL SURVEYING UPDATED ON 4/28/2014. THE DEDICATION WILL ALLOW FOR THE FUTURE 70' OF RIGHT-OF-WAY BASED ON THE 2007 ROADWAY PLAN - REVISION 4.

811 Know what's below. Call before you dig.

NO.	DATE	REVISION	APPROVAL

PELOTON LAND SOLUTIONS
7004 BEE CAVE ROAD
BUILDING 2, SUITE 100
AUSTIN, TX 78746
PHONE: 512-831-7700
TX FIRM NO 12207

WOODVIEW VILLAGE

STATE OF TEXAS
DARREN L. WEBER
LICENSED
PROFESSIONAL ENGINEER
6/5/15

PRELIMINARY PLAT
WOODVIEW VILLAGE
LEANDER, TEXAS

JOSEPH HOOVER COMPANY

DEVELOPER:
DRAWN/DESIGNED BY:
EIT/PROJECT MANAGER:
SR. PROJECT MANAGER:
PROJECT #:

SHEET
4
OF 7

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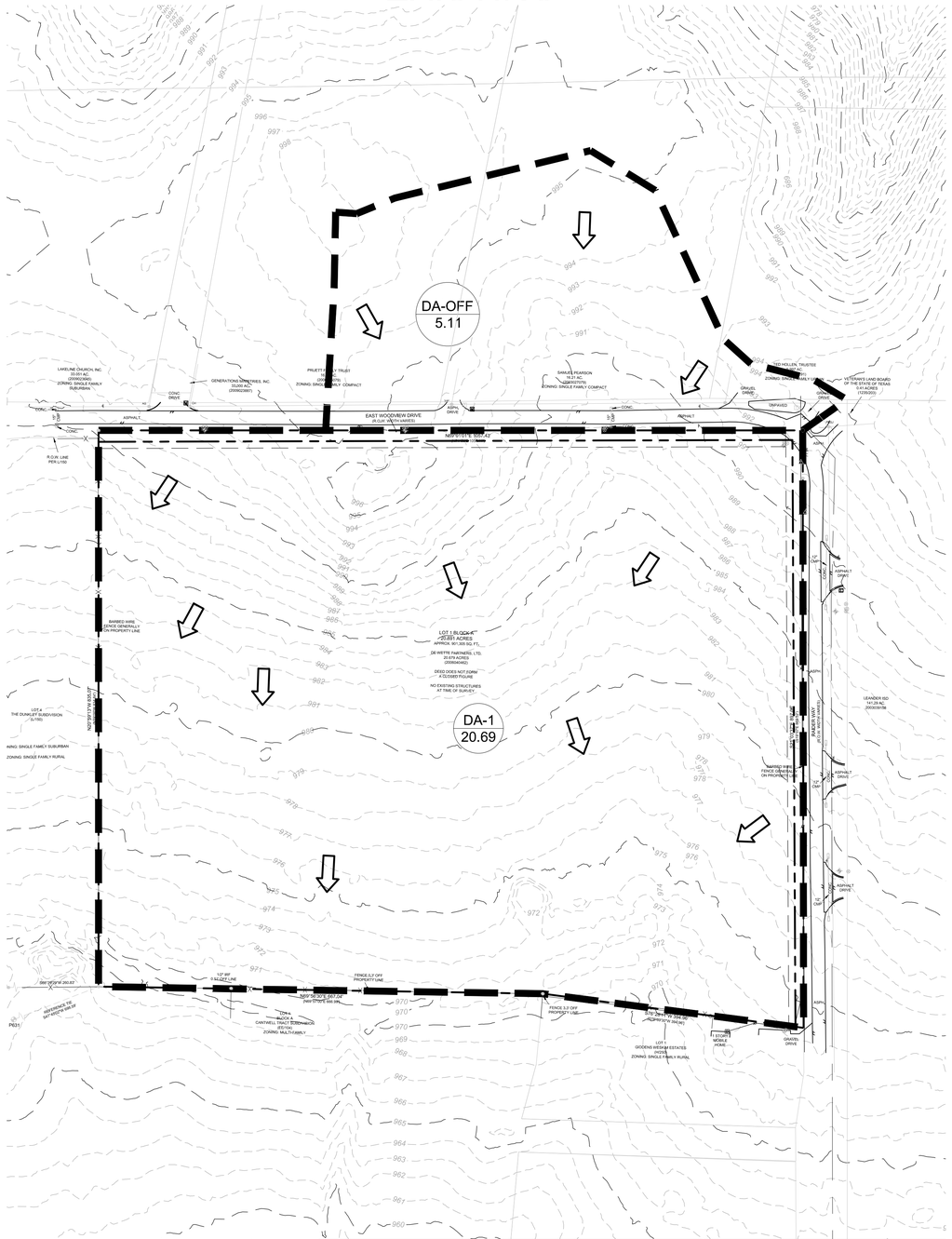
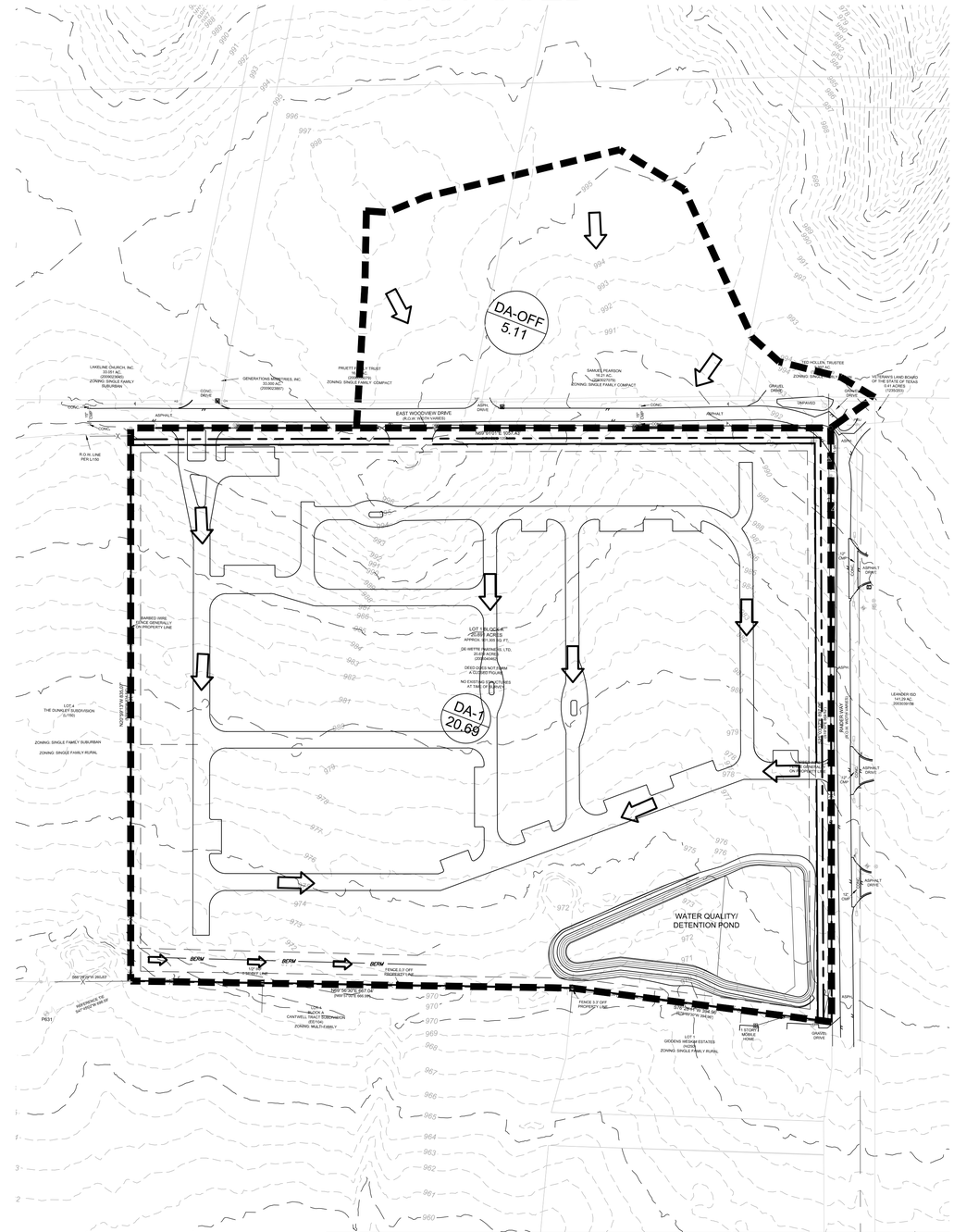


EXISTING CONDITIONS DRAINAGE/DISCHARGE CALCULATIONS											
DRAINAGE AREA	AREA (AC.)	AREA (MI^2)	I.C. AREA (AC)	I.C %	SCS RUNOFF NUMBER	TIME OF CONC. (MIN)	Lag Time (min)	Q_2 (CFS)	Q_{10} (CFS)	Q_{25} (CFS)	Q_{100} (CFS)
DA-OFF	5.110	0.0080	0.533	10.4	77.0	11.1	6.6	7.6	18.5	25.2	36.4
DA-1	20.025	0.0313	0	0.0	73.0	13.3	8.0	20.1	58.8	83.3	124.9
OUTFALL	-	-	-	-	-	-	-	27.5	76.9	108.0	161.0

PROPOSED



PROPOSED CONDITIONS DRAINAGE/DISCHARGE CALCULATIONS											
DRAINAGE AREA	AREA (AC.)	AREA (MI^2)	I.C. AREA (AC)	I.C %	SCS RUNOFF NUMBER	TIME OF CONC. (MIN)	Lag Time (min)	Q_2 (CFS)	Q_{10} (CFS)	Q_{25} (CFS)	Q_{100} (CFS)
DA-OFF	5.110	0.0080	0.533	10.4	77.0	11.1	6.6	7.6	18.5	25.2	36.4
DA-1	20.025	0.0313	10.013	50.0	85.5	12.1	7.3	46.5	90.0	115.2	156.9
OUTFALL	-	-	-	-	-	-	-	24.1	38.4	60.3	112.8

0 100' 200'
SCALE: 1" = 100'

NO.	DATE	REVISION	APPROVAL

PELOTON LAND SOLUTIONS
7004 BEE CAVE ROAD
BUILDING 2, SUITE 100
AUSTIN, TX 78746
PHONE: 512-831-7700
TX FIRM NO 12207

STATE OF TEXAS
DARREN L. WEBER
LICENSED
PROFESSIONAL ENGINEER
6/5/15

WOODVIEW VILLAGE

DRAINAGE PLAN
WOODVIEW VILLAGE
LEANDER, TEXAS

JOSEPH HOOVER
COMPANY

811
Know what's below.
Call before you dig.

DEVELOPER:
DRAWN/DESIGNED BY:
EIT/PROJECT MANAGER:
SR. PROJECT MANAGER:
PROJECT #:

SHEET
5
OF 7

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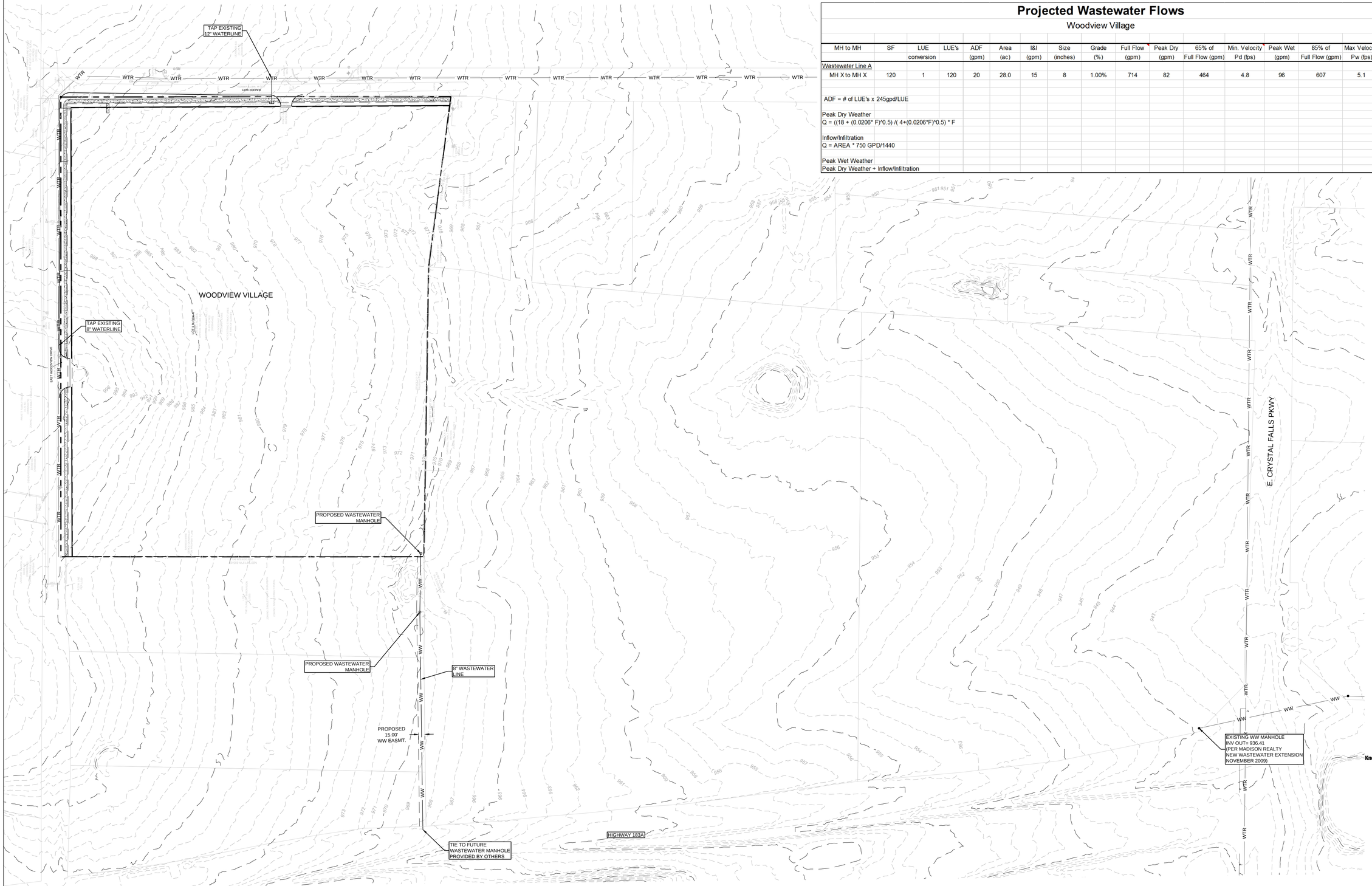

Projected Wastewater Flows

Woodview Village

MH to MH	SF	LUE conversion	LUE's	ADF (gpm)	Area (ac)	I&I (gpm)	Size (inches)	Grade (%)	Full Flow (gpm)	Peak Dry (gpm)	65% of Full Flow (gpm)	Min. Velocity Pd (fps)	Peak Wet (gpm)	85% of Full Flow (gpm)	Max Velocity Pw (fps)
Wastewater Line A															
MH X to MH X	120	1	120	20	28.0	15	8	1.00%	714	82	464	4.8	96	607	5.1

ADF = # of LUE's x 245gpd/LUE

Peak Dry Weather
Q = ((18 + (0.0206* F)^0.5) /(4+(0.0206*F)^0.5) * F

Inflow/Infiltration
Q = AREA * 750 GPD/1440

Peak Wet Weather
Peak Dry Weather + Inflow/Infiltration

NO.	DATE	REVISION	APPROVAL

PELOTON LAND SOLUTIONS
7004 BEE CAVE ROAD
BUILDING 2, SUITE 100
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PHONE: 512-831-7700
TX FIRM NO 12207

STATE OF TEXAS
DARREN L. WEBER
LICENSED PROFESSIONAL ENGINEER
6/5/15

UTILITY PLAN

WOODVIEW VILLAGE
LEANDER, TEXAS

JOSEPH HOOVER COMPANY

811 Know what's below. Call before you dig.

DEVELOPER:
DRAWN/DESIGNED BY:
EIT/PROJECT MANAGER:
SR. PROJECT MANAGER:
PROJECT #:

SHEET
6
OF 7

WOODVIEW VILLAGE

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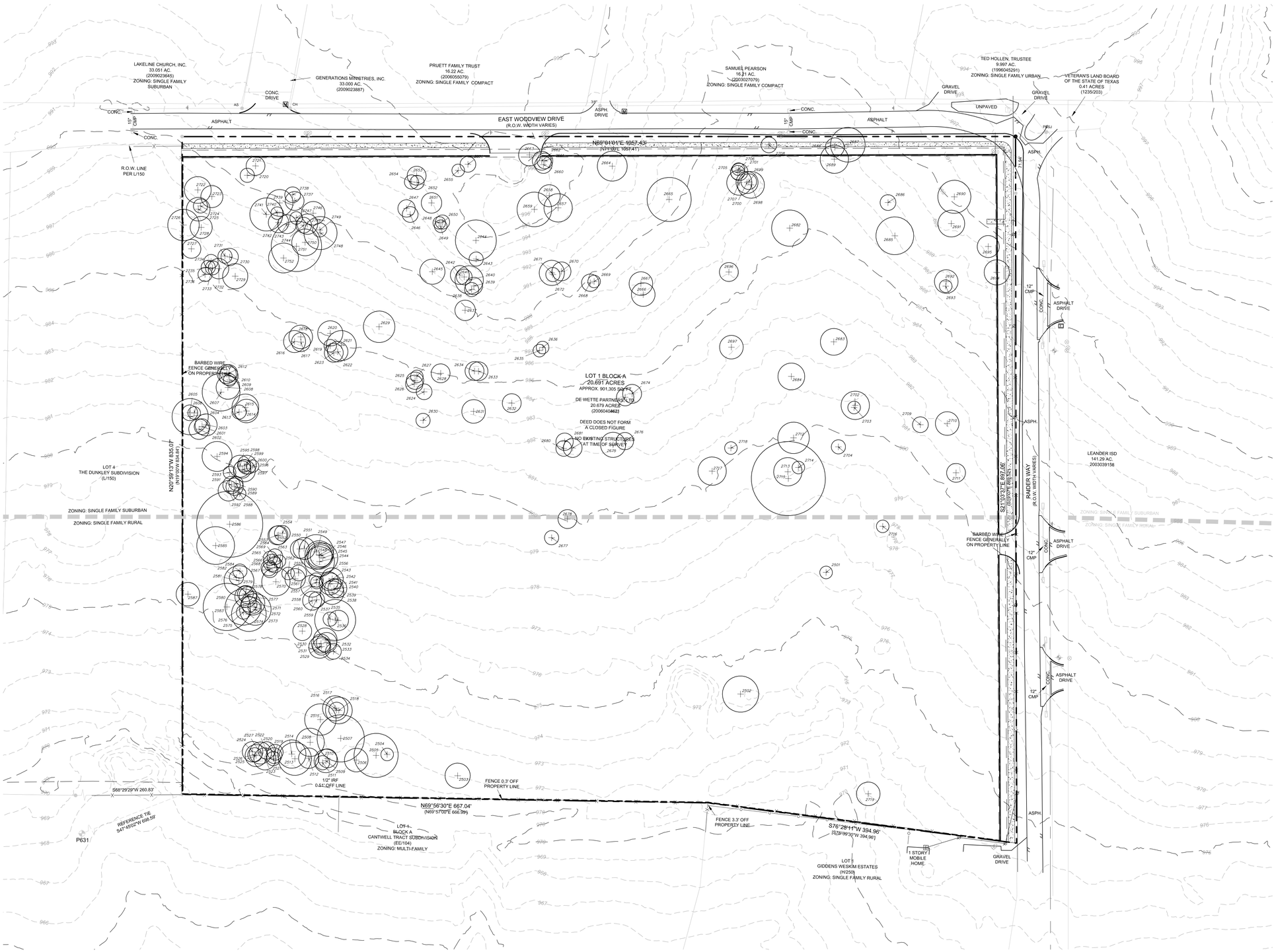

