



**AGENDA
CITY COUNCIL MEETING
CITY OF LEANDER, TEXAS**

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday - August 3, 2023
Briefing Workshop at 6:00 PM
Regular Meeting at 7:00 PM



Mayor – Christine DeLisle
Place 1 – Kathryn Pantalion-Parker
Place 2 – Esme Mattke Longoria, *Mayor Pro Tem*
Place 3 – David McDonald

Place 4 – Na'Cole Thompson
Place 5 – Chris Czernek
Place 6 – Becki Ross
City Manager – Rick Beverlin

The meeting will also be live-streamed at the following link: <https://www.leandertx.gov/video>.

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Open Meeting.
2. Roll Call.
3. Convene into executive session pursuant to:
 1. Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Docket No. 53063, petition by outside city ratepayers appealing the water rates established by the City of Leander, Texas; and
 2. Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the Interlocal Cooperation Agreement for Water Treatment and Delivery Services with the City of Georgetown; and
 3. Section 551.087, Texas Government Code Deliberate the purchase, exchange, lease, or value of real property and deliberate proposed economic development incentives for one or more business prospects that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body is conducting economic development negotiations related to the following project(s): Hippo Q; and
 4. Section 551.087, Texas Government Code Deliberate the purchase, exchange, lease, or value of real property and deliberate proposed economic development incentives for one or more business prospects that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body is conducting economic development negotiations related to the following project(s): EDA-23-001.

Reconvene into open session to take action as deemed appropriate in the City Council's discretion regarding:

1. Outside city ratepayers appealing the water rates established by City of Leander; and
2. Interlocal Cooperation Agreement for Water Treatment and Delivery Services with the City of Georgetown; and
3. Hippo Q, including approving an Addendum to the 380 Agreement for said project; and
4. Proposed economic development incentives for one or more business prospect EDA-23-001.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Open Meeting, Invocation and Pledges of Allegiance.
5. Roll Call.
6. Public comments on items not listed in the agenda.

Public comments on items listed in the agenda will be heard at the time each item is discussed by Council.

[All comments are limited to no more than 3 minutes (6 minutes if translation is needed) per individual.]

7. Recognitions/Proclamations/Visitors.
 - All-Star Girls Softball Team 10 under Certificate of Recognition

CONSENT AGENDA: ACTION

8. Approval of the minutes for meeting held on July 20, 2023.
9. Approval of Professional Services Agreement and award of Solicitation S23-005 with K Friese + Associates for planning, design and engineering services for the Ronald Reagan Ground Storage Tanks and Pump Station (CIP W.46) in the amount of \$1,556,943; and authorize the City Manager to execute any and all documents.
10. Acceptance of public infrastructure improvements for Rosenbusch Ranch Phase 2.
11. Approval of Service Agreement and Proposal #21-3070 Rev. 3 with Control Panels USA, Inc. to perform a city-wide radio network upgrade to Full GE Orbit Radio network for the City of Leander Water and Wastewater Distribution SCADA system in the amount of \$113,148.00; and authorize the City Manager to execute any and all necessary documents.
12. Approval of the purchase from Motorola Solutions, Inc. of five (5) hand-held radios, two (2) in-vehicle radios, and associated service and equipment utilizing Texas DIR Contract 22918-TSO-4101 in the amount of \$80,870.89; and authorize the City Manager to execute any and all necessary documents.
13. Acceptance of Cookie Hotels, Inc. (Holiday Inn Express & Suites Leander) annual budget submission as required in the Chapter 380 Grant Agreement by and between the City of Leander and Cookie Hotels, Inc.
14. Award of Solicitation S23-004 Robin Bledsoe Park Mural to Mila Sketch in the amount of \$18,000.00; and authorize the City Manager to execute any and all necessary documents.
15. Approval of the Northline Water Quality Ponds Maintenance License Agreement, Case LA-23-0020, to allow for the maintenance of water quality ponds to include repair, replacement, and improvements to the water quality ponds located to the southeast of the intersection of John Webster Street and Weathersby Street and to the west of the intersection of Smithwick Street and Pullman Street, within the proposed Blocks R and V of the Northline Subdivision of Leander, Williamson County, Texas; and authorize the City Manager to execute any and all necessary documents.