0 60' 120'

SCALE: 1" = 60'

TREE TABLE

NOTE: AN 'M' FOLLOWING THE TREE SIZE REPRESENTS A MULTI-TRUNKED TREE

TREE TAG#	SIZE/SPECIES
2501	8" ELM
2502	23"M LO
2503	16"M ELM
2504	8" LO
2505	28" LO
2506	15"M ELM
2507	30" LO
2508	18" LO
2509	15"M LO
2510	12" LO
2511	9" LO
2512	13"M LO
2513	21"M LO
2514	18"M LO
2515	20" LO
2516	16" LO
2517	10" LO
2518	17"M LO
2519	10" LO
2520	10" LO
2521	9" LO
2522	11" LO
2523	14" LO
2524	13" LO
2525	14" LO
2526	9" LO
2527	14"M LO
2528	12" ELM
2529	14" LO
2530	12" LO
2531	11" LO
2532	15"M LO
2533	13" LO
2534	10" LO
2535	26"M LO
2536	13"M LO
2537	9" LO
2538	15"M ELM
2539	12" LO
2540	12"M LO
2541	14" LO
2542	14" LO
2543	12" LO
2544	19" LO
2545	19" LO
2546	14" LO
2547	16" LO
2548	18"M LO
2549	22"M LO
2550	12"M LO
2551	14" LO
2552	12" ELM
2553	12" LO
2554	10" LO
2555	10" LO
2556	9" LO
2557	8" LO
2558	14" LO
2559	10" LO
2560	12" LO
2561	13"M LO
2562	8" LO
2563	8" LO
2564	10" LO
2565	11" LO
2566	10" LO
2567	10" LO
2568	10" LO
2569	9" LO
2570	18" LO
2571	15"M LO
2572	8" LO
2573	20"M LO
2574	22"M LO
2575	9" LO
2576	23"M LO
2577	14"M LO
2578	11" LO
2579	10" LO
2580	10" LO
2581	19"M LO
2582	9" LO
2583	30"M LO
2584	9" ELM
2585	24"M LO
2586	42"M LO
2587	15" LO
2588	8" LO
2589	11" LO
2590	9" LO
2591	11"M LO
2592	13"M LO
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2594	19"M LO
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2596	11"M LO
2597	14" LO
2598	8" LO
2599	12" LO
2600	8" LO
2601	10" LO
2602	13" LO
2603	14"M LO
2604	23"M LO
2605	10" LO
2606	8" LO
2607	24"M LO
2608	15"M LO
2609	8" LO
2610	12"M LO
2611	12" LO
2612	11" LO
2613	9" ELM
2614	15"M LO
2615	17"M LO
2616	14"M LO
2617	12" LO
2618	15" LO
2619	8" LO
2620	16" LO
2621	19"M LO
2622	13" LO
2623	12" LO
2624	10" LO
2625	11" LO
2626	11" LO
2627	8" LO
2628	12" LO
2629	20"M LO
2630	9" LO
2631	15"M LO
2632	12"M LO
2633	12" LO
2634	12"M LO
2635	8" LO
2636	8" LO
2637	13"M LO
2638	9" LO
2639	11"M LO
2640	18" LO
2641	10"M LO
2642	12" LO
2643	9" LO
2644	26"M LO
2645	16"M LO
2646	10"M LO
2647	11"M LO
2648	8" LO
2649	8" LO
2650	9" LO
2651	13"M LO
2652	9" LO
2653	12"M LO
2654	9" LO
2655	8" LO
2656	10" LO
2657	18"M LO
2658	14" LO
2659	22" LO
2660	11" LO
2661	10" LO
2662	12" LO
2663	14"M LO
2664	19"M LO
2665	28"M LO
2666	15"M LO
2667	15"M LO
2668	11"M LO
2669	8" LO
2670	12" LO
2671	16"M LO
2672	9" LO
2673	11" ELM
2674	12" ELM
2675	16"M LO
2676	11" LO
2677	9" LO
2678	12"M LO
2679	12" LO
2680	10" LO
2681	11" LO
2682	23"M LO
2683	17" ELM
2684	17" LO
2685	24"M LO
2686	10" LO
2687	22"M LO
2688	12" LO
2689	18"M LO
2690	21"M LO
2691	17"M LO
2692	15" LO
2693	8" LO
2694	16" LO
2695	14" LO
2696	12" LO
2697	15" LO
2698	17"M LO
2699	10" LO
2700	14" LO
2701	11" LO
2702	18"M LO
2703	8" LO
2704	9" ELM
2705	9" LO
2706	8" LO
2707	16"M LO
2708	10" ELM
2709	10" LO
2710	15" LO
2711	12"M LO
2712	20"M LO
2713	18"M LO
2714	8" ELM
2715	47"M LO
2716	8" ELM
2717	18"M LO
2718	8" LO
2719	15"M ELM
2720	9" LO
2721	12"M LO
2722	17"M LO
2723	14" LO
2724	9" LO
2725	15"M LO
2726	20" LO
2727	12" LO
2728	14" LO
2729	16" LO
2730	11" LO
2731	9" LO
2732	13"M LO
2733	9" LO
2734	9" LO
2735	9" LO
2736	9" LO
2737	12" LO
2738	10" LO
2739	17"M LO
2740	8" LO
2741	21"M LO
2742	13"M LO
2743	12" LO
2744	10" LO
2745	13" LO
2746	15"M LO
2747	8" LO
2748	21"M LO
2749	9" LO
2750	17"M LO
2751	32"M LO
2752	19"M LO

Know what's below. Call before you dig.

NO.	DATE	REVISION	APPROVAL

PELOTON LAND SOLUTIONS
7004 BEE CAVE ROAD
BUILDING 2, SUITE 100
AUSTIN, TX 78746
PHONE: 512-831-7700
TX FIRM NO 12207

WOODVIEW VILLAGE

STATE OF TEXAS
DARREN J. WEBER
LICENSED
PROFESSIONAL ENGINEER
6/5/15

TREE SURVEY

WOODVIEW VILLAGE
LEANDER, TEXAS

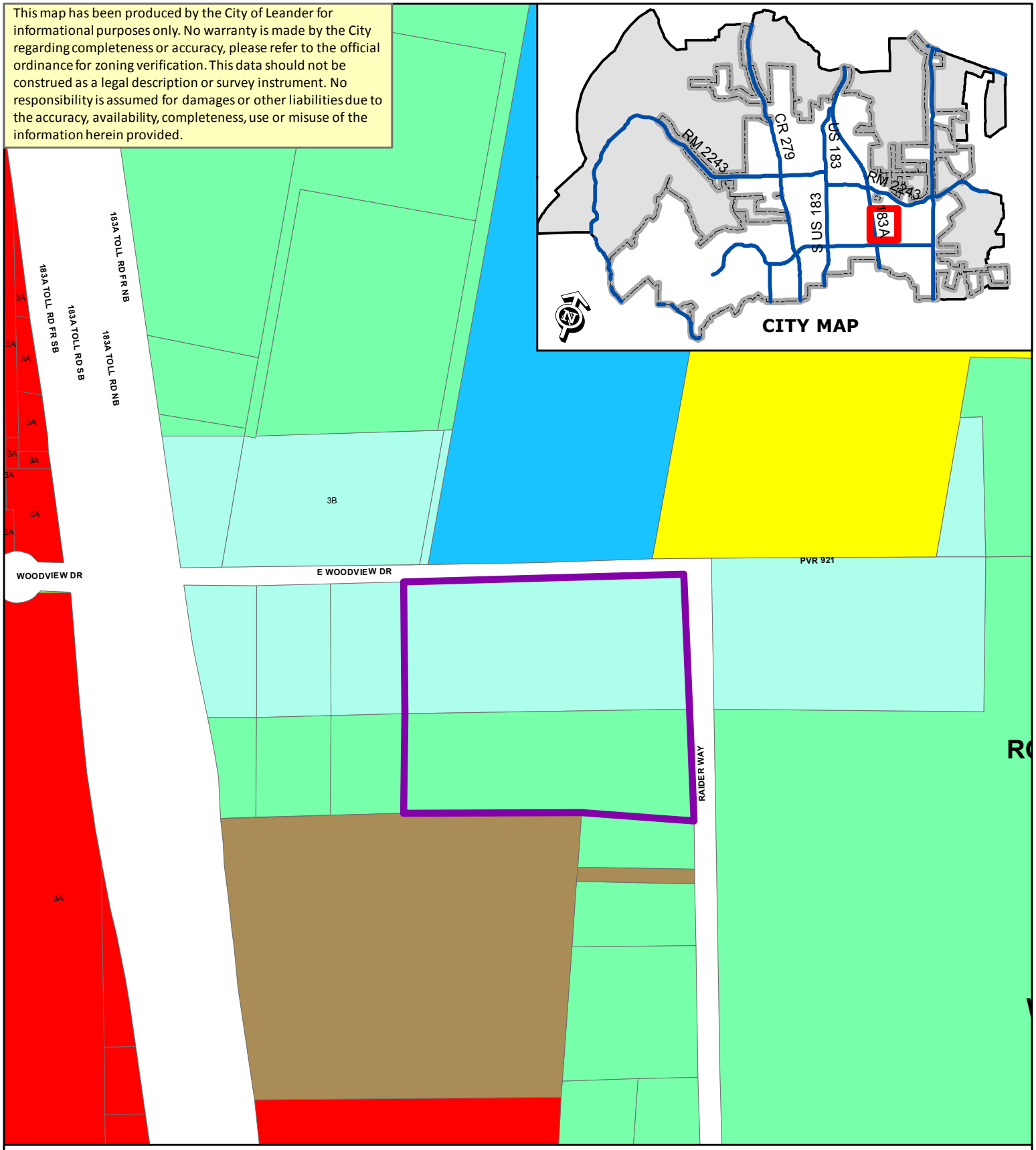
JOSEPH HOOVER COMPANY

DEVELOPER:
DRAWN/DESIGNED BY:
ET/FPROJECT MANAGER:
SR. PROJECT MANAGER:
PROJECT #:

SHEET
7
OF 7

L:\JOB\Hoover\JHC14001-01 - Leander 20 ac\CAD\PP\Sheets\Tree Protection Plan

Drawing: L:\JOB\Hoover\JHC14001-01 - Leander 20 ac\CAD\PP\Sheets\Tree Protection Plan
Last Saved by: Abcollier
Last Saved: 6/05/2015 12:18 PM
Plot Date/Time: 6/9/2015 3:01 PM



ZONING CASE 14-Z-014

Exhibit D

Location Exhibit
Woodview Village PUD

0 800
Feet

N

Subject Property
Future Annexation Per DA
Involuntary Annexation
Voluntary Annexation

SFR
SFE
SFS
SFU
SFC
SFL
SFT
SFU/MH
TF
MF
LO
LC
GC
HC
HI
PUD

Consent Agenda

7. Subdivision Case 15-FP-014: Consider action on the Travisso, Phase 2, Section 1C Final Plat for 6.754 acres more or less; TCAD Parcels 844740; generally located to the north of Good Night Trail and Venezia View; Travis County, Texas. Applicant/Agent: Samuel Kiger, P.E. on behalf of Travisso, Ltd.

8. Subdivision Case 15-SFP-004: Consider action on the HEB Lot 2A and Lot 2B, Block A Replat Short Form Final Plat for 3.0732 acres more or less; WCAD Parcel number R496899; generally located approximately 157 feet east of the southeast corner of the intersection of W Broade St. and Old 2243 W., Leander, Williamson County, Texas. Applicant/Agent: Joe Grasso on behalf of HEB Grocery Co.

Motion made by Commissioner Allen to approve the consent agenda items seconded by Commissioner Wixson. Motion passed unanimously.

Public Hearing

9. Zoning & Subdivision Cases 14-Z-014, 14-CP-007, & 14-PP-008: Hold a public hearing and consider action on the rezoning and approval of the Woodview Village Concept Plan and Preliminary Plat of 20.679 acres more or less, generally located to the southwest of the intersection of East Woodview Drive and Raider Way, WCAD ID #R031251. Currently, the property is zoned Interim SFS-2-B (Single-Family Suburban) and Interim SFR-1-B (Single-Family Rural). The applicant is proposing to zone the property to PUD (Planned Unit Development), Leander, Williamson County, Texas. Applicant: Darren Webber on behalf of DeWette Partners, LTD.

a) Staff Presentation

Robin Griffin, Senior Planner, stated that staff reviewed the request and presented the proposed project.

b) Applicant Presentation

Rod Madden and Brad Whittington explained the purpose of the concept plan.

c) Open Public Hearing

Chairman Sokol opened the public hearing.
No one wished to speak.

d) Close Public Hearing

Chairman Sokol closed the public hearing.

e) Discussion

Discussion took place.

f) Consider Action

Commissioner Wixson moved to approve with staff recommendation with the following conditions:

The Planning & Zoning Commission unanimously recommended approval at the July 09, 2015 meeting with the following conditions:

1. **Strike the last sentence of Item 19 in Exhibit A that states "All home construction will meet Type A architectural requirements and garage ordinance standards in effect as of the date of adoption hereof."**

2. **Restrictive covenants will be submitted to City Staff for review prior to recordation.**
3. **A required mix of elevations and floor plans will be required similar to the requirements of Article III, Section 5 of the Composite Zoning Ordinance.**

Commissioner Hines seconded the motion. Motion passed unanimously.

10. Meeting adjourned **at 7:58 pm**

_____
Chairman Sokol

ATTEST:

_____
Ellen Pizalate, Secretary

AGENDA ITEM # 18

Executive Summary

July 16, 2015

Council Agenda Subject: Consideration of Award of Construction Contract for the City of Leander Street Rehabilitation 2015 Project

Background: Two bids from Alpha Paving Industries LLC and Lone Star Paving Company were received and opened on Tuesday, July 7, 2015. The Base Bid includes pavement repairs on several streets to include West Drive, Tamarac Trail, Hazelwood Drive, and the intersections of Crystal Falls Parkway at Lakeline Blvd and Bagdad Road. Alternate (additive bids) include parts of Osage Drive and Horizon Park Drive. The attached bid tabulation lists both bids. Alpha Paving is the low, qualified bidder with a base bid of $429,968.00 and an alternate (additive) bid for Osage Drive of 33,982.25 and $64,815.00 for Horizon Park Blvd, for a total bid of $528,765.25. Alpha Paving has similar project experience in nearby cities and excellent references.

Origination: Patrick A. Womack, P.E. Public Works Director

Financial Consideration: $463,950.25 from the Public Works General Fund, Contract Labor, GL# 01-21-5600

Recommendation: Staff recommends award of the contract to Alpha Paving, in the amount of $463,950.25. The Horizon Park Blvd. portion is not included as part of the recommendation due to budget limitations, but could be a future project.

Attachments: Bid Tabulation and Exhibits A-G

Prepared by: Patrick A. Womack, P.E. Public Works Director

CITY OF LEANDER

STREET REHABILITATION

2015

BID OPENING

7/7/2015 2:00 PM

City of Leander Street Rehabilitation Project 2015
BID TABULATION 7/7/2015

				BIDDERS			
				ALPHA PAVING		LONE STAR PAVING	
A. West Drive (Cr. Falls Pkwy to approx. 325' north of Calle Street, end at west side-lot line)							
Item No.	Description	Quantity	Unit	Bid Unit Cost $	Item Cost $	Bid Unit Cost $	Item Cost $
1	Mobilization, Traffic Control, Demobilization	1	LS	$ 7,000.00	$ 7,000.00	$ 30,000.00	$ 30,000.00
2	Concrete Apron 6" Thick, 3000 psi, 21'L x 10' W, with #3 bars 12" OCEW, complete in place above existing culverts at Cr. Falls Pkwy	23.3	SY	$ 180.00	$ 4,194.00	$ 370.00	$ 8,621.00
3	Place 8" Base, including excavation and removal of existing asphalt and base to a 10" depth, per TXDOT Standards 210, 216, 247, complete in place	3,606	SY	$ 25.00	$ 90,150.00	$ 44.00	$ 158,664.00
4	Install Geogrid, Tensar TX5-475, 4" (Min.) overlap on all sides, complete in place	1,803	SY	$ 6.00	$ 10,818.00	$ 6.00	$ 10,818.00
5	Prime and Pave 2" HMAC TXDOT Type D, with tapered east shoulder, complete in place	3,606	SY	$ 12.50	$ 45,075.00	$ 13.00	$ 46,878.00
			A. WEST DRIVE SUBTOTAL:		**$ 157,237.00**		**$ 254,981.00**
B. Hazelwood Drive (Leander Drive to Horizon Park Blvd.)							
Item No.	Description	Quantity	Unit	Bid Unit Cost $	Item Cost $	Bid Unit Cost $	Item Cost $
6	Mobilization, Traffic Control, Demobilization	1	LS	$ 4,000.00	$ 4,000.00	$ 18,000.00	$ 18,000.00
7	Prime and Pave 2" HMAC TXDOT Type D, compete in place	2,985	SY	$ 13.00	$ 38,805.00	$ 13.00	$ 38,805.00
8	Flexible Base Repairs per TXDOT Standards 210, 216, 247 complete in place	74.6	CY	$ 225.00	$ 16,785.00	$ 200.00	$ 14,920.00
			B. HAZELWOOD DRIVE SUBTOTAL:		**$ 59,590.00**		**$ 71,725.00**
C. Tamarac Trail (Bagdad to west end)							
Item No.	Description	Quantity	Unit	Bid Unit Cost $	Item Cost $	Bid Unit Cost $	Item Cost $
9	Mobilization, Traffic Control, Demobilization	1	LS	$ 7,000.00	$ 7,000.00	$ 18,000.00	$ 18,000.00
10	Edge Mill 2" and remove spoils	1	LS	$ 7,000.00	$ 7,000.00	$ 8,500.00	$ 8,500.00
11	Prime and Pave 2" HMAC TXDOT Type D, complete in place	3,992	SY	$ 12.50	$ 49,900.00	$ 13.00	$ 51,896.00
12	Flexible Base Repairs per TXDOT Standards 210, 216, 247 complete in place	99.8	CY	$ 225.00	$ 22,455.00	$ 200.00	$ 19,960.00
			C. TAMARAC TRAIL SUBTOTAL:		**$ 86,355.00**		**$ 98,356.00**
D. Bagdad Road - Crystal Falls Parkway Intersection (as Shown on Exhibit D)							
Item No.	Description	Quantity	Unit	Bid Unit Cost $	Item Cost $	Bid Unit Cost $	Item Cost $
13	Mobilization, Traffic Control, Demobilization	1	LS	$ 8,000.00	$ 8,000.00	$ 18,000.00	$ 18,000.00
14	Remove 3" exisiting asphalt (Saw-cut edges)	1	LS	$ 6,000.00	$ 6,000.00	$ 5,000.00	$ 5,000.00
15	Prime and Pave 3" HMAC TXDOT Type D	1,241	SY	$ 37.50	$ 46,537.50	$ 21.00	$ 26,061.00
16	Flexible Base Repairs per TXDOT Standards 210, 216, 247 complete in place	62.1	CY	$ 450.00	$ 27,945.00	$ 200.00	$ 12,420.00
17	Install thermoplastic striping to match existing stripes	1	LS	$ 5,000.00	$ 5,000.00	$ 6,000.00	$ 6,000.00
			D. Bagdad - CFP Intersection SUBTOTAL:		**$ 93,482.50**		**$ 67,481.00**

City of Leander Street Rehabilitation Project 2015

BID TABULATION 7/7/2015

				BIDDERS			
				ALPHA PAVING		LONE STAR PAVING	
E. Northeast Corner Crystal Falls Parkway at Lakeline Blvd. (as shown on Exhibit E)							
Item No.	Description	Quantity	Unit	Bid Unit Cost $	Item Cost $	Bid Unit Cost $	Item Cost $
18	Mobilization, Traffic Control, Demobilization	1	LS	$ 6,000.00	$ 6,000.00	$ 18,000.00	$ 18,000.00
19	Remove 3" exisiting asphalt (Saw-cut edges)	1	LS	$ 3,000.00	$ 3,000.00	$ 5,000.00	$ 5,000.00
20	Prime and Pave 3" HMAC TXDOT Type D, complete in place	274	SY	$ 48.50	$ 13,289.00	$ 20.00	$ 5,480.00
21	Flexible Base Repairs per TXDOT Standards 210, 216, 247 complete in place	13.7	CY	$ 585.00	$ 8,014.50	$ 200.00	$ 2,740.00
22	Install thermoplastic striping to match existing stripes	1	LS	$ 3,000.00	$ 3,000.00	$ 5,000.00	$ 5,000.00
	E. Northeast Corner CFP at Lakeline SUBTOTAL:				**$ 33,303.50**		**$ 36,220.00**
F. Osage Drive - Lakeline Blvd. to Highland Trail (Additional Alternate Bid Item as shown on Exhibit F)							
Item No.	Description	Quantity	Unit	Bid Unit Cost $	Item Cost $	Bid Unit Cost $	Item Cost $
23	Mobilization, Traffic Control, Demobilization	1	LS	$ 5,000.00	$ 5,000.00	$ 18,000.00	$ 18,000.00
24	Remove 2" exisiting asphalt	1	LS	$ 3,000.00	$ 3,000.00	$ 5,000.00	$ 5,000.00
25	Prime and Pave 2" HMAC TXDOT Type D, complete in place	707	SY	$ 19.50	$ 13,786.50	$ 13.00	$ 9,191.00
26	Flexible Base Repairs per TXDOT Standards 210, 216, 247 complete in place	35.35	CY	$ 345.00	$ 12,195.75	$ 200.00	$ 7,070.00
	F. Osage Drive SUBTOTAL:				**$ 33,982.25**		**$ 39,261.00**
G. Horizon Park Blvd (Additional Alternate Bid Item as shown on Exhibit G)							
Item No.	Description	Quantity	Unit	Bid Unit Cost $	Item Cost $	Bid Unit Cost $	Item Cost $
27	Mobilization, Traffic Control, Demobilization	1	LS	$ 7,000.00	$ 7,000.00	$ 18,000.00	$ 18,000.00
28	Prime and Pave 2" HMAC TXDOT Type D, complete in place	2984	SY	$ 13.50	$ 40,284.00	$ 13.00	$ 38,792.00
29	Flexible Base Repairs per TXDOT Standards 210, 216, 247 complete in place	74.6	CY	$ 235.00	$ 17,531.00	$ 200.00	$ 14,920.00
	G. Horizon Park SUBTOTAL:				**$ 64,815.00**		**$ 71,712.00**

A-E: Items 1-22 (Base Bid) Total:	**$429,968.00**	**$528,763.00**
F: Items 23-26 (Add Alternate):	**$33,982.25**	**$39,261.00**
G: Items 27-29 (Add Alternate):	**$64,815.00**	**$71,712.00**
Total Base Bid and Alternates:	**$528,765.25**	**$639,736.00**

Exhibit A
200
Feet
CALLE ST
GLASS DR
3606
Sq Yards
LOS VISTA DR
HIGH CHAPARRAL DR
BONITA VERDE DR
S WEST DR
Concrete Apron
CRYSTAL FALLS PKWY
TYRONE
Limits of Construction

Exhibit B
200
Feet
HORIZON PARK BLVD
2985
Sq Yards
HAZELWOOD ST
E SONNY DR
LEANDER DR
Limits of Construction

Exhibit C
200
Feet
NIGHTSHADE LN
STILL MEADOW DR
PURPLE SAGE CIR
S BAGDAD RD
TAMARAC TRL
3992
Sq Yards
LOS VISTA DR
SUNFLOWER CT
PARKWOOD DR
CIMARRON CV
MASON CREEK BLVD
GREENING WAY
PINEWOOD CV
Limits of Construction

Exhibit D
20
Feet
N LAKELINE BLVD
CRYSTAL FALLS PKWY
274
Sq Yards
Limits of Construction

Exhibit E
40
Feet
S BAGDAD RD
1241
Sq Yards
CRYSTAL FALLS PKWY
Limits of Construction

Exhibit F
80
Feet
N LAKELINE BLVD
707
Sq Yards
OSAGE DR
HIGHLAND TRL
Limits of Construction

Exhibit G
200
Feet
MEL MATHIS AVE
RM 2243
HORIZON PARK BLVD
2984
Sq Yards
Limits of Construction

AGENDA ITEM # 19

Executive Summary

July 16, 2015

Council Agenda Subject: City of Leander and Williamson County Interlocal Agreement to Rehabilitate County Road

Background: CR 290 was annexed by the City in 2006 and has substantially deteriorated over the years. Williamson County intends to rehabilitate approximately 1,400 linear feet of CR290 located within the County. The proposed agreement allows the Williamson County Road & Bridge Department to rehabilitate approximately 500 linear feet of CR 290 on behalf of the City, providing a uniform appearance and level of maintenance. The work is scheduled to begin in September 2015, or possibly later, due to recent wet weather. Portions of CR 290 under construction will be temporarily closed and will open several hours after the work is completed. The City will reimburse the County after completion of the work.

Origination: Patrick A. Womack, P.E. Public Works Director

Financial Consideration: $35,993 (Contract Labor, Public Works)

Recommendation: Staff requests approval of the attached Interlocal Agreement

Attachments: City of Leander and Williamson County Interlocal Agreement

Prepared by: Patrick A. Womack, P.E. Public Works Director

INTERLOCAL AGREEMENT FOR ROADWAY MAINTENANCE

Pursuant to Texas Government Code, Chapter 791, the City of Leander, Texas ("City"), hereby enters into an Interlocal Agreement ("Agreement") with the Williamson County Road & Bridge, acting by and through Williamson County, Texas ("County"), to rehabilitate approximately 500 linear feet of County Road 290 within the City Limits of Leander. The attached Exhibit shows the work area and a cost estimate for the labor, materials, and equipment in the amount of $35,993.00. A description of the services to be performed, location of work site and the estimate of labor and costs is attached hereto as Exhibit "A" and incorporated herein by reference.

The City and County have determined that it would be in the best interest of their citizens for the County to perform the roadway improvements detailed herein. The term of this Agreement shall commence on the date when the authorized signors for the City and County have both signed the Agreement. The Agreement shall continue in full force in effect for one (1) year from such final execution date, unless earlier terminated by thirty (30) days written notice from either party to the other. The City acknowledges that payment for the services rendered pursuant to this Agreement shall be paid with current revenues available to the City. To the extent allowed by law, the City and County shall not be liable to one another or responsible for any claims or damages of any kind for injury to or death of any person or persons, or for damage to or loss of property arising out of or attributed directly or indirectly to the operations or performance of any service provided by the other pursuant to this Agreement.

Upon completion of the services described in Exhibit "A", the County will invoice the City for the total actual costs of all labor and equipment used to perform the services. The City must pay the County within thirty (30) calendar days from the date of the invoice.

The parties expressly agree that nothing in this Agreement adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law. The parties expressly agree that, in the execution of this Agreement, neither party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its powers or functions or pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules, or regulations.

Either party has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon ten (10) days' written notice to the other party.

IN WITNESS WHEREOF, The parties have duly executed and delivered this Agreement on the date set forth above, to be effective as of the ____ day of _____, 20___.

City:

Signature: _____

Printed Name: Christopher Fielder

Title: Mayor

County:

Approved by the Williamson County Commissioner's Court on this

_____day of _____, 20____.

_____
Dan Gattis,
County Judge
Williamson County

Approved:

_____
J. Terron Evertson,
Director of Road & Bridge
Williamson County

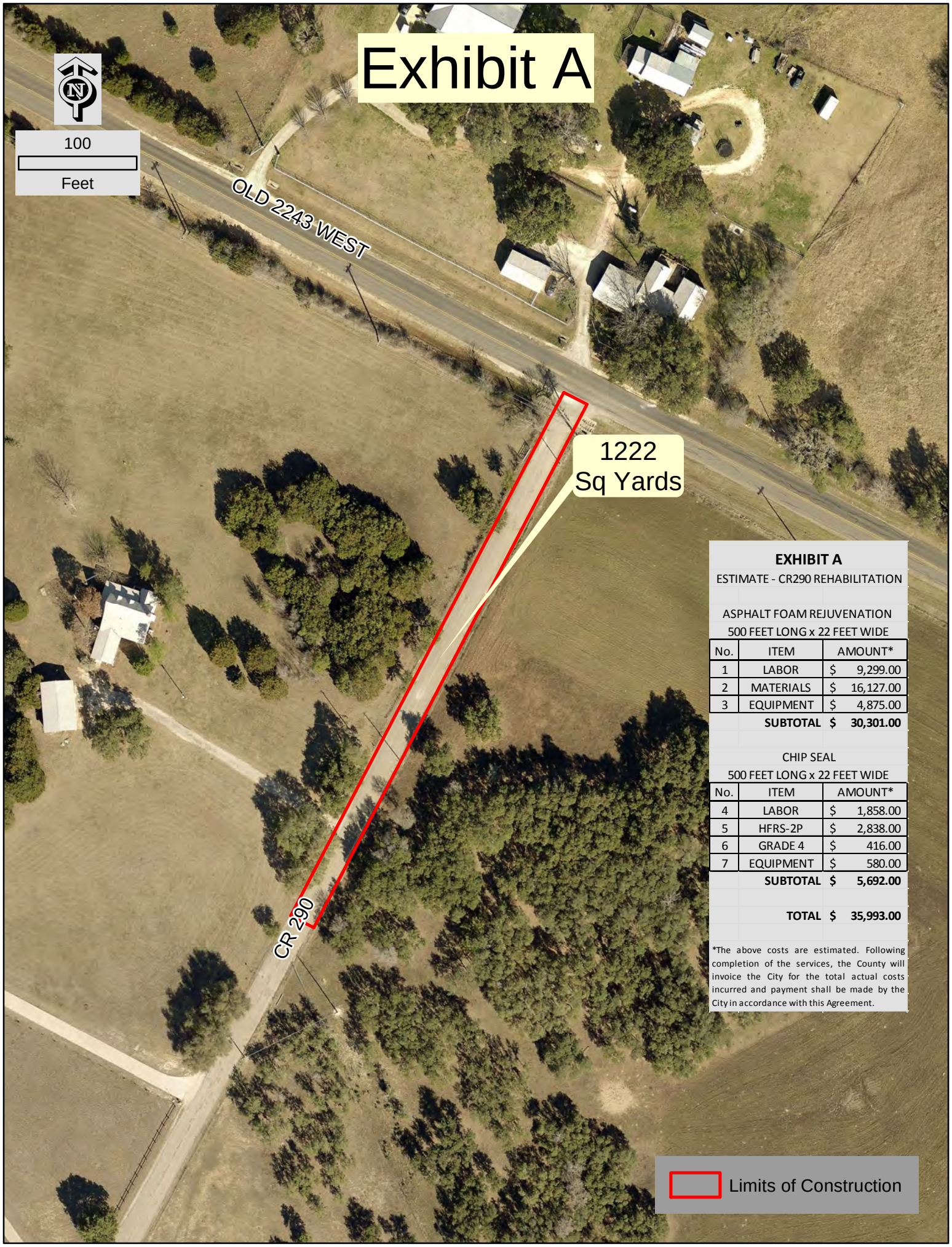


EXHIBIT A

ESTIMATE - CR290 REHABILITATION

ASPHALT FOAM REJUVENATION
500 FEET LONG x 22 FEET WIDE

No.	ITEM	AMOUNT*
1	LABOR	$ 9,299.00
2	MATERIALS	$ 16,127.00
3	EQUIPMENT	$ 4,875.00
	SUBTOTAL	**$ 30,301.00**

CHIP SEAL
500 FEET LONG x 22 FEET WIDE

No.	ITEM	AMOUNT*
4	LABOR	$ 1,858.00
5	HFRS-2P	$ 2,838.00
6	GRADE 4	$ 416.00
7	EQUIPMENT	$ 580.00
	SUBTOTAL	**$ 5,692.00**
	TOTAL	**$ 35,993.00**

*The above costs are estimated. Following completion of the services, the County will invoice the City for the total actual costs incurred and payment shall be made by the City in accordance with this Agreement.

AGENDA ITEM # 20

July 16, 2015

Council Agenda Subject: Consideration of Award of Construction Contract for Ronald Reagan Waterline North, Phase 2 Project to Aaron Concrete Contractors, LP, for $1,214,279.00

Background: Bids were received and opened on Thursday, July 02, 2015, for the Reagan Water Line North, Phase 2 Project. Fifteen bid proposals were received, opened, and read aloud as documented in the attached bid tabulation. Aaron Concrete Contractors, LP, is the low bidder for the *Base Bid Utilizing C-905 DR-18 PVC Pipe*, the *Base Bid Utilizing CL-250 Ductile Iron Pipe*, and the *Base Bid Utilizing C-905 DR-18 PVC Pipe and Existing Encasement Pipe At Reagan* with bids of $1,214,279.00, $1,354,061.00 and $1,156,559.00, respectively.

After consideration of the bids, City staff selected *Base Bid Utilizing C-905 DR-18 PVC Pipe* for $1,214,279.00 as the best value and most cost effective method of serving the northern Reagan corridor. As the potential and unconfirmed location of an existing 18-inch steel casement pipe installed by open cut during the construction of Ronald Reagan Boulevard came to light during the bid notice period, the *Base Bid Utilizing C-905 DR-18 PVC Pipe and Existing Encasement Pipe At Reagan* was added by addendum, and a price basis was established by the bid proposal(s). If the 18-inch encasement is usable, City staff will negotiate a change order reducing the project cost by approximately $57,720.00. The consultant's recommendation of award letter is attached.

Origination: Wayne S. Watts, P.E., CFM, City Engineer

Financial Consideration: $1,214,279.00 from Water Impact Fee Fund, GL# TBD

Recommendation: Staff recommends award of the construction contract for the Ronald Reagan Waterline North, Phase 2 Project to Aaron Concrete Contractors, LP, in the amount of $1,214,279.00.