16. Approval of an Ordinance amending the City's building codes by the adoption of Section 403.2 from the International Plumbing Code (IPC) and Section 2902.2 from the 2021 International Building Code (IBC) from the 2021 International Building Code; and to provide for related matters; Leander, Williamson & Travis Counties, Texas.

PUBLIC HEARING: ACTION

17. Conduct a Public Hearing regarding Zoning Case Z-23-0076 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the Highway 29 Commercial Minor PUD (Planned Unit Development) with the GC-3-A (General Commercial) base zoning district on one (1) parcel of land approximately 50.77 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R032262; and generally located approximately 1,500 feet to the west of the intersection of SH 29 and Ronald W. Reagan Boulevard, on the south side of SH 29, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-23-0076 as described above.

REGULAR AGENDA

18. Receive a Preliminary overview of the City of Leander Annual Budget for fiscal year 2024.
19. Discuss receiving No-New-Revenue and Voter-Approval tax rate calculations; take action to consider a proposed tax rate; and schedule a public hearing date for the proposed tax rate.
20. Discuss and consider moving the October 5, 2023 regular meeting due to the Texas Municipal League Annual Conference.
21. Council Member Future Agenda Items *[Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.]*
22. Council Member Closing Statements.
23. Reconvene back into executive session, if needed, pursuant to:
1. Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Docket No. 53063, petition by outside city ratepayers appealing the water rates established by the City of Leander, Texas; and
 2. Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the Interlocal Cooperation Agreement for Water Treatment and Delivery Services with the City of Georgetown; and
 3. Section 551.087, Texas Government Code Deliberate the purchase, exchange, lease, or value of real property and deliberate proposed economic development incentives for one or more business prospects that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body is conducting economic development negotiations related to the following project(s): Hippo Q; and
 4. Section 551.087, Texas Government Code Deliberate the purchase, exchange, lease, or value of real property and deliberate proposed economic development incentives for one or more business prospects that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body is conducting economic development negotiations related to the following project(s): EDA-23-001.

Reconvene into open session to take action as deemed appropriate in the City Council's discretion regarding:

1. Outside city ratepayers appealing the water rates established by City of Leander; and
2. Interlocal Cooperation Agreement for Water Treatment and Delivery Services with the City of Georgetown; and
3. Hippo Q, including approving an Addendum to the 380 Agreement for said project; and
4. Proposed economic development incentives for one or more business prospect EDA-23-001.

24. Adjournment

CERTIFICATION

This meeting will be conducted pursuant to the Texas Government Code Section 55 1.001 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 for which state law authorizes Executive Session to be held, including but not limited to Sections 55 1.071 [litigation and certain Consultation with attorney], 551.072 [acquisition of interest in real property], 55 1.073 [prospective gift to city], 55 1.074 [certain personnel deliberations], 551.076 [deployment/implementation of security personnel or devices], or 551.087 [Deliberations regarding Economic Development Negotiations]. 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 telecommunication 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 28 day of July 2023 by 5:00 p.m. pursuant to Chapter 551 of the Texas Government Code.



Dara Crabtree, City Secretary, TRMC



EXECUTIVE SUMMARY
08/03/2023

AGENDA SUBJECT:

Approval of the minutes for meeting held on July 20, 2023.

BACKGROUND:

Attached are the minutes for meeting held on July 20, 2023.

PRESENTER:

Dara Crabtree, City Secretary

Attachments

1. Draft Minutes



**MINUTES
CITY COUNCIL MEETING
CITY OF LEANDER, TEXAS**

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday - July 20, 2023



Mayor – Christine DeLisle
Place 1 – Kathryn Pantalion-Parker
Place 2 – Esme Mattke Longoria, *Mayor Pro Tem*
Place 3 – David McDonald

Place 4 – Na'Cole Thompson
Place 5 – Chris Czernek
Place 6 – Becki Ross
City Manager – Rick Beverlin

The meeting will also be live-streamed at the following link: <https://www.leandertx.gov/video>.