Attachments: Bid Tab and Recommendation of Award

Prepared by: Wayne S. Watts, P.E., CFM, City Engineer

K·FRIESE
+ ASSOCIATES
PUBLIC PROJECT ENGINEERING

1120 S. Capital of Texas Highway
CityView 2, Suite 100
Austin, Texas 78746
TBPE Firm #6535
P - 512.338.1704 F - 512.338.1784
kfriese.com

July 7, 2015

Mr. Wayne Watts, P.E.
City Engineer
City of Leander
200 W. Willis St.
Leander, Texas 78641

RE: Ronald Reagan Blvd. Waterline North - Phase 2

Dear Mr. Watts,

On July 2nd, 2015 at 2:00 PM bids were received and opened at 200 W. Willis Street, Leander, Texas for the Ronald Reagan Blvd. Waterline North – Phase 2 project. Fifteen bids were received as shown in the attached detailed bid tabulation. The bid included a base bid (16-inch and 24-inch PVC pipe materials) and two alternatives (16-inch and 24-inch ductile iron pipe materials, and 16-inch and 24-inch PVC pipe materials utilizing an existing steel encasement across Ronal Reagan). A summary of the lowest bids received are as follows:

<u>Base Bid (16-inch and 24-inch PVC Pipe)</u>

1. Aaron Concrete Contractors, LP - $1,214,279.00
2. Rockin' Q Construction LLC - $1,332,102.00

<u>Alternate Bid (16-inch and 24-inch Ductile Iron Pipe)</u>

1. Aaron Concrete Contractors, LP - $1,354,061.00
2. Rockin' Q Construction LLC - $1,406,862.00

<u>Alternate Bid (16-inch and 24-inch PVC Pipe utilizing existing steel encasement)</u>

1. Aaron Concrete Contractors, LP - $1,156,559.00
2. Rockin Q' Construction LLC - $1,256,247.00

Several bids contained mathematical errors and each was interpreted as Unit Price governs per the Specifications, with corrected values represented on the attached bid tabulation. These errors are highlighted on the attached bid tabulation. No errors affected the order of the low bidders.

Per City of Leander Staff, the Base Bid utilizing 24-inch diameter PVC pipe materials has been selected as the form of the project to award based on best value. Therefore, the low bidder is Aaron Concrete Contractors, LP ($1,214,279.00) and the second low bidder is Rockin' Q Construction LLC ($1,332,102.00). We have reviewed the qualifications

CELEBRATING 10 YEARS

submitted by the low bidder and verified project references, and found Aaron Concrete Contractors, LP to have recent and comparable experience to the proposed project. Therefore, it is recommended that the contract be awarded to the lowest bidder, Aaron Concrete Contractors, LP, in the amount of $1,214,279.00.

Should you have any questions, please feel free to contact me.

Sincerely,

Dale P. Murphy, PE
Project Manager

Attachments: Bid Tabulation

CITY OF LEANDER RONALD REAGAN BLVD WATERLINE NORTH PHASE 2
BID TABULATION - JULY 2, 2015

STATE OF TEXAS
DALE P. MURPHY
90614
LICENSED PROFESSIONAL ENGINEER
7/7/15

				BIDDERS									
				Aaron Concrete Contractors, LP 4108 Nixon Ln Austin, TX 78725 (512) 926-7326			Kodiak Trenching and Boring, LLC 214 E College St. Grapevine, TX 76051 (817) 729-2581			Rockin' Q Construction LLC 612 Oakwood Loop San Marcos, TX 78666 (512) 738-6666			Austin Engineering Co., Inc. P.O. Box 342349 Austin, TX 78734 (512) 327-1464		
				Addendum		Bid Bond	Addendum		Bid Bond	Addendum		Bid Bond	Addendum		Bid Bond
				1	2	Y	1	2	Y	1	2	Y	1	2	Y
				Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Item	Description	Unit	Qty	Unit Cost		Total Cost	Unit Cost		Total Cost	Unit Cost		Total Cost	Unit Cost		Total Cost
1	Mobilization for construction of waterline and appurtenances, per Lump Sum	LS	1	$44,000.00		$44,000.00	$70,000.00		$70,000.00	$60,000.00		$60,000.00	$75,000.00		$75,000.00
2	Construction Staking, per Linear Foot	LF	5,750	$1.00		$5,750.00	$1.50		$8,625.00	$5.00		$28,750.00	$1.50		$8,625.00
3	Traffic Control, per Lump Sum	LS	1	$3,000.00		$3,000.00	$10,100.00		$10,100.00	$10,000.00		$10,000.00	$4,500.00		$4,500.00
4	Field Locate and Pothole Existing Utilities, per Lump Sum	LS	1	$3,500.00		$3,500.00	$5,400.00		$5,400.00	$8,000.00		$8,000.00	$3,000.00		$3,000.00
5	Clearing and Grubbing	LS	1	$37,000.00		$37,000.00	$119,607.00		$119,607.00	$40,000.00		$40,000.00	$40,000.00		$40,000.00
6	Trench Safety Systems (All Depths), per Linear Foot	LF	5,378	$1.00		$5,378.00	$1.00		$5,378.00	$3.00		$16,134.00	$1.00		$5,378.00
7	Restoration and Revegetation, per Linear Foot of waterline installed	LF	5,750	$2.50		$14,375.00	$20.00		$115,000.00	$4.00		$23,000.00	$4.00		$23,000.00
8	Connection to Existing 24-Inch Water Main, including fittings and removal of plug, complete in place per Lump Sum	EA	1	$2,600.00		$2,600.00	$2,630.00		$2,630.00	$3,700.00		$3,700.00	$2,000.00		$2,000.00
9	16-Inch C905 DR-18 PVC Water Line including fittings, excavation and backfill, per Linear Foot	LF	566	$78.00		$44,148.00	$55.85		$31,611.10	$70.00		$39,620.00	$77.00		$43,582.00
10	16-Inch C905 DR-18 PVC Restrained Joint Waterline, including fittings, excavation and backfill, per Linear Foot	LF	231	$87.00		$20,097.00	$94.00		$21,714.00	$99.00		$22,869.00	$162.00		$37,422.00
11	24-Inch C905 DR-18 PVC Water Line including fittings, excavation and backfill, per Linear Foot	LF	3,049	$118.00		$359,782.00	$101.00		$307,949.00	$107.00		$326,243.00	$130.00		$396,370.00
12	24-Inch C905 DR-18 PVC Restrained Joint Waterline, including fittings, excavation and backfill, per Linear Foot	LF	1,532	$141.00		$216,012.00	$125.00		$191,500.00	$134.00		$205,288.00	$197.00		$301,804.00
13	24-Inch C905 DR-18 PVC Waterline, including fittings, installed via uncased bore, per Linear Foot	LF	42	$445.00		$18,690.00	$502.00		$21,084.00	$633.00		$26,586.00	$470.00		$19,740.00
14	30-Inch Bore and Steel Encasement across Ronald Reagan Blvd., including, 16-Inch C905 DR-18 PVC Restrained Joint Pipe, spacers, bore and receiving pits and grouting casing pipe inside and out, complete in place per Linear Foot	LF	195	$410.00		$79,950.00	$603.00		$117,585.00	$522.00		$101,790.00	$820.00		$159,900.00
15	30-Inch Bore and Steel Encasement across Kauffman Loop, including, 16-Inch C905 DR-18 PVC Restrained Joint Pipe, spacers, bore and receiving pits and grouting casing pipe inside and out, complete in place per Linear Foot	LF	72	$448.00		$32,256.00	$608.00		$43,776.00	$512.00		$36,864.00	$820.00		$59,040.00
16	36-Inch Bore and Steel Encasement, including, 24-Inch C905 DR-18 PVC Restrained Joint Pipe, spacers, bore and receiving pits and grouting casing pipe inside and out, complete in place per Linear Foot	LF	63	$614.00		$38,682.00	$772.00		$48,636.00	$657.00		$41,391.00	$910.00		$57,330.00
17	12-Inch Gate Valve, complete in place per Each	EA	7	$2,000.00		$14,000.00	$3,000.00		$21,000.00	$2,350.00		$16,450.00	$2,800.00		$19,600.00
18	16-Inch Gate Valve, complete in place per Each	EA	4	$9,000.00		$36,000.00	$7,435.00		$29,740.00	$6,700.00		$26,800.00	$6,850.00		$27,400.00
19	24-Inch Gate Valve, complete in place per Each	EA	3	$15,750.00		$47,250.00	$18,315.00		$54,945.00	$19,500.00		$58,500.00	$16,600.00		$49,800.00
20	3-Inch Combination Air Valve Assembly, including piping, valves, vent piping, precast concrete manhole, lid, ring and cover, complete in place per Each	EA	1	$5,900.00		$5,900.00	$7,377.00		$7,377.00	$8,400.00		$8,400.00	$7,400.00		$7,400.00
21	4-Inch Combination Air Valve Assembly, including piping, valves, vent piping, precast concrete manhole, lid, ring and cover, complete in place per Each	EA	5	$8,200.00		$41,000.00	$8,516.00		$42,580.00	$9,700.00		$48,500.00	$9,200.00		$46,000.00
22	Water Valve Sign, including post, complete in place, per Each	EA	28	$25.00		$700.00	$50.00		$1,400.00	$113.00		$3,164.00	$40.00		$1,120.00
23	Fire Hydrant Assembly, including hydrant and gate valve, complete in place per Each	EA	21	$4,725.00		$99,225.00	$4,267.00		$89,607.00	$5,100.00		$107,100.00	$4,000.00		$84,000.00

CITY OF LEANDER RONALD REAGAN BLVD WATERLINE NORTH PHASE 2
BID TABULATION - JULY 2, 2015

				BIDDERS							
				C. C. Carlton Industries, Ltd.		Prota, Inc.		Atlas Construction, Corp.		Central Road & Utility, Ltd.	
				6207 Bee Caves Road Austin, TX 78746		P.O. Box 342195 Austin, TX 78734		312 Sunset Dr. Granite Shoals, TX 78654		8760 A Research Blvd., #192 Austin, TX 78758	
				(512) 476-4282		(512) 535-2555		(830) 596-0496		(512) 989-2602	
				Addendum	Bid Bond	Addendum	Bid Bond	Addendum	Bid Bond	Addendum	Bid Bond
				1 2	Y	1 2	Y	1 2	Y	1 2	Y
				Y Y	Y	Y Y	Y	Y Y	Y	Y Y	Y
Item	**Description**	**Unit**	**Qty**	**Unit Cost**	**Total Cost**	**Unit Cost**	**Total Cost**	**Unit Cost**	**Total Cost**	**Unit Cost**	**Total Cost**
1	Mobilization for construction of water line and appurtenances, per Lump Sum	LS	1	$25,700.00	$25,700.00	$67,185.40	$67,185.40	$115,000.00	$115,000.00	$43,977.00	$43,977.00
2	Construction Staking, per Linear Foot	LF	5,750	$1.20	$6,900.00	$1.20	$6,900.00	$2.00	$11,500.00	$1.10	$6,325.00
3	Traffic Control, per Lump Sum	LS	1	$7,500.00	$7,500.00	$6,000.00	$6,000.00	$5,000.00	$5,000.00	$9,095.00	$9,095.00
4	Field Locate and Pothole Existing Utilities, per Lump Sum	LS	1	$5,000.00	$5,000.00	$3,000.00	$3,000.00	$5,000.00	$5,000.00	$8,025.00	$8,025.00
5	Clearing and Grubbing	LS	1	$45,000.00	$45,000.00	$7,000.00	$7,000.00	$5,000.00	$5,000.00	$32,100.00	$32,100.00
6	Trench Safety Systems (All Depths), per Linear Foot	LF	5,378	$1.00	$5,378.00	$1.20	$6,453.60	$2.00	$10,756.00	$1.10	$5,915.80
7	Restoration and Revegetation, per Linear Foot of waterline installed	LF	5,750	$7.90	$45,425.00	$4.50	$25,875.00	$6.00	$34,500.00	$3.00	$17,250.00
8	Connection to Existing 24-Inch Water Main, including fittings and removal of plug, complete in place per Lump Sum	EA	1	$4,000.00	$4,000.00	$2,150.00	$2,150.00	$4,000.00	$4,000.00	$3,798.50	$3,798.50
9	16-Inch C905 DR-18 PVC Water Line including fittings, excavation and backfill, per Linear Foot	LF	566	$65.00	$36,790.00	$122.00	$69,052.00	$90.00	$50,940.00	$87.80	$49,694.80
10	16-Inch C905 DR-18 PVC Restrained Joint Waterline, including fittings, excavation and backfill, per Linear Foot	LF	231	$185.00	$42,735.00	$134.00	$30,954.00	$100.00	$23,100.00	$93.30	$21,552.30
11	24-Inch C905 DR-18 PVC Water Line including fittings, excavation and backfill, per Linear Foot	LF	3,049	$120.00	$365,880.00	$156.50	$477,168.50	$135.00	$411,615.00	$131.50	$400,943.50
12	24-Inch C905 DR-18 PVC Restrained Joint Waterline, including fittings, excavation and backfill, per Linear Foot	LF	1,532	$180.00	$275,760.00	$185.15	$283,649.80	$150.00	$229,800.00	$149.60	$229,187.20
13	24-Inch C905 DR-18 PVC Waterline, including fittings, installed via uncased bore, per Linear Foot	LF	42	$370.00	$15,540.00	$356.00	$14,952.00	$450.00	$18,900.00	$125.70	$5,279.40
14	30-Inch Bore and Steel Encasement across Ronald Reagan Blvd., including, 16-Inch C905 DR-18 PVC Restrained Joint Pipe, spacers, bore and receiving pits and grouting casing pipe inside and out, complete in place per Linear Foot	LF	195	$500.00	$97,500.00	$400.00	$78,000.00	$650.00	$126,750.00	$579.20	$112,944.00
15	30-Inch Bore and Steel Encasement across Kauffman Loop, including, 16-Inch C905 DR-18 PVC Restrained Joint Pipe, spacers, bore and receiving pits and grouting casing pipe inside and out, complete in place per Linear Foot	LF	72	$520.00	$37,440.00	$469.00	$33,768.00	$700.00	$50,400.00	$672.90	$48,448.80
16	36-Inch Bore and Steel Encasement, including, 24-Inch C905 DR-18 PVC Restrained Joint Pipe, spacers, bore and receiving pits and grouting casing pipe inside and out, complete in place per Linear Foot	LF	63	$900.00	$56,700.00	$600.00	$37,800.00	$800.00	$50,400.00	$790.40	$49,795.20
17	12-Inch Gate Valve, complete in place per Each	EA	7	$2,600.00	$18,200.00	$2,540.00	$17,780.00	$3,000.00	$21,000.00	$3,531.00	$24,717.00
18	16-Inch Gate Valve, complete in place per Each	EA	4	$7,100.00	$28,400.00	$6,450.00	$25,800.00	$7,000.00	$28,000.00	$8,078.50	$32,314.00
19	24-Inch Gate Valve, complete in place per Each	EA	3	$17,000.00	$51,000.00	$16,930.00	$50,790.00	$17,000.00	$51,000.00	$21,614.00	$64,842.00
20	3-Inch Combination Air Valve Assembly, including piping, valves, vent piping, precast concrete manhole, lid, ring and cover, complete in place per Each	EA	1	$7,600.00	$7,600.00	$6,150.00	$6,150.00	$6,000.00	$6,000.00	$12,145.30	$12,145.30
21	4-Inch Combination Air Valve Assembly, including piping, valves, vent piping, precast concrete manhole, lid, ring and cover, complete in place per Each	EA	5	$9,000.00	$45,000.00	$7,760.00	$38,800.00	$8,000.00	$40,000.00	$12,936.30	$64,681.50
22	Water Valve Sign, including post, complete in place, per Each	EA	28	$120.00	$3,360.00	$78.00	$2,184.00	$200.00	$5,600.00	$48.20	$1,349.60
23	Fire Hydrant Assembly, including hydrant and gate valve, complete in place per Each	EA	21	$4,100.00	$86,100.00	$5,150.00	$108,150.00	$4,500.00	$94,500.00	$4,601.00	$96,621.00

CITY OF LEANDER RONALD REAGAN BLVD WATERLINE NORTH PHASE 2
BID TABULATION - JULY 2, 2015

				BIDDERS									
				Skyblue Utilities, Inc.			Smith Contracting Co., Inc.			Austin Underground Inc.			Westar Construction, Inc.		
				P.O. Box 1001 Kingsland, TX 78639			15308 Ginger St Austin, TX 78728			P.O. Box 5650 Lago Vista, TX 78645			4500 Williams Dr. Ste. 212 PMB411 Georgetown, TX 78633		
				(325) 388-2500			(512) 990-7640			(512) 535-3285			(512) 630-5930		
				Addendum		Bid Bond	Addendum		Bid Bond	Addendum		Bid Bond	Addendum		Bid Bond
				1	2	Y	1	2	Y	1	2	Y	1	2	Y
				Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Item	Description	Unit	Qty	Unit Cost		Total Cost	Unit Cost		Total Cost	Unit Cost		Total Cost	Unit Cost		Total Cost
1	Mobilization for construction of water line and appurtenances, per Lump Sum	LS	1	$23,400.00		$23,400.00	$65,000.00		$65,000.00	$75,000.00		$75,000.00	$95,000.00		$95,000.00
2	Construction Staking, per Linear Foot	LF	5,750	$0.94		$5,405.00	$1.50		$8,625.00	$2.00		$11,500.00	$1.40		$8,050.00
3	Traffic Control, per Lump Sum	LS	1	$5,850.00		$5,850.00	$3,900.00		$3,900.00	$15,000.00		$15,000.00	$10,000.00		$10,000.00
4	Field Locate and Pothole Existing Utilities, per Lump Sum	LS	1	$5,850.00		$5,850.00	$2,200.00		$2,200.00	$6,800.00		$6,800.00	$11,000.00		$11,000.00
5	Clearing and Grubbing	LS	1	$46,800.00		$46,800.00	$7,000.00		$7,000.00	$23,000.00		$23,000.00	$40,000.00		$40,000.00
6	Trench Safety Systems (All Depths), per Linear Foot	LF	5,378	$1.76		$9,465.28	$1.00		$5,378.00	$1.50		$8,067.00	$2.50		$13,445.00
7	Restoration and Revegetation, per Linear Foot of waterline installed	LF	5,750	$2.93		$16,847.50	$15.00		$86,250.00	$11.00		$63,250.00	$4.00		$23,000.00
8	Connection to Existing 24-Inch Water Main, including fittings and removal of plug, complete in place per Lump Sum	EA	1	$6,076.98		$6,076.98	$3,400.00		$3,400.00	$6,100.00		$6,100.00	$4,000.00		$4,000.00
9	16-Inch C905 DR-18 PVC Water Line including fittings, excavation and backfill, per Linear Foot	LF	566	$78.43		$44,391.38	$76.00		$43,016.00	$71.00		$40,186.00	$72.00		$40,752.00
10	16-Inch C905 DR-18 PVC Restrained Joint Waterline, including fittings, excavation and backfill, per Linear Foot	LF	231	$89.38		$20,646.78	$81.00		$18,711.00	$69.00		$15,939.00	$107.00		$24,717.00
11	24-Inch C905 DR-18 PVC Water Line including fittings, excavation and backfill, per Linear Foot	LF	3,049	$125.33		$382,131.17	$126.00		$384,174.00	$120.00		$365,880.00	$110.00		$335,390.00
12	24-Inch C905 DR-18 PVC Restrained Joint Waterline, including fittings, excavation and backfill, per Linear Foot	LF	1,532	$151.83		$232,603.56	$148.00		$226,736.00	$140.00		$214,480.00	$137.00		$209,884.00
13	24-Inch C905 DR-18 PVC Waterline, including fittings, installed via uncased bore, per Linear Foot	LF	42	$429.74		$18,049.08	$430.00		$18,060.00	$250.00		$10,500.00	$665.00		$27,930.00
14	30-Inch Bore and Steel Encasement across Ronald Reagan Blvd., including, 16-Inch C905 DR-18 PVC Restrained Joint Pipe, spacers, bore and receiving pits and grouting casing pipe inside and out, complete in place per Linear Foot	LF	195	$583.10		$113,704.50	$575.00		$112,125.00	$410.00		$79,950.00	$546.00		$106,470.00
15	30-Inch Bore and Steel Encasement across Kauffman Loop, including, 16-Inch C905 DR-18 PVC Restrained Joint Pipe, spacers, bore and receiving pits and grouting casing pipe inside and out, complete in place per Linear Foot	LF	72	$539.64		$38,854.08	$600.00		$43,200.00	$590.00		$42,480.00	$538.00		$38,736.00
16	36-Inch Bore and Steel Encasement, including, 24-Inch C905 DR-18 PVC Restrained Joint Pipe, spacers, bore and receiving pits and grouting casing pipe inside and out, complete in place per Linear Foot	LF	63	$772.88		$48,691.44	$705.00		$44,415.00	$740.00		$46,620.00	$690.00		$43,470.00
17	12-Inch Gate Valve, complete in place per Each	EA	7	$2,484.77		$17,393.39	$2,400.00		$16,800.00	$3,300.00		$23,100.00	$2,700.00		$18,900.00
18	16-Inch Gate Valve, complete in place per Each	EA	4	$6,695.60		$26,782.40	$6,300.00		$25,200.00	$8,500.00		$34,000.00	$7,100.00		$28,400.00
19	24-Inch Gate Valve, complete in place per Each	EA	3	$18,842.54		$56,527.62	$16,200.00		$48,600.00	$22,000.00		$66,000.00	$21,000.00		$63,000.00
20	3-Inch Combination Air Valve Assembly, including piping, valves, vent piping, precast concrete manhole, lid, ring and cover, complete in place per Each	EA	1	$11,486.59		$11,486.59	$6,600.00		$6,600.00	$8,900.00		$8,900.00	$8,800.00		$8,800.00
21	4-Inch Combination Air Valve Assembly, including piping, valves, vent piping, precast concrete manhole, lid, ring and cover, complete in place per Each	EA	5	$12,975.30		$64,876.50	$7,200.00		$36,000.00	$11,000.00		$55,000.00	$10,100.00		$50,500.00
22	Water Valve Sign, including post, complete in place, per Each	EA	28	$86.58		$2,424.24	$118.00		$3,304.00	$160.00		$4,480.00	$175.00		$4,900.00
23	Fire Hydrant Assembly, including hydrant and gate valve, complete in place per Each	EA	21	$3,899.03		$81,879.63	$4,600.00		$96,600.00	$6,400.00		$134,400.00	$5,500.00		$115,500.00

CITY OF LEANDER RONALD REAGAN BLVD WATERLINE NORTH PHASE 2
BID TABULATION - JULY 2, 2015

				BIDDERS					
				JKB Construction Company, LLC P.O. Box 1001 Liberty Hill, TX 78642		Royal Vista Inc. 350 County Road 260 Liberty Hill, TX 78642		M&C Fonseca Construction Co., Inc. 1901 Prairie Creek Rd Granite Shoals, TX 78654	
				(512) 260-2600		(512) 515-6824		(830) 596-1741	
				Addendum	Bid Bond	Addendum	Bid Bond	Addendum	Bid Bond
				1 2	Y	1 2	Y	1 2	Y
				Y Y	Y	Y Y	Y	Y Y	Y
Item	**Description**	**Unit**	**Qty**	**Unit Cost**	**Total Cost**	**Unit Cost**	**Total Cost**	**Unit Cost**	**Total Cost**
1	Mobilization for construction of water line and appurtenances, per Lump Sum	LS	1	$68,000.00	$68,000.00	$60,000.00	$60,000.00	$38,600.00	$38,600.00
2	Construction Staking, per Linear Foot	LF	5,750	$1.00	$5,750.00	$2.00	$11,500.00	$5.35	$30,762.50
3	Traffic Control, per Lump Sum	LS	1	$17,120.00	$17,120.00	$18,000.00	$18,000.00	$10,800.00	$10,800.00
4	Field Locate and Pothole Existing Utilities, per Lump Sum	LS	1	$18,500.00	$18,500.00	$10,000.00	$10,000.00	$9,400.00	$9,400.00
5	Clearing and Grubbing	LS	1	$43,000.00	$43,000.00	$40,000.00	$40,000.00	$21,800.00	$21,800.00
6	Trench Safety Systems (All Depths), per Linear Foot	LF	5,378	$0.75	$4,033.50	$3.00	$16,134.00	$3.85	$20,705.30
7	Restoration and Revegetation, per Linear Foot of waterline installed	LF	5,750	$5.30	$30,475.00	$6.00	$34,500.00	$16.50	$94,875.00
8	Connection to Existing 24-Inch Water Main, including fittings and removal of plug, complete in place per Lump Sum	EA	1	$5,000.00	$5,000.00	$4,000.00	$4,000.00	$9,500.00	$9,500.00
9	16-Inch C905 DR-18 PVC Water Line including fittings, excavation and backfill, per Linear Foot	LF	566	$60.00	$33,960.00	$105.00	$59,430.00	$84.95	$48,081.70
10	16-Inch C905 DR-18 PVC Restrained Joint Waterline, including fittings, excavation and backfill, per Linear Foot	LF	231	$200.00	$46,200.00	$125.00	$28,875.00	$88.26	$20,388.06
11	24-Inch C905 DR-18 PVC Water Line including fittings, excavation and backfill, per Linear Foot	LF	3,049	$113.00	$344,537.00	$155.00	$472,595.00	$122.38	$373,136.62
12	24-Inch C905 DR-18 PVC Restrained Joint Waterline, including fittings, excavation and backfill, per Linear Foot	LF	1,532	$197.00	$301,804.00	$175.00	$268,100.00	$132.98	$203,725.36
13	24-Inch C905 DR-18 PVC Waterline, including fittings, installed via uncased bore, per Linear Foot	LF	42	$406.00	$17,052.00	$450.00	$18,900.00	$218.92	$9,194.64
14	30-Inch Bore and Steel Encasement across Ronald Reagan Blvd., including, 16-Inch C905 DR-18 PVC Restrained Joint Pipe, spacers, bore and receiving pits and grouting casing pipe inside and out, complete in place per Linear Foot	LF	195	$550.00	$107,250.00	$595.00	$116,025.00	$478.50	$93,307.50
15	30-Inch Bore and Steel Encasement across Kauffman Loop, including, 16-Inch C905 DR-18 PVC Restrained Joint Pipe, spacers, bore and receiving pits and grouting casing pipe inside and out, complete in place per Linear Foot	LF	72	$550.00	$39,600.00	$595.00	$42,840.00	$462.99	$33,335.28
16	36-Inch Bore and Steel Encasement, including, 24-Inch C905 DR-18 PVC Restrained Joint Pipe, spacers, bore and receiving pits and grouting casing pipe inside and out, complete in place per Linear Foot	LF	63	$700.00	$44,100.00	$750.00	$47,250.00	$489.48	$30,837.24
17	12-Inch Gate Valve, complete in place per Each	EA	7	$2,300.00	$16,100.00	$2,850.00	$19,950.00	$2,800.00	$19,600.00
18	16-Inch Gate Valve, complete in place per Each	EA	4	$5,500.00	$22,000.00	$8,500.00	$34,000.00	$5,468.19	$21,872.76
19	24-Inch Gate Valve, complete in place per Each	EA	3	$14,000.00	$42,000.00	$23,500.00	$70,500.00	$15,408.67	$46,226.01
20	3-Inch Combination Air Valve Assembly, including piping, valves, vent piping, precast concrete manhole, lid, ring and cover, complete in place per Each	EA	1	$6,900.00	$6,900.00	$8,500.00	$8,500.00	$6,980.25	$6,980.25
21	4-Inch Combination Air Valve Assembly, including piping, valves, vent piping, precast concrete manhole, lid, ring and cover, complete in place per Each	EA	5	$8,600.00	$43,000.00	$9,500.00	$47,500.00	$7,800.00	$39,000.00
22	Water Valve Sign, including post, complete in place, per Each	EA	28	$12.00	$336.00	$50.00	$1,400.00	$68.50	$1,918.00
23	Fire Hydrant Assembly, including hydrant and gate valve, complete in place per Each	EA	21	$4,160.00	$87,360.00	$5,000.00	$105,000.00	$4,200.00	$88,200.00

CITY OF LEANDER RONALD REAGAN BLVD WATERLINE NORTH PHASE 2
BID TABULATION - JULY 2, 2015

				BIDDERS							
				Aaron Concrete Contractors, LP 4108 Nixon Ln Austin, TX 78725 (512) 926-7326		Kodiak Trenching and Boring, LLC 214 E College St. Grapevine, TX 76051 (817) 729-2581		Rockin' Q Construction LLC 612 Oakwood Loop San Marcos, TX 78666 (512) 738-6666		Austin Engineering Co., Inc. P.O. Box 342349 Austin, TX 78734 (512) 327-1464	
				Addendum	Bid Bond	Addendum	Bid Bond	Addendum	Bid Bond	Addendum	Bid Bond
				1 2	Y	1 2	Y	1 2	Y	1 2	Y
				Y Y	Y	Y Y	Y	Y Y	Y	Y Y	Y
Item	Description	Unit	Qty	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
24	Fire Hydrant Lead Piping, including fittings, complete in place, per Linear Foot	LF	173	$38.00	$6,574.00	$32.10	$5,553.30	$41.00	$7,093.00	$60.00	$10,380.00
25	Disinfection and Testing of Potable Water Lines, complete in place per Lump Sum	LS	1	$12,600.00	$12,600.00	$6,392.00	$6,392.00	$22,000.00	$22,000.00	$5,000.00	$5,000.00
26	Stabilized Construction Entrances, per Each	EA	2	$1,250.00	$2,500.00	$2,378.00	$4,756.00	$1,250.00	$2,500.00	$2,000.00	$4,000.00
27	Silt Fence for Erosion Control, per Linear Foot	LF	6,620	$2.50	$16,550.00	$1.85	$12,247.00	$4.00	$26,480.00	$2.50	$16,550.00
28	Soil Retention Blanket, complete in place, per the Linear Foot of Water Main Installed for the full width of the area disturbed by construction activities	LF	1,840	$1.50	$2,760.00	$15.00	$27,600.00	$7.00	$12,880.00	$22.00	$40,480.00
29	New Gate Installed in Existing Fencing, per Each	EA	2	$2,000.00	$4,000.00	$1,191.00	$2,382.00	$1,000.00	$2,000.00	$1,200.00	$2,400.00
	TOTAL BASE BID			$1,214,279.00		$1,426,174.40		$1,332,102.00		$1,550,821.00	
9A	Replace the unit cost for Bid Item No. 9 above, for utilization of 16-inch diameter CL 250 Ductile Iron Water Line including fittings, excavation and backfill, per Linear Foot	LF	566	$92.00	$52,072.00	$72.60	$41,091.60	$70.00	$39,620.00	$103.00	$58,298.00
10A	Replace the unit cost for Bid Item No. 10 above, for utilization of 16-inch diameter Factory Restrained Joint CL 250 Ductile Iron Water Line including fittings, excavation and backfill, per Linear Foot	LF	231	$110.00	$25,410.00	$118.20	$27,304.20	$117.00	$27,027.00	$197.00	$45,507.00
11A	Replace the unit cost for Bid Item No. 11 above, for utilization of 24-inch diameter CL 250 Ductile Iron Water Line including fittings, excavation and backfill, per Linear Foot	LF	3,049	$143.00	$436,007.00	$113.95	$347,433.55	$111.00	$338,439.00	$146.00	$445,154.00
12A	Replace the unit cost for Bid Item No. 12 above, for utilization of 24-inch diameter Factory Restrained Joint CL 250 Ductile Iron Water Line including fittings, excavation and backfill, per Linear Foot	LF	1,532	$179.00	$274,228.00	$166.20	$254,618.40	$171.00	$261,972.00	$246.00	$376,872.00
13A	Replace the unit cost for Bid Item No. 13 above, for utilization of 24-inch diameter CL 250 Ductile Iron Water Line installed via uncased bore, including fittings, per Linear Foot	LF	42	$257.00	$10,794.00	$527.05	$22,136.10	$674.00	$28,308.00	$504.00	$21,168.00
	TOTAL BID *(UTILIZING CL 250 DUCTILE IRON)*			$1,354,061.00		$1,544,900.15		$1,406,862.00		$1,698,902.00	
14A	Replace the Unit cost for Bid Item 14 above. Item 14A assumes the installation of 16-inch diameter SDR-9 HDPE pipe within an existing 18-inch steel encasement, including all necessary fittings and appurtenances to attach to PVC/DI on each side of encasement. Cut and remove 20 linear feet of existing 18-inch steel casing from each end within right-of-way. Install end seals on casing, no casing spacers required.	LF	195	$114.00	$22,230.00	$178.00	$34,710.00	$133.00	$25,935.00	$240.00	$46,800.00
	TOTAL BID *(UTILIZING EXISTING STEEL CASING ACROSS RONALD REAGAN BLVD. AND INSTALLING HDPE PIPE)*			$1,156,559.00		$1,343,299.40		$1,256,247.00		$1,437,721.00	

Denotes Mathematical Error on Original Bid Form

CITY OF LEANDER RONALD REAGAN BLVD WATERLINE NORTH PHASE 2
BID TABULATION - JULY 2, 2015

				BIDDERS							
				C. C. Carlton Industries, Ltd. 6207 Bee Caves Road Austin, TX 78746 (512) 476-4282		Prota, Inc. P.O. Box 342195 Austin, TX 78734 (512) 535-2555		Atlas Construction, Corp. 312 Sunset Dr. Granite Shoals, TX 78654 (830) 596-0496		Central Road & Utility, Ltd. 8760 A Research Blvd., #192 Austin, TX 78758 (512) 989-2602	
				Addendum	Bid Bond	Addendum	Bid Bond	Addendum	Bid Bond	Addendum	Bid Bond
				1 2	Y	1 2	Y	1 2	Y	1 2	Y
				Y Y	Y	Y Y	Y	Y Y	Y	Y Y	Y
Item	Description	Unit	Qty	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
24	Fire Hydrant Lead Piping, including fittings, complete in place, per Linear Foot	LF	173	$55.00	$9,515.00	$40.00	$6,920.00	$100.00	$17,300.00	$41.20	$7,127.60
25	Disinfection and Testing of Potable Water Lines, complete in place per Lump Sum	LS	1	$8,700.00	$8,700.00	$14,925.00	$14,925.00	$6,000.00	$6,000.00	$8,025.00	$8,025.00
26	Stabilized Construction Entrances, per Each	EA	2	$2,000.00	$4,000.00	$1,100.00	$2,200.00	$5,000.00	$10,000.00	$1,605.00	$3,210.00
27	Silt Fence for Erosion Control, per Linear Foot	LF	6,620	$3.50	$23,170.00	$3.00	$19,860.00	$2.00	$13,240.00	$2.70	$17,874.00
28	Soil Retention Blanket, complete in place, per the Linear Foot of Water Main Installed for the full width of the area disturbed by construction activities	LF	1,840	$8.10	$14,904.00	$7.00	$12,880.00	$6.00	$11,040.00	$3.20	$5,888.00
29	New Gate Installed in Existing Fencing, per Each	EA	2	$4,000.00	$8,000.00	$1,800.00	$3,600.00	$500.00	$1,000.00	$1,337.50	$2,675.00
	TOTAL BASE BID			$1,381,197.00		$1,459,947.30		$1,457,341.00		$1,385,801.50	
9A	Replace the unit cost for Bid Item No. 9 above, for utilization of 16-inch diameter CL 250 Ductile Iron Water Line including fittings, excavation and backfill, per Linear Foot	LF	566	$90.00	$50,940.00	$140.00	$79,240.00	$150.00	$84,900.00	$113.40	$64,184.40
10A	Replace the unit cost for Bid Item No. 10 above, for utilization of 16-inch diameter Factory Restrained Joint CL 250 Ductile Iron Water Line including fittings, excavation and backfill, per Linear Foot	LF	231	$150.00	$34,650.00	$164.00	$37,884.00	$200.00	$46,200.00	$120.10	$27,743.10
11A	Replace the unit cost for Bid Item No. 11 above, for utilization of 24-inch diameter CL 250 Ductile Iron Water Line including fittings, excavation and backfill, per Linear Foot	LF	3,049	$155.00	$472,595.00	$181.00	$551,869.00	$250.00	$762,250.00	$160.30	$488,754.70
12A	Replace the unit cost for Bid Item No. 12 above, for utilization of 24-inch diameter Factory Restrained Joint CL 250 Ductile Iron Water Line including fittings, excavation and backfill, per Linear Foot	LF	1,532	$215.00	$329,380.00	$230.00	$352,360.00	$300.00	$459,600.00	$173.70	$266,108.40
13A	Replace the unit cost for Bid Item No. 13 above, for utilization of 24-inch diameter CL 250 Ductile Iron Water Line installed via uncased bore, including fittings, per Linear Foot	LF	42	$415.00	$17,430.00	$345.00	$14,490.00	$600.00	$25,200.00	$181.30	$7,614.60
	TOTAL BID *(UTILIZING CL 250 DUCTILE IRON)*			$1,549,487.00		$1,620,014.00		$2,101,136.00		$1,533,549.50	
14A	Replace the Unit cost for Bid Item 14 above. Item 14A assumes the installation of 16-inch diameter SDR-9 HDPE pipe within an existing 18-inch steel encasement, including all necessary fittings and appurtenances to attach to PVC/DI on each side of encasement. Cut and remove 20 linear feet of existing 18-inch steel casing from each end within right-of-way. Install end seals on casing, no casing spacers required.	LF	195	$115.00	$22,425.00	$272.00	$53,040.00	$800.00	$156,000.00	$144.50	$28,177.50
	TOTAL BID *(UTILIZING EXISTING STEEL CASING ACROSS RONALD REAGAN BLVD. AND INSTALLING HDPE PIPE)*			$1,306,122.00		$1,434,987.30		$1,486,591.00		$1,301,035.00	