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Open Meeting at 6:01 p.m.
2. Roll Call reflected all present with the exception Councilmember Pantalion-Parker was absent.
3. Review proposed parkland dedication ordinance included parkland dedication purpose; new enhanced levels of service; national and local standards; Leander statistics; current requirements; proposed formula; side by side comparison; park improvement fee; final analysis; current and proposed public art component; non-residential parkland fee; and hinge points. Following a discussion, the council agreed Councilmembers Czernek, Thompson and McDonald will work with Parks and Recreation Director Tummons on incorporating Council's input in the final ordinance.

Briefing workshop adjourned at 6:51 p.m.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Open Meeting at 7:11 p.m., Invocation was provided by Fire and Police Department Chaplin Joe Bob Ellison and Mayor Christine led the Pledges of Allegiance.
5. Roll Call reflected all present with the exception Councilmember Pantalion-Parker was absent.
6. Public comments on items not listed in the agenda. No one spoke.

Public comments on items listed in the agenda will be heard at the time each item is discussed by Council.

[All comments are limited to no more than 3 minutes (6 minutes if translation is needed) per individual.]

7. Staff Report
 - Public Works Update included combine lake storage; drought update; daily usage; growth; deep water intake; Phase 1D; and BCRUA update.
8. Leander History was pulled from the agenda.

[Council took a brief recess at 8:32 p.m.; reconvened at 8:43 p.m.]

CONSENT AGENDA: ACTION

Mayor Christine stated items 11 and 27 were pulled from the agenda and will be considered separately. Item 31 from the regular agenda was moved and considered as part of the consent agenda.

Motion by Councilmember Becki Ross, Seconded by Councilmember Na'Cole Thompson to approve consent agenda items 9, 10 and 12 through 26 along with regular agenda item 31.

Vote: 6 - 0

9. Approval of the minutes for meeting held on July 6, 2023.
10. Award of Solicitation S23-008 to Hunden Strategic Partners, Inc., for the Hotel Market Feasibility Study, in the amount of \$75,000.00; and authorize the City Manager to execute any and all necessary documents.
11. Award of Solicitation S23-003 to Kimley-Horn and Associates, Inc. for professional services for the US Hwy 183 Corridor Study in the amount of \$500,000.00; and authorize the City Manager to execute any and all necessary documents.

Motion by Mayor Christine DeLisle, Seconded by Councilmember Becki Ross to postpone this item until September 21, 2023, following a discussion.

Vote: 6 - 0

12. Acceptance of public infrastructure improvements for Parkside Village.
13. Approval of a Resolution adopting rules to ensure the identification, security and confidentiality of electronic bids or proposals and providing an effective date.
14. Approval of Amendment No. 3 to K Friese + Associates, Task Order KFA-46 San Gabriel Elevated Storage Tank (CIP W.41) for supplemental engineering services in the amount of \$58,658.00 for total contract amount of \$513,414.00; and authorize the City Manager to execute any and all necessary documents.
15. Approval of Amendment No. 3 for Walter P. Moore and Associates, Inc., Task Order WPM-1 Lakeline Boulevard Pipelines - Phase 1 (CIP W.72) for supplemental engineering services in the amount of \$25,000.00 for total contract amount of \$219,765.52; and authorize the City Manager to execute any and all necessary documents.
16. Approval of the proposed Brushy Creek Regional Utility Authority FY 2024 Budget.