Denotes Mathematical Error on Original Bid Form

CITY OF LEANDER RONALD REAGAN BLVD WATERLINE NORTH PHASE 2
BID TABULATION - JULY 2, 2015

				BIDDERS									
				Skyblue Utilities, Inc.			Smith Contracting Co., Inc.			Austin Underground Inc.			Westar Construction, Inc.		
				P.O. Box 1001 Kingsland, TX 78639			15308 Ginger St Austin, TX 78728			P.O. Box 5650 Lago Vista, TX 78645			4500 Williams Dr. Ste. 212 PMB411 Georgetown, TX 78633		
				(325) 388-2500			(512) 990-7640			(512) 535-3285			(512) 630-5930		
				Addendum		Bid Bond	Addendum		Bid Bond	Addendum		Bid Bond	Addendum		Bid Bond
				1	2	Y	1	2	Y	1	2	Y	1	2	Y
				Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Item	**Description**	**Unit**	**Qty**	**Unit Cost**		**Total Cost**	**Unit Cost**		**Total Cost**	**Unit Cost**		**Total Cost**	**Unit Cost**		**Total Cost**
24	Fire Hydrant Lead Piping, including fittings, complete in place, per Linear Foot	LF	173	$41.33		$7,150.09	$25.00		$4,325.00	$100.00		$17,300.00	$45.00		$7,785.00
25	Disinfection and Testing of Potable Water Lines, complete in place per Lump Sum	LS	1	$5,850.00		$5,850.00	$10,000.00		$10,000.00	$11,000.00		$11,000.00	$23,000.00		$23,000.00
26	Stabilized Construction Entrances, per Each	EA	2	$1,287.00		$2,574.00	$1,000.00		$2,000.00	$3,300.00		$6,600.00	$1,100.00		$2,200.00
27	Silt Fence for Erosion Control, per Linear Foot	LF	6,620	$2.93		$19,396.60	$3.50		$23,170.00	$3.50		$23,170.00	$2.50		$16,550.00
28	Soil Retention Blanket, complete in place, per the Linear Foot of Water Main Installed for the full width of the area disturbed by construction activities	LF	1,840	$9.36		$17,222.40	$8.00		$14,720.00	$2.00		$3,680.00	$7.00		$12,880.00
29	New Gate Installed in Existing Fencing, per Each	EA	2	$1,521.00		$3,042.00	$3,800.00		$7,600.00	$4,000.00		$8,000.00	$805.00		$1,610.00
	TOTAL BASE BID			$1,335,372.21			$1,367,109.00			$1,420,382.00			$1,385,869.00		
9A	Replace the unit cost for Bid Item No. 9 above, for utilization of 16-inch diameter CL 250 Ductile Iron Water Line including fittings, excavation and backfill, per Linear Foot	LF	566	$92.83		$52,541.78	$102.00		$57,732.00	$93.00		$52,638.00	$71.00		$40,186.00
10A	Replace the unit cost for Bid Item No. 10 above, for utilization of 16-inch diameter Factory Restrained Joint CL 250 Ductile Iron Water Line including fittings, excavation and backfill, per Linear Foot	LF	231	$107.35		$24,797.85	$118.00		$27,258.00	$110.00		$25,410.00	$122.00		$28,182.00
11A	Replace the unit cost for Bid Item No. 11 above, for utilization of 24-inch diameter CL 250 Ductile Iron Water Line including fittings, excavation and backfill, per Linear Foot	LF	3,049	$141.65		$431,890.85	$152.00		$463,448.00	$140.00		$426,860.00	$116.00		$353,684.00
12A	Replace the unit cost for Bid Item No. 12 above, for utilization of 24-inch diameter Factory Restrained Joint CL 250 Ductile Iron Water Line including fittings, excavation and backfill, per Linear Foot	LF	1,532	$169.71		$259,995.72	$188.00		$288,016.00	$180.00		$275,760.00	$178.00		$272,696.00
13A	Replace the unit cost for Bid Item No. 13 above, for utilization of 24-inch diameter CL 250 Ductile Iron Water Line installed via uncased bore, including fittings, per Linear Foot	LF	42	$485.52		$20,391.84	$474.00		$19,908.00	$350.00		$14,700.00	$705.00		$29,610.00
	TOTAL BID *(UTILIZING CL 250 DUCTILE IRON)*			$1,427,168.28			$1,532,774.00			$1,568,765.00			$1,471,554.00		
14A	Replace the Unit cost for Bid Item 14 above. Item 14A assumes the installation of 16-inch diameter SDR-9 HDPE pipe within an existing 18-inch steel encasement, including all necessary fittings and appurtenances to attach to PVC/DI on each side of encasement. Cut and remove 20 linear feet of existing 18-inch steel casing from each end within right-of-way. Install end seals on casing, no casing spacers required.	LF	195	$358.20		$69,849.00	$150.00		$29,250.00	$92.00		$17,940.00	$139.00		$27,105.00
	TOTAL BID *(UTILIZING EXISTING STEEL CASING ACROSS RONALD REAGAN BLVD. AND INSTALLING HDPE PIPE)*			$1,291,516.71			$1,284,234.00			$1,358,372.00			$1,306,504.00		

Denotes Mathematical Error on Original Bid Form

CITY OF LEANDER RONALD REAGAN BLVD WATERLINE NORTH PHASE 2
BID TABULATION - JULY 2, 2015

				BIDDERS					
				JKB Construction Company, LLC P.O. Box 1001 Liberty Hill, TX 78642 (512) 260-2600		Royal Vista Inc. 350 County Road 260 Liberty Hill, TX 78642 (512) 515-6824		M&C Fonseca Construction Co., Inc. 1901 Prairie Creek Rd Granite Shoals, TX 78654 (830) 596-1741	
				Addendum	Bid Bond	Addendum	Bid Bond	Addendum	Bid Bond
				1 2	Y	1 2	Y	1 2	Y
				Y Y	Y	Y Y	Y	Y Y	Y
Item	**Description**	**Unit**	**Qty**	**Unit Cost**	**Total Cost**	**Unit Cost**	**Total Cost**	**Unit Cost**	**Total Cost**
24	Fire Hydrant Lead Piping, including fittings, complete in place, per Linear Foot	LF	173	$41.00	$7,093.00	$55.00	$9,515.00	$68.00	$11,764.00
25	Disinfection and Testing of Potable Water Lines, complete in place per Lump Sum	LS	1	$7,500.00	$7,500.00	$17,000.00	$17,000.00	$11,000.00	$11,000.00
26	Stabilized Construction Entrances, per Each	EA	2	$1,100.00	$2,200.00	$1,500.00	$3,000.00	$2,500.00	$5,000.00
27	Silt Fence for Erosion Control, per Linear Foot	LF	6,620	$2.20	$14,564.00	$2.50	$16,550.00	$5.25	$34,755.00
28	Soil Retention Blanket, complete in place, per the Linear Foot of Water Main Installed for the full width of the area disturbed by construction activities	LF	1,840	$4.30	$7,912.00	$8.00	$14,720.00	$8.18	$15,051.20
29	New Gate Installed in Existing Fencing, per Each	EA	2	$3,250.00	$6,500.00	$5,000.00	$10,000.00	$6,895.00	$13,790.00
	TOTAL BASE BID			$1,389,846.50		$1,605,784.00		$1,363,606.42	
9A	Replace the unit cost for Bid Item No. 9 above, for utilization of 16-inch diameter CL 250 Ductile Iron Water Line including fittings, excavation and backfill, per Linear Foot	LF	566	$145.00	$82,070.00	$145.00	$82,070.00	$99.68	$56,418.88
10A	Replace the unit cost for Bid Item No. 10 above, for utilization of 16-inch diameter Factory Restrained Joint CL 250 Ductile Iron Water Line including fittings, excavation and backfill, per Linear Foot	LF	231	$164.00	$37,884.00	$175.00	$40,425.00	$112.32	$25,945.92
11A	Replace the unit cost for Bid Item No. 11 above, for utilization of 24-inch diameter CL 250 Ductile Iron Water Line including fittings, excavation and backfill, per Linear Foot	LF	3,049	$159.00	$484,791.00	$215.00	$655,535.00	$140.83	$429,390.67
12A	Replace the unit cost for Bid Item No. 12 above, for utilization of 24-inch diameter Factory Restrained Joint CL 250 Ductile Iron Water Line including fittings, excavation and backfill, per Linear Foot	LF	1,532	$192.00	$294,144.00	$245.00	$375,340.00	$186.92	$286,361.44
13A	Replace the unit cost for Bid Item No. 13 above, for utilization of 24-inch diameter CL 250 Ductile Iron Water Line installed via uncased bore, including fittings, per Linear Foot	LF	42	$470.00	$19,740.00	$450.00	$18,900.00	$237.37	$9,969.54
	TOTAL BID *(UTILIZING CL 250 DUCTILE IRON)*			$1,564,922.50		$1,930,154.00		$1,517,166.49	
14A	Replace the Unit cost for Bid Item 14 above. Item 14A assumes the installation of 16-inch diameter SDR-9 HDPE pipe within an existing 18-inch steel encasement, including all necessary fittings and appurtenances to attach to PVC/DI on each side of encasement. Cut and remove 20 linear feet of existing 18-inch steel casing from each end within right-of-way. Install end seals on casing, no casing spacers required.	LF	195	$720.00	$140,400.00	$450.00	$87,750.00	$118.50	$23,107.50
	TOTAL BID *(UTILIZING EXISTING STEEL CASING ACROSS RONALD REAGAN BLVD. AND INSTALLING HDPE PIPE)*			$1,422,996.50		$1,577,509.00		$1,293,406.42	

Denotes Mathematical Error on Original Bid Form

AGENDA ITEM # 21

Executive Summary

July 16, 2015

Council Agenda Subject: Consideration of Task Order KFA-30 with K. Friese & Associates, Inc., for professional services for Kauffman Loop Elevated Storage Tank Design, Bidding, and Construction Phase Services

Background: Task Order KFA-30 provides for the design, bidding, and construction phase professional services for a new 1.25 MG (bid alternates for 1.0 MG and 1.5 MG tanks will be provided) elevated storage tank (EST) on Kauffman Loop at CR 267 on the west side of Ronald Reagan Boulevard in northeast Leander. The EST will be constructed on an approximately 4 acre site that is part of the Wedemeyer development and is also the site for a proposed fire station. The project will include the design of approximately 1,500 linear feet of 24-inch diameter water main to the tank site along Kauffman Loop, tank appurtenances, driveway, fencing, and other site improvements. The layout of the tank site will take into consideration the construction of the proposed fire station, but no design of the fire station is included in this Task Order KFA-30. Compensation for the work is a combination of a lump sum amount of $49,914.00 and time and materials not to exceed $68,010.00 without authorization by the City of Leander totaling $176,491.80.

Origination: Wayne S. Watts, P.E., CFM, City Engineer

Financial Consideration: $176,491.80 from Water Impact Fee Fund, GL# TBD
-

Recommendation: Staff requests authorization for the City Manager to negotiate and execute Task Order KFA-30.

Attachments: Task Order KFA-30 and Scope of Services with supporting documents.

Prepared by: Wayne S. Watts, P.E., CFM, City Engineer

TASK ORDER FOR PROFESSIONAL SERVICES

TASK ORDER NO. KFA-30

This will constitute authorization by the City of Leander, Texas (Owner), for K Friese & Associates, Inc., Austin, Texas (Engineer), to proceed with the following described engineering services.

CITY OF LEANDER
KAUFFMAN LOOP ELEVATED STORAGE TANK DESIGN, BIDDING, AND CONSTRUCTION PHASE SERVICES

A. PROJECT DESCRIPTION

The Kauffman Elevated Storage Tank (EST) project will include the design and construction of a new 1.25 MG (estimated) EST off of Kauffman Loop in northeast Leander. The tank will be constructed on a 4 acre site that is part of the Wedemeyer Tract development for a new fire station and elevated tank. The project will include the design of approximately 1,500 linear feet of 24-inch diameter water main to the tank site along Kauffman Loop, tank appurtenances, driveway, fencing, and other site improvements. The layout of the tank site will take into consideration the construction of a future fire station, but no design of the fire station is included in this Task Order.

B. SCOPE OF SERVICES

KFA will provide design services as described in the attached Scope of Services.

C. DELIVERABLES

KFA will provide deliverables as described in the attached Scope of Services.

D. BASIS OF COMPENSATION

The total compensation for the Kauffman Loop Elevated Storage Tank design and construction administration project shall be on a partially lump sum basis of $49,914.00 and on a time and materials basis not to exceed $68,010.00 without prior authorization from the Owner, for a total authorization amount is $117,924.00. A Manpower/Budget Estimate is attached. The City shall make payments to the Engineer for performing the engineering services described on a monthly billing basis in accordance with monthly statements submitted by the Engineer and approved by the City. Final payment shall be due upon completion of the services described.

E. TIME FOR COMPLETION

The Engineer will work expeditiously to complete the services described herein. Total design services are anticipated to take approximately 6 months, and bid and construction phase services to take an additional year, for a total time of 1.5 years.

KFA will begin work as soon as authorized and as services are requested.

APPROVED:	ACCEPTED:
CITY OF LEANDER, TEXAS	K FRIESE & ASSOCIATES, INC.
By _____	By _____ Karen A. Friese, P.E. President
Title _____	
Attest _____	Attest _____
Date _____	Date _____

SCOPE OF SERVICES
KAUFFMAN ELEVATED STORAGE TANK

The Kauffman Elevated Storage Tank (EST) project will include the design and construction of a new 1.25 MG (estimated) EST off of Kauffman Loop in northeast Leander. The tank will be constructed on a 4 acre site that is being dedicated as part of the Wedemeyer Tract development for a new fire station and elevated tank. The project will include the design of approximately 1,500 linear feet of 24-inch diameter water main to the tank site along Kauffman Loop, tank appurtenances, driveway, fencing, and other site improvements. The layout of the tank site will take into consideration the construction of a future fire station, but no design of the fire station is included.

The Scope has been divided into "Time and Material" tasks and "Lump Sum" tasks.

PHASE I – PRELIMINARY AND DESIGN PHASE (LUMP SUM TASKS)

1. Project Management/Administration – This task includes monitoring budgets and schedules, communications, and other tasks directly associated with the project.

2. Project Design Meetings – KFA will prepare for and attend meetings with City of Leander staff to kick off the project (1 kick off meeting) and to review plan and specification submittals at the 30%, 75% and 100% design levels (2 review meetings).

3. Prepare Preliminary Engineering Report – KFA will summarize the evaluation of the proposed tank in a Preliminary Engineering Memorandum.

4. EST Plan Preparation – KFA has estimated that the plans will require approximately 15 civil plan sheets to be created, including cover, notes, location maps, site plans, EST and details, sedimentation controls, tree protection, and traffic control sheets.

5. Pipeline Plan Preparation - For the 1,500 linear foot extension of the 24-inch water main, it is estimated that 4 plan and profile sheets will be required. It is anticipated that the pipeline work within Kauffman Loop will be added to an existing construction contract separate from the EST project.

6. Technical specifications will be prepared for the project and KFA will coordinate with the City of Leander to incorporate front end and contract documents.

7. KFA will provide 30%, 75%, and 100% submittals to the City of Leander for review and comment. Submittals will include 3 sets of drawings, contract documents and technical specifications as they are developed. Each submittal will also include an updated project cost estimate. The final submittal will include one full size set of reproducible construction plans and complete set of contract documents and technical specifications and one electronic set of construction plans, contract documents and technical specifications.

8. Develop construction cost estimates for the project at each plan submittal.

9. Quality Assurance/Quality Control – The QA/QC task includes review of the work at various stages of progress as well as review of all materials to be submitted.

10. Permitting

    a. KFA will submit plans and specifications to TCEQ documenting the project and address any comments or requests for additional information typically necessary for construction approval.

11. KFA will prepare a Final Design Report documenting the rationale for the design of the EST.

PHASE I - DESIGN AND BID PHASE (TIME & MATERIALS TASKS)

1. Geotechnical Engineering Services (Fugro) – Fugro will perform the work as outlined in their attached Scope of Services, including geotechnical borings and investigations required for the design of the proposed tank foundation.

2. Environmental and Cultural Resources (SWCA):
    a. SWCA will perform environmental and cultural resources investigations, reporting, and permitting for the project.
    b. See attached SWCA Scope of Services for more information.

3. Design Survey (Inland):
    a. Topographic Survey – Inland Geodetics will establish horizontal and vertical control and perform a detailed topographic survey for the proposed pipeline route and tank site. Inland will prepare CADD files with a digital terrain model processed with 1 foot contours.
    b. See attached Inland Scope of Services for more information.

PHASE II – BID & CONSTRUCTION PHASE SERVICES (TIME & MATERIALS)

1. KFA will assist the City of Leander during the Bid Phase with contract document distribution, conducting the pre-bid conference and bid opening, and providing assistance throughout the bidding process. Services during the bid phase will include:

    a. Attend pre-bid conference. KFA will attend the pre-bid conference document any questions and any responses provided at the meeting, and issue a follow-up addendum if necessary.
    b. Interpret plans and specifications and draft addenda, as necessary, for issuance by the City of Leander. One (1) addendum has been assumed for budgeting purposes.
    c. Attend bid-opening, prepare bid tabulation and issue a recommendation for award. KFA will attend the public bid opening. After receipt of bids, KFA will tabulate the bids in unit price format. KFA will evaluate the bids

for responsiveness, meet with the low bidder if necessary, and issue a recommendation of award to the City of Leander.

2. KFA will assist the City of Leander with contract administration during the construction phase of the project. We understand the City of Leander will provide required construction inspection services, and have assumed that the construction duration will be approximately 6 months. KFA's services will include:

    a. Construction docs reproduction and distribution. KFA will incorporate addenda items in the construction plans as appropriate and reproduce and distribute the documents.
    b. Attend pre-construction conference. KFA will attend a pre-construction conference with the City of Leander, Contractor, and other parties as appropriate, and prepare the meeting minutes.
    c. Attend regular construction meetings. KFA will attend regular construction meetings with the City of Leander, Contractor, and other parties as appropriate, including preparing the meeting minutes. For budgeting purposes we have assumed 8 meetings.
    d. Site Visits. KFA will visit the site (8 visits) to check the progress of the work and verify general conformance with the project plans and technical specifications.
    e. Submittal Review. KFA will maintain a log of all Contractor submittals, track review progress, review and approve submittals, and distribute submittals to the appropriate parties.
    f. Pay Estimate Review. KFA will review the Contractor's pay estimates after approval by the City of Leander's on-site Inspector and make recommendations for payment.
    g. Preparation of Change Orders. KFA will review all Contractor's requests for Change Orders and prepare Change Orders as appropriate. For budgeting purposes we have assumed three (3) change orders.
    h. Provide answers to requests for information (RFI's) from Contractor as related to possible conflicts and clarifications needed between plans and specifications. Four (4) RFI's have been assumed.
    i. Contract Close-out. KFA will attend a final project walk-thru, document "punch list items", and issue an Engineer's Concurrence for Project Acceptance letter. KFA will also notify TCEQ and other jurisdictional agencies of project completion.
    j. Record Drawings. KFA will use the Contractor's redline as-built drawings to document as-built conditions in the final record drawings. KFA will supply the City of Leander with one set of reproducible record drawings and provide one set of record drawings in electronic format.

ITEMS NOT INCLUDED IN THIS SCOPE OF SERVICES

1. Electrical Design - Design for onsite electrical and SCADA controls for the EST will be added as a supplemental service at a future date.

2. Special Inspections & Testing for EST - Special inspections and testing of the EST will be performed by others. Including welding and painting of the new EST.

3. Property/Easement Metes and Bounds - It is assumed that the property will be dedicated to the City of Leander by the property owner and no easements or property descriptions will be required.

KFA MANPOWER/BUDGET ESTIMATE - LUMP SUM TASKS
KAUFFMAN LOOP ELEVATED STORAGE TANK

	Task	Principal Hours	Project Manager Hours	Engineer Hours	EIT Hours	CADD Technician Hours	Clerical Hours	Total Labor Hours	Total Labor Cost	Sub-Consultant Cost	Expenses Cost	Total Cost
Phase I - Preliminary & Design Phase												
1	Project Management/Administration	2	12				8	22	$3,169			$3,169
2	Project Design Meetings (3)		9	9				18	$2,633		$150	$2,783
3	Prepare Preliminary Engineering Memo		4	6	12	4		26	$2,813		$150	$2,963
4	EST Plan Preparation (15 Civil Sheets)	2	16	40	80	40		178	$18,481			$18,481
5	Pipeline Plan Preparation (4 Civil Sheets)		12		24	16		52	$5,689			$5,689
6	Technical Specifications	2	8	24			8	42	$5,128			$5,128
7	30%, 75%, 100% Submittals			6	9	9	6	30	$2,605		$250	$2,855
8	Construction Cost Estimates		4	4	12			20	$2,250			$2,250
9	QA/QC of Contract Documents	4	12					16	$3,209			$3,209
10	TCEQ Permitting		2		6	4		12	$1,242			$1,242
11	Final Design Report		4	6	12	4		26	$2,143			$2,143
	Lump Sum Totals	**10**	**83**	**95**	**155**	**77**	**22**	**442**	**$49,364**	**$0**	**$550**	**$49,914**

KFA MANPOWER/BUDGET ESTIMATE - TIME AND MATERIALS TASKS
KAUFFMAN LOOP ELEVATED STORAGE TANK

		Task	Principal Hours	Project Manager Hours	Engineer Hours	EIT Hours	CADD Technician Hours	Clerical Hours	Total Labor Hours	Total Labor Cost	Sub-Consultant Cost	Expenses Cost	Total Cost
Phase I - Preliminary & Design Phase													
1		Geotechnical Investigation (Fugro)		2			2		4	$532	$13,920		$14,452
2		Environmental (SWCA)		2			2		4	$532	$2,960		$3,492
3		Design Survey (Inland)		2			4		6	$702	$14,144		$14,846
		Subtotal Phase II	**0**	**6**	**0**	**0**	**8**	**0**	**14**	**$1,765**	**$31,024**	**$0**	**$32,789**
Phase II - Bid & Construction Phase													
1		Bid Phase Services	0	10		18	4	4	42	$4,678	$0	$100	$4,778
	a	*Pre-Bid Conference*		*4*		*6*			*10*	*$1,263*		*$50*	*$1,313*
	b	*Addenda/Bidder Coordination (1)*		*2*	*4*	*8*	*4*	*4*	*22*	*$2,108*			*$2,108*
	c	*Bid Opening, Tabulation, & Recommendation*		*4*	*2*	*4*			*10*	*$1,307*		*$50*	*$1,357*
2		Construction Phase Services	3	61		102	24	0	251	$29,843	$0	$600	$30,443
	a	*Construction Docs Reproduction and Distribution*		*1*			*4*		*5*	*$521*		*$150*	*$671*
	b	*Pre-Construction Conference*		*4*	*4*				*8*	*$1,170*		*$50*	*$1,220*
	c	*Construction Meetings (8)*		*16*	*16*	*16*			*48*	*$6,120*		*$400*	*$6,520*
	d	*Site Visits (8)*		*12*	*12*	*12*			*36*	*$4,590*			*$4,590*
	e	*Submittal Review*		*8*	*16*	*32*			*56*	*$6,114*			*$6,114*
	f	*Pay Estimate Review (9)*		*6*		*18*			*24*	*$2,705*			*$2,705*
	g	*Change Orders (3)*	*3*	*6*	*9*		*12*		*30*	*$3,890*			*$3,890*
	h	*RFI's (4)*		*2*	*4*	*12*			*18*	*$1,888*			*$1,888*
	i	*Contract Close-out*		*2*		*8*			*10*	*$1,082*			*$1,082*
	j	*Record Drawings*		*4*		*4*	*8*		*16*	*$1,763*			*$1,763*
		Subtotal Phase II	**3**	**71**	**0**	**120**	**28**	**4**	**293**	**$34,521**	**$0**	**$700**	**$35,221**
		T & M Project Totals	**3**	**77**	**0**	**120**	**36**	**4**	**307**	**$36,286**	**$31,024**	**$700**	**$68,010**

Phase I - Preliminary and Design Phase =	**$82,702**
Phase II - Bid & Construction Phase =	**$35,221**
Total Project Budget =	**$117,924**

AGENDA ITEM # 22

Executive Summary

July 16, 2015

Council Agenda Subject: Consideration of Task Order STE-2 with Smith Turrieta Engineering, Inc., for Professional Services for Design and Bidding Phases for the CR 269 and Hero Way 12-Inch Water Line Improvements Project

Background: Task Order STE-2 provides for design and bid phase professional services for the CR 269 and Hero Way Waterline Improvements Project. This project will extend a 12-inch water line approximately 1,750 LF from the south side of the intersection of R.R. 2243 and C.R. 269 to Hero Way, and then eastward along Hero Way for approximately 3,250 ft. Construction phase services and easement acquisition related services are not included in this contract and will be negotiated at a later date as needed. The compensation for this work is a lump sum of $124,975.40.

Origination: Wayne S. Watts, P.E., CFM, City Engineer

Financial Consideration: $124,975.40 from Water Impact Fee Fund, GL# TBD
-

Recommendation: Staff requests authorization for the City Manager to negotiate and execute Task Order STE-2.

Attachments: Task Order STE- 2, Scope of Services, Fee Documentation, and Location Map

Prepared by: Wayne S. Watts, P.E., CFM, City Engineer

TASK ORDER FOR PROFESSIONAL SERVICES

TASK ORDER NO. STE-2

This will constitute authorization by the City of Leander, Texas (Owner), for Smith Turrieta Engineering, Inc., Austin, Texas (Engineer), to proceed with the following described engineering services.

CR 269 AND HERO WAY 12 INCH WATER LINE IMPROVEMENTS PROJECT

A. PROJECT DESCRIPTION

The City of Leander has requested that STE perform the design and construction award of CR 269 and Hero Way Waterline Improvements. The proposed project will extend a 12-inch diameter water line approximately 1,750 LF from the intersection of CR 269 and 183A to Hero Way, and then east along Hero Way approximately 3,250 ft. This Scope of services is based on a per task Lump Sum contract.

B. SCOPE OF SERVICES

STE will provide design services as described in the attached Scope of Services.

C. DELIVERABLES

STE will provide deliverables as described in the attached Scope of Services.

D. BASIS OF COMPENSATION

The total compensation for the East Hero Way Water Line Project shall be on a per task lump sum basis of $124,975.40. A Manpower/Budget Estimate is attached. The City shall make payments to the Engineer for performing the engineering services described on a monthly billing basis in accordance with monthly statements submitted by the Engineer and approved by the City. Final payment shall be due upon completion of the services described.

E. TIME FOR COMPLETION

The Engineer will work expeditiously to complete the services described herein and will begin work as soon as authorized and as services are requested. Design and construction award phase services are anticipated to take approximately 8 months.

APPROVED:	ACCEPTED:
CITY OF LEANDER, TEXAS	SMITH TURRIETA ENGINEERING
By _____	By _____ Jennifer Shell, P.E. Vice-President
Title _____	
Attest _____	Attest _____
Date _____	Date 7/8/15

CITY OF LEANDER

CR 269 AND HERO WAY 12 INCH WATER LINE IMPROVEMENTS PROJECT

SCOPE OF SERVICES

This project scope includes design and construction award of a new 12-inch water line that will extend from the intersection of CR 269 and RM 2243, north along CR 269 to Hero Way, and then east along Hero Way approximately 3,250 ft. The total footage of the project is approximately 5,000 lf.

The plans and bid documents for the project will clearly show a delineation between two phases at the intersection of CR 269 and Hero Way. Phase I will encompass the portion from the intersection of CR 269 and RM 2243, north along CR 269 to Hero Way. Phase II will include the portion along Hero Way. Construction of Phase II is dependent upon available funding.

Task 0001 Project Management

Under this task, Smith Turrieta Engineering (STE) will manage the project and provide administrative services, communication and coordination with the City and Subconsultants. Inland Geodetics will provide surveying services and KFA will provide specification services and QAQC review of the project.

a) Attend project meetings

b) Provide monthly status reports

c) Coordinate and communicate with Subconsultants

Task 0002 30% Design

Under this task, the design team will prepare 30% plans showing plan view only. The waterline will be placed behind the right-of-way within 10', unless existing easements dictate another placement. A topographic survey will be completed along CR 269 from the edge of pavement to 30' west and an additional 20' of anything substantial (buildings, tree canopies, signs, etc.). A topographic survey will be completed along Hero Way from the edge of pavement to 40' south and an additional 20' of anything substantial (buildings, tree canopies, signs, etc.).

30% design will review all conflicts, easement requirements, and constructability issues, as well as complete the preliminary environmental, floodplain and archeological work. Alternative construction methods will also be proposed as alternates in the preliminary cost estimate.

a) Topographic Survey – Inland Geodetics will obtain ownership, easement and right of way information. Right of entry will be obtained for the survey work through the use of USPS letters. If right-of entry is not granted, a Change in Scope of Work may be requested to use alternate methods. Existing project control will be used, as well as additional secondary control.

b) Environmental – STE will notify the U. S. Army Corps of Engineers about the project to determine if wetlands will be affected. It is not anticipated that a Section 404 permit will be required for the project. Any Section 404 permit preparation, including wetland delineation, will require a Change in Scope of Work.

   It is also not anticipated that any endangered species will be impacted by the project. Any Section 7 preparation in regards to the Endangered Species Act will require a Change in Scope of Work.

c) Floodplain – STE will evaluate if the project is within the floodplain. It is anticipated that the project can be constructed under the 2012 Nationwide Permit. Any individual permit preparation will require a Change in Scope of Work.

d) Archeological – STE will notify the Texas Historical Commission about the project. It is not anticipated that an archaeological survey will be required for the project. Any archaeological survey will require a Change in Scope of Work.

e) Geotechnical – STE will use existing borings to provide comparable soils for the project. Two previous studies will be used: *Geotechnical Engineering Study for Waterline Off of Hero Way, Leander, Texas*, Raba Kistner, November, 2014 and *Geotechnical Investigation 183A North Extension Project from FM 1431 to RM 2243 Williamson County, Texas*, Fugro Consultants, Inc.

f) Cost Estimate – STE will prepare a preliminary engineer's opinion of construction cost estimate and construction schedule for this project.

g) STE will prepare the 30% design set on 11" x 17" sheets, at full size, showing plan view only and a construction cost estimate. The design set will delineate two phases within the project (along CR 269 and along Hero Way).

Task 0003 Design 60% PS&E

Under this task, the design team will develop: 60% plan and profile sheets and an updated construction cost estimate, prepare permanent and temporary easement documents, complete a table of contents for the standard specifications as well as draft special specifications (if any) related to this project.

If additional environmental and/or archeological surveys are required, a Change in Scope of Work will be requested at this time.

a) Plans – STE will develop a 60% set of plans. This proposal is based on a waterline 5,000 linear feet in length. The project will be prepared in AutoCAD and will be 11" x 17" sheets, at full size. Plans will be provided in PDF format and in 2-11" x 17"hard copy sets.

   The following sheets will be included:

   - Cover Sheet
   - Project Layout
   - Plan and Profile Sheets (15 sheets)
   - Erosion and Sedimentation Control Sheets

b) Specifications – STE will provide a table of contents for the standard specifications and drafts if any special specifications or provisions pertain to this project. STE will utilize KFA specifications as the base format for this project. Specifications will be delivered in PDF format and in hard copy 2 sets.

c) Cost Estimate – STE will update the engineer's opinion of construction cost estimate and construction schedule for this project.

d) Easement Metes and Bounds – provided as an additional service

e) Subsurface Utility Exploration – The need to locate existing utilities to design survey accuracy is not anticipated at this time. If this work is required, a Change in Scope of Work will be requested.

Task 0004 Design 90% PS&E

Under this task, STE will develop 90% plan and profile sheets, specifications and construction cost estimates.

a) Plans – STE will develop 2-90% sets of plans including profile, stationing, notes and details necessary for the construction of the project, as listed below. KFA will provide QAQC review. Plans will be provided in PDF format and in 2-11" x 17"hard copy sets.

   The following sheets will be included:

   - Cover Sheet
   - General Notes
   - Project Layout
   - Plan and Profile Sheets (15 sheets)
   - Erosion and Sedimentation Control Sheets
   - Typical Details

b) Specifications – STE, with assistance from KFA, will develop 1-90% set of specifications and front end contract documents. Contract documents and technical specifications will be provided in PDF format and in 2 hard copy sets.

c) Estimate – STE will prepare a 90% engineers opinion of construction cost and construction schedule.

Task 0005 Design 100% PS&E

Under this task, STE will address any final comments and produce final plans, specifications, cost estimates and construction schedule for the project with bid items separated for Phase I and Phase II (as stated on Page 1). Deliverables will include PDF and 2-11"x17" hard copy sets.

Task 0006 Bid Phase

Under this task, STE will prepare and manage bid documents, review bids and recommend award for the project. If Phase II is bid after Phase I, an additional cost is noted under Task 006.

a) Create Bid Documents, 10 full-size sets and PDF

b) Advertise and Manage Bid Documents

c) Issue any Addendums, if necessary

d) Conduct bid

e) Review bids and recommend award

ADDITIONAL SERVICES

As an additional service, STE will negotiate a scope and fee for Inland Geodetics, or another approved surveyor, to provide legal descriptions and sketches for all easements required for the project.

INLAND GEODETICS LLC
PROFESSIONAL LAND SURVEYORS

1504 Chisholm Trail Road
Suite 103
Round Rock, TX 78681
512-238-1200
512-238-1251 fax
TBPLS Firm No. 10059100

27 May 2015
10 June 2015 (revised)

Jennifer Shell, P.E.
Smith Turrieta, Engineering
1908 McCarty Lane
San Marcos, TX 78666

RE: City of Leander - CR 269/Hero Way Waterline Extension Project

Ms. Shell:

Inland Geodetics, LLC (Inland) is pleased to submit our proposal for professional land surveying services related to the above referenced project. Our proposal is to generate topographic design data for the City of Leander Water Line Extension Project along the west right-of-way of CR 269 plus 30 feet in private property - and easterly along the south right-of-way of Hero Way plus 40 feet in private property for 3300 feet. The area will encompass a detailed route survey of the proposed alignment. This alignment is delineated by exhibit sent via email 5 June 2015 from Ms. Shell and is considered the basis for this proposal. Below is a specific list of our proposed Scope of Services and estimated costs.

SCOPE OF SERVICES

A. Right of Entry

1. Inland will prepare a list of the affected owners. Inland will send a letter via USPS with return forms for authorization to enter private property requesting access for surveying operations. Inland may also choose, at their discretion, direct contact with landowners as opportunity presents itself to secure access.

B. Right-of-Way Schematic

1. Inland will perform reasonable initial deed research of affected parcels and utilize the gathered information to depict the existing RM 2243, CR 269 and Hero Way ROWs within the project limits. This task is for informational purposes only and is not to be used for acquisition purposes until further boundary surveying is performed. The objective is to attempt to determine the existence of any easements or other instruments of record that may affect the alignment scenarios for the waterline design. NOTE: this task may not recover any or all easements that affect any given tract and is subject to potential title abstracting during the acquisition phase of this project.