17. Approval of a Corporate Authorization Resolution with NexBank, McKinney, Texas designating the Executive Finance Director, Assistant Finance Director, and Accounting Manager as authorized signers on the account(s) to be established and granting the necessary authority to execute any and all documents necessary to open account(s) with NexBank.
18. Approval of an Interlocal Agreement by and between the City of Leander and the City of Cedar Park for the school zone beacon and sign maintenance and operation for Leander High School and Running Brushy Middle School; and authorize the City Manager to execute any and all necessary documents.
19. Approval of an Interlocal Cooperation Contract between The University of Texas at Austin - Office of Telecommunication Services and the City of Leander allowing the City to purchase internet access and related services; and authorize the City Manager to execute any and all necessary documents.
20. Approval of purchase of Robin Bledsoe pool pump infrastructure replacement equipment from Progressive Commercial Aquatics, Inc. in the amount of \$138,481.00, utilizing BuyBoard Contract ~~613-20~~ **701-23**; and authorize the City Manager to execute any and all necessary documents.
21. Approval of the Second Reading of an Ordinance regarding Zoning Case Z-22-0050 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the Speaking Rock PUD (Planned Unit Development) with base zoning district of SFE-2-A (Single-Family Estate) on one (1) parcel of land approximately 10.7563 acres $\pm$ in size, more particularly described by Travis Central Appraisal District Parcel 513825; and more commonly known as 1601 Speaking Rock, Leander, Travis County, Texas.
22. Approval of Development Agreement Case DA-23-0005 regarding the Lakes Lair Commercial Development on a portion of a parcel of land approximately 1.374 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R031219; and generally located to the southwest of the intersection of Crystal Falls Parkway and Ronald Reagan Boulevard, Leander, Williamson County, Texas.
23. Approval of an amendment to the Interlocal Cooperation Agreement for Urban Planning, Watershed Protection and the Release of Extraterritorial Jurisdiction between the City of Leander and City of Jonestown.
24. Approval of the Second Reading of an Ordinance regarding Annexation Case A-23-0008 regarding the voluntary annexation of 2.3872 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R032108; and commonly known as 800 Riva Ridge Road, Leander, Williamson County, Texas.
25. Approval of an extension of the expiration for Subdivision Case 19-PICP-040 Leander Heights Sec 2, Lot 7, Blk A construction plans for 1.5 acres $\pm$ in size; generally located to the southwest of the intersection of S. West Drive and Municipal Drive; Leander, Williamson County, Texas.
26. Approval of the extension of the application expiration for Subdivision Case FP-21-0006 Rosenbusch Ph 3 Final Plat; more particularly described by Williamson Central Appraisal District Parcel R599344; generally located to the east of the intersection of Vista Ridge Drive and Lakeline Boulevard; Leander, Williamson County, Texas.

27. Approval of the adoption of the Old Town Master Plan including the adoption of a future land use plan and map that provides guidance for appropriate land use regulations throughout Old Town, and an action plan for implementation.

Following a discussion, no action was taken.

PUBLIC HEARING: ACTION

28. Mayor Christine opened a Public Hearing at 9:14 p.m. amending the Water and Wastewater Impact Fees. No one spoke in favor or opposition. The Public Hearing closed at 9:14 p.m.

- Discuss and consider action on amending the Water and Wastewater Impact Fees.

Motion by Mayor Christine DeLisle, Seconded by Councilmember David McDonald to approve amending the Water and Wastewater Impact Fees, following a discussion.

Vote: 6 - 0

29. Mayor Christine opened a Public Hearing at 9:18 p.m. amending the City's building codes by the adoption of Table 1004.1.2 regarding maximum floor area per occupant and Table 1004.5 maximum floor area allowances per occupant, and Section 403.2 from the 2021 International Building Code; adoption of local amendments to the Building Code and Fire Code pertaining to automatic sprinkler systems and animal housing care facilities; and to provide for related matters; Leander, Williamson & Travis Counties, Texas. No one spoke in favor or opposition of the request. The Public Hearing closed at 9:18 p.m.

- Discuss and consider action on amending the City's building codes as described above.

Motion by Councilmember Becki Ross, Seconded by Mayor Pro Tem Esme Mattke Longoria to approve amending the City's building codes by the adoption of Table 1004.1.2 regarding maximum floor area per occupant and Table 1004.5 maximum floor area allowances per occupant, and Section 403.2 from the 2021 International Building Code; adoption of local amendments to the Building Code and Fire Code pertaining to automatic sprinkler systems and animal housing care facilities; and to provide for related matters; Leander, Williamson & Travis Counties, Texas, following a discussion.

Vote: 6 - 0

REGULAR AGENDA

30. Discuss and consider action on Tree Removal Case TRP-23-0013 regarding removal of two (2) heritage trees and seven (7) significant trees associated with the VALPS Ronald Reagan Retail Site Development Project located at 17401 Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.