C. Primary Control and Field Topographic Survey

1. Inland shall recover and verify existing horizontal and vertical primary control as performed by others on previous projects. Additionally we shall establish or densify secondary control as needed for the length of this project. The values will be relative to NAD 83 Texas State Plane Coordinates, Central Zone 4203 (scaled to surface values). Vertical Datum will be GPS Orthometric heights or established project vertical datum by others.
2. Inland will perform differential level loops to develop a benchmark vertical control system at approximately 1000 foot intervals.
3. Inland will place a "One Call" request for utility locations within the area of the survey and locate any markings made within a reasonable time frame of the survey. Additional trips to site to collect utility markings made at a later date will be considered reason to seek additional compensation.
4. Collect spot elevations and grade breaks along the project routes (varying widths per scenario - approx. 60' wide corridors) including driveways, visible utilities, drainage features, trees 8" and up (includes ornamentals), and any improvements within the defined area. Additionally, geotechnical boreholes will be located with X,Y,Z values (assumes 6 sites). Inland will generate a 1 foot contour interval DTM file of the project area and deliver an Autocad dwg, XML file, and ASCII point file.

as an additional svc.

D. Boundary Surveying and Easement Preparation

1. Inland shall perform reasonable and sufficient field surveying to locate record property corner monuments and tie them to the project coordinate system. This task may require surveying of unaffected tracts based on seniority issues of the overall project.
2. Inland will analyze the collected data and reconstruct the property boundaries.
3. Inland will prepare up to 15 Permanent Easements with accompanying statements of Temporary Construction Easement (TCE) providing the TCEs are of a configuration that warrants such action. Irregular shaped TCEs may require additional parcel acquisition efforts. The deliverable for this task will be a survey plat with accompanying metes and bounds description for each affected parcel.

The estimated Lump Sum fee for the above services:

Design Topographic Survey	**$ 19,876.00**
Boundary Surveying	**$ 46,968.00** as an additional svc.

The estimated fee proposed above are based on personnel time required to perform the described Scope of Services. Additional time requirements resulting from project scope changes, plan revisions, field recovery of or discrepancies of control provided will be considered reasonable cause for us to seek additional compensation for services not included in these amounts. Inland will require a tax exemption certificate from Smith Turrieta Engineering issued by the City of Leander for the purchase of taxable goods and services on this project (boundary determination components).

Best Regards,

M. Stephen Truesdale

M. Stephen Truesdale, RPLS, LSLS
Principal/Co-owner
Inland Geodetics, LLC

SCOPE OF SERVICES
EAST HERO WAY WATER LINE PROJECT

The East Hero Way Water Line project will extend a 12-inch diameter water line approximately 5,000 LF from the intersection of CR 269/RM 2243, north to Hero Way, and then east on Hero Way. This Scope of services is based on a Lump Sum contract.

It is anticipated that KFA will provide contract document and specification preparation, and QA/QC of the plans. Smith Turrieta Engineering will be responsible for the project design, quantity takeoffs, cost estimates, and all other elements of the design, bid and construction phases.

PHASE I - DESIGN AND BID PHASE

1. Project Management/Administration – Internal project management and administration for the project.

2. Project Meetings – KFA will meet with Smith Turrieta Engineering during the design phase, one meeting is assumed.

3. KFA will assist Smith Turrieta Engineering in preparation of the contract documents and technical specifications. KFA will prepare the draft specifications, and Smith Turrieta will review and modify as necessary.

4. Quality Assurance/Quality Control – KFA will perform QA/QC reviews of the plans at the 30% and 75% design levels. Comments will be marked on a plan set and forwarded to Smith Turrieta Engineering.

CITY OF LEANDER
CR 269 AND HERO WAY 12 INCH WATER LINE PROJECT
July 2015

MANHOUR BREAKDOWN FOR SERVICES BY A/E CONSULTANT

	Description	Smith Turrieta Engineering Labor Estimate					Subconsultants				
NO	**TASKS**	**Project Manager**	**Project Engineer**	**CADD Technician**	**Admin**	**Total**	**K Friese**	**Inland Geodetics**	**Direct Expenses**	**Admin Fees**	**Task Total Cost**
0001	**Project Management**										
	Management	8	54		16	$ 10,190.00	$ 972.00				
	Meetings (4)	8	16		8	$ 4,160.00	$ 324.00				
0001	Subtotal Hours	16	70	0	24	110					
0001	Subtotal Cost	$ 2,640.00	$ 10,150.00	$ -	$ 1,560.00	$ 14,350.00	$ 1,296.00	$ -	$ -	$ 64.80	$ 15,710.80
0002	**30% Design**										
	Topographic Survey	2	8	24		$ 3,530.00		$ 19,876.00			
	Environmental Archeological Geotechnical		54		4	$ 8,090.00					
	Site Visit (2)		6			$ 870.00					
	30% Plans	4	32	64	2	$ 10,870.00					
	Preliminary Cost Estimates	2	20		2	$ 3,360.00					
	QAQC	4				$ 660.00	$ 972.00				
0002	Subtotal Hours	12	120	88	8	228					
0002	Subtotal Cost	$ 1,980.00	$ 17,400.00	$ 7,480.00	$ 520.00	$ 27,380.00	$ 972.00	$ 19,876.00	$ -	$ 1,042.40	$ 49,270.40
0003	**Design 60% PS&E**										
	Plans	4	40	136	2	$ 18,150.00					
	Easement Metes and Bounds *AS AN ADDITIONAL SERVICE					$ -					
	Specifications		8		4	$ 1,420.00	$ 1,000.00				
	Estimates	4	16		2	$ 3,110.00					
	QAQC Review	4				$ 660.00	$ 972.00				
0003	Subtotal Hours	12	64	136	8	220					
0003	Subtotal Cost	$ 1,980.00	$ 9,280.00	$ 11,560.00	$ 520.00	$ 23,340.00	$ 1,972.00	$ -	$ -	$ 98.60	$ 25,410.60
0004	**Design 90% PS&E**										
	Plans	2	36	120	2	$ 15,880.00					
	Specifications		8		2	$ 1,290.00	$ 1,500.00				
	Estimates	2	12		2	$ 2,200.00					
	QAQC Review	4				$ 660.00					
						$ -					
0004	Subtotal Hours	8	56	120	6	190					
0004	Subtotal Cost	$ 1,320.00	$ 8,120.00	$ 10,200.00	$ 390.00	$ 20,030.00	$ 1,500.00	$ -	$ -	$ 75.00	$ 21,605.00
0005	**Design 100% PS&E**										
	Address Comments & Finalize PS&E	4	12	24	8	$ 4,960.00					
						$ -					
0005	Subtotal Hours	4	12	24	8	48					
0005	Subtotal Cost	$ 660.00	$ 1,740.00	$ 2,040.00	$ 520.00	$ 4,960.00	$ -	$ -	$ -	$ -	$ 4,960.00
0006	**Bid Phase Services**										
	Create Bid Documents		8		8	$ 1,680.00	$ 1,832.00				
	Advertise and Manage Bid Documents		4		4	$ 840.00			$ 200.00		
	Conduct Bid		2			$ 290.00					
	Review Bids and Recommend Award	2	4			$ 910.00					
	Conform Plans		4	16		$ 1,940.00			$ 250.00		
	Phase II Bid and Award	2	16	16	10	$ 4,660.00			$ 250.00		
0006	Subtotal Hours	4	38	32	22	96					
0006	Subtotal Cost	$ 660.00	$ 5,510.00	$ 2,720.00	$ 1,430.00	$ 10,320.00	$ 1,832.00	$ -	$ 700.00	$ 126.60	$ 12,978.60

UNIT RATES	$ 165.00	$ 145.00	$ 85.00	$ 65.00						
SUBTOTAL HOURS	56	360	400	68	STE	K Friese	Inland Geodetics			**TOTAL**
SUBTOTAL COST	$ 9,240.00	$ 52,200.00	$ 34,000.00	$ 4,940.00	$ 100,380.00	$7,572.00	$19,876.00	$700.00	$1,407.40	**$124,975.40**

CITY OF LEANDER
CR269/HERO WAY WL
INLAND GEODETICS, LLC

SERVICE	2 CREW	3 CREW	4 CREW	ADD	PM	RPLS	1GPS	TECH	GPS TECH	ADMIN	TOTAL	GPS REC. ($15/Unit/Hour)		VEHICLES ($60/Unit/Day)		ATV's ($55/Unit/Day)		TOTAL
RATE / HOUR	$138	$160	$183	$42	$136	$132	$118	$98	$98	$54		# of Units	# of Hours	# of Units	# of Days	# of Units	# of Days	
ADMIN/MOBILIZATION					2 HRS	2 HRS				2 HRS	$ 644.00							$ 644.00
CONTROL RECOVERY/VERIFY	6 HRS						4 HRS				$ 1,300.00							$ 1,300.00
SECONDARY TRAV CNTL	4 HRS	10 HRS				4 HRS	4 HRS	2 HRS		2 HRS	$ 3,456.00							$ 3,456.00
LEVELS	4 HRS	10 HRS									$ 2,152.00							$ 2,152.00
FIELD SURVEY	40 HRS	8 HRS					32 HRS				$ 10,576.00							$ 10,576.00
FIELD QA								8 HRS			$ 784.00							$ 784.00
											$ -							$ -
	54 HRS	28 HRS	0 HRS	0 HRS	2 HRS	6 HRS	40 HRS	10 HRS	0 HRS	4 HRS	$ 18,912.00		0 HRS		0 DAYS		0 DAYS	$ 18,912.00
RESEARCH					2 HRS	4 HRS		24 HRS			$ 3,152.00							$ 3,152.00
FIELD SURVEY (INITIAL)	24 HRS					2 HRS	16 HRS	2 HRS		4 HRS	$ 5,876.00							$ 5,876.00
PROPERTY SCHEMATIC					2 HRS	6 HRS		20 HRS		2 HRS	$ 3,132.00							$ 3,132.00
FIELD SURVEY (SECONDARY)	16 HRS										$ 2,208.00							$ 2,208.00
BOUNDARY ANALYSIS						8 HRS		12 HRS			$ 2,232.00							$ 2,232.00
PARCEL PREPARATION					4 HRS	20 HRS		256 HRS			$ 28,272.00							$ 28,272.00
											$ -							$ -
PARCEL PREP QA						4 HRS		16 HRS			$ 2,096.00							$ 2,096.00
											$ -							$ -
											$ -							$ -
											$ -							$ -
											$ -							$ -
ROW PRODUCTS	40 HRS	0 HRS	0 HRS	0 HRS	8 HRS	44 HRS	16 HRS	330 HRS	0 HRS	6 HRS	$ 46,968.00		0 HRS		0 DAYS		0 DAYS	$ 46,968.00
											$ -							$ -
811 COORDINATION AND TIES	4 HRS							2 HRS		4 HRS	$ 964.00							$ 964.00
											$ -							$ -
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OTHER SURVEYING TASKS	4 HRS	0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	2 HRS	0 HRS	4 HRS	$ 964.00		0 HRS		0 DAYS		0 DAYS	$ 964.00
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	0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	$ -		0 HRS		0 DAYS		0 DAYS	$ -
SUB-TOTAL	98 HRS	28 HRS	0 HRS	0 HRS	10 HRS	50 HRS	56 HRS	342 HRS	0 HRS	14 HRS	$ 66,844.00	TOTAL	0 HRS	TOTAL	0 DAYS	TOTAL	0 DAYS	$ 66,844.00
REIMBURSEABLE ITEMS																		$ 125.00
REIMBURSEABLE SERVICES																		$ -
ESTIMATED FEE	$13,524	$4,480	$0	$0	$1,360	$6,600	$6,608	$33,516	$0	$756			$0		$0		$0	$ 66,969.00

AS AN ADDITIONAL SERVICE

$66,969

Cost Variables:

GPS Receivers	$15
Vehicle	$60
ATV	$55

Reimburseable Services Include:

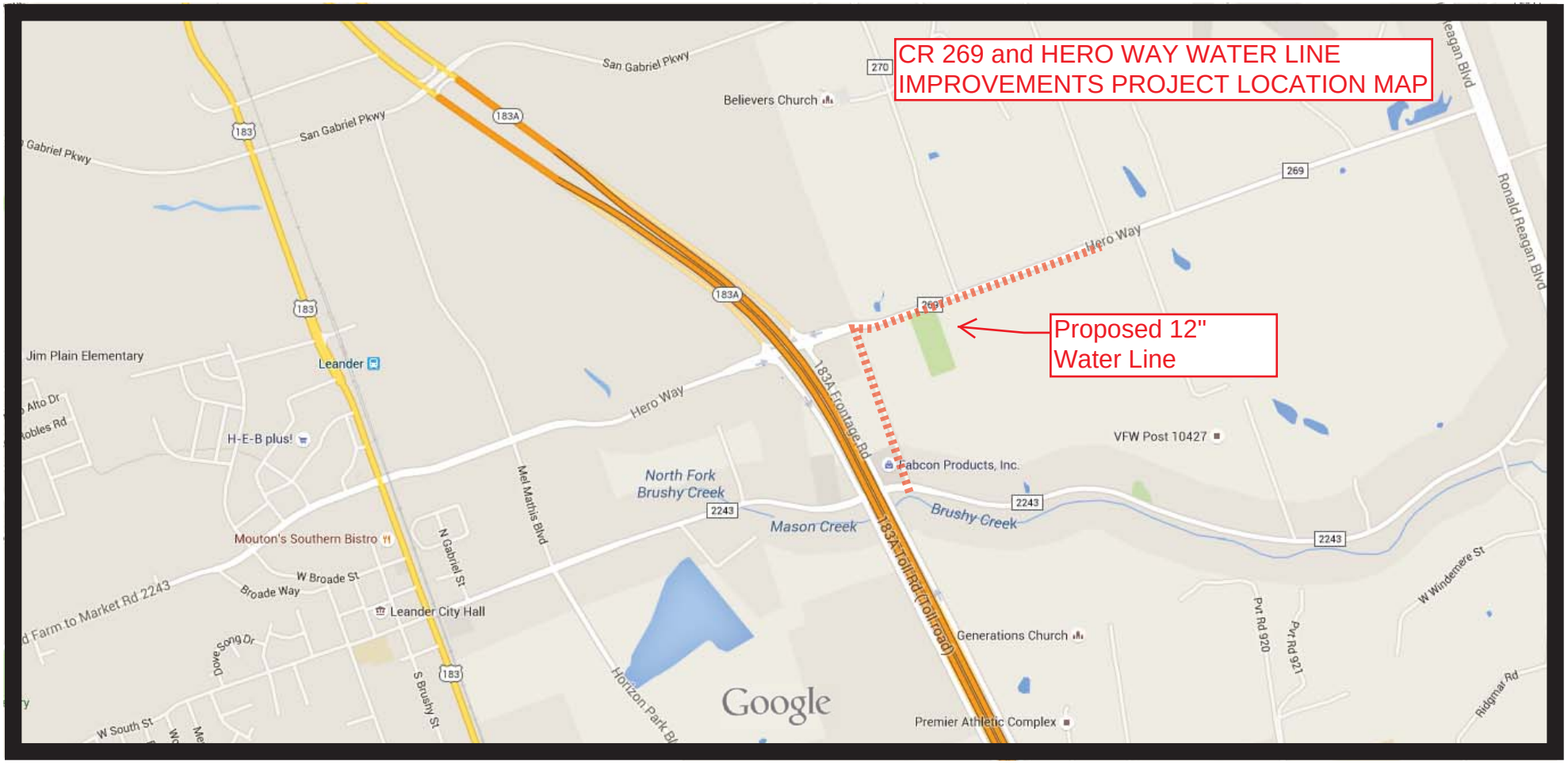
	$0.00
	$0.00
	$0.00
Total:	$0.00

Reimburseable Fees Include:

SUPPLIES	$125.00
Total:	$19,876.00

KFA MANPOWER/BUDGET ESTIMATE
EAST HERO WAY WATER LINE

	Task	Project Manager Hours	Project Engineer Hours	EIT Hours	CADD Technician Hours	Clerical Hours	Total Labor Hours	Total Labor Cost	Expenses Cost	Total Cost
Lump Sum - Design & Bid Phase										
1	Project Management/Administration	4				4	8	$972		$972
2	Project Meetings (1)	2					2	$324		$324
3	Contract Documents and Technical Specifications	12		24		4	40	$4,332	$250	$4,582
4	QA/QC of Plans	12					12	$1,944		$1,944
	Project Totals	**30**	**0**	**24**	**0**	**8**	**62**	**$7,572**	**$250**	**$7,822**


CR 269 and HERO WAY WATER LINE IMPROVEMENTS PROJECT LOCATION MAP
Proposed 12" Water Line
San Gabriel Pkwy
Believers Church
Hero Way
Jim Plain Elementary
Leander
H-E-B plus!
Mouton's Southern Bistro
W Broade St
Broade Way
Leander City Hall
Farm to Market Rd 2243
North Fork Brushy Creek
Mason Creek
Brushy Creek
Mel Mathis Blvd
N Gabriel St
S Brushy St
Horizon Park Bl
183A Frontage Rd
183A Toll Rd (Toll Road)
Fabcon Products, Inc.
VFW Post 10427
Generations Church
Premier Athletic Complex
Ronald Reagan Blvd
W Windemere St
Ridgmar Rd
Pvt Rd 920
Pvt Rd 921
Dove Song Dr
W South St
Google

AGENDA ITEM # 23

Executive Summary

July 16, 2015

Council Agenda Subject: Dedication of Right-of-Way from Leander Independent School District (LISD) for the Municipal Drive Roadway Improvements

Background: In order for the Municipal Drive Roadway Improvements to be completed, additional right-of-way needs to be obtained. LISD has agreed to dedicate the additional right-of-way to the City of Leander to complete the roadway improvements. The ROW will be dedicated from two different LISD properties: the Technology Building at the northwest corner of Municipal and South West Street and the middle school just east of the intersection of Municipal and South West Street.

Origination: Wayne S. Watts, P.E., CFM, City Engineer

Financial Consideration: None

Recommendation: Staff requests acceptance of the Right-of-Way dedication from LISD

Attachments: Two ROW deeds

Prepared by: Wayne S. Watts, P.E.