Motion by Councilmember Chris Czernek, Seconded by Councilmember David McDonald to approve Tree Removal Case TRP-23-0013 regarding removal of two (2) heritage trees and seven (7) significant trees associated with the VALPS Ronald Reagan Retail Site Development Project located at 17401 Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.

Vote: 6 - 0

31. Discuss and consider action on the purchase of ten (10) Axon officer safety plan licenses, tasers, and body cameras utilizing BuyBoard Contract 648-21 in the amount of \$82,458.30; and authorize the city manager to execute any and all necessary documents.

This item was moved and considered with the consent agenda.

32. Council Member Future Agenda Items *[Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.]* None

33. Council Member Closing Statements.

Christine DeLisle - commented dinner came from Jardines, shop local, and thank you for conserving water, upcoming events Active Adults; and Leander PTA Clothes Closet need items and having upcoming event.

34. Convened into Executive Session at 9:26 p.m. pursuant to Section 551.071, Texas Government Code, Section 1.05, Texas Disciplinary Rules of Professional Conduct, to deliberate with legal counsel regarding Meet and Confer.

Reconvened into open session at 11:00 p.m. to take action as deemed appropriate in the City Council's discretion regarding Meet and Confer.

No action.

35. Adjourned at 11:00 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY



EXECUTIVE SUMMARY
08/03/2023

AGENDA SUBJECT:

Approval of Professional Services Agreement and award of Solicitation S23-005 with K Friese + Associates for planning, design and engineering services for the Ronald Reagan Ground Storage Tanks and Pump Station (CIP W.46) in the amount of \$1,556,943; and authorize the City Manager to execute any and all documents.

BACKGROUND:

Solicitation S23-005 was issued in February 2023 for the procurement of the Planning, Design and Engineering Services for the Ronald Reagan Ground Storage Tanks and Pump Station (W.46). The solicitation was announced through:

1. The Hill Country News
2. The City of Leander website: (<https://bids.leandertx.gov/rfp/rfq-ronald-reagan-gst-and-pump-station>)
3. State of Texas ESBD website (statewide notice)
4. Williamson County CMBL and HUB vendor notification

Ninety-three (93) vendors were notified directly of the solicitation. Three (3) complete applicant submissions were received. After initial review by the evaluation team, two (2) firms were invited to interview; K Friese + Associates (KFA) was selected as the most qualified firm.

RECOMMENDATION:

Staff recommends approval of Solicitation S23-005 in the amount of \$1,556,943.00 with K Friese + Associates for Professional Engineering Services; and to authorize the City Manager to execute any and all necessary documents.

PRESENTER:

Tony Bettis, CIP Program Manager

Fiscal Impact

<u>Amount requested:</u>	\$1,556,943.00
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	One-Time
<u>Fund source (Operating / Utility / etc.):</u>	Utility 25-31-8625

Attachments

1. PSA and RFQ
2. Evaluation Score Sheet
3. KFA RFQ Submittal

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

shall complete the Basic Services by June 5, 2023, in accordance with the schedule, if any, set forth in Exhibit "A". ENGINEER shall report to OWNER'S designated representative for the PROJECT (see Section IV also). To the extent of any conflict between the terms of this AGREEMENT, and the provisions set forth in Exhibit A, the terms of this AGREEMENT shall control.

B. GEOTECHNICAL LABORATORY SERVICES

If geotechnical laboratory services are provided for the PROJECT through this AGREEMENT, either by the ENGINEER or its subconsultant(s), these services shall be performed by a laboratory accredited, in soils or geotechnical testing as appropriate, by the American Association of Laboratory Accreditation or by the American Association of State Highway and Transportation Officials. The ENGINEER agrees to provide evidence to the OWNER of such accreditation on an annual basis for the duration of this AGREEMENT.

**SECTION II
BASIC PROJECT SERVICES OF THE ENGINEER**

The ENGINEER shall serve as the OWNER'S professional consultant in those phases of the PROJECT to which this AGREEMENT applies; and, will give consultation and advice to the OWNER during the performance of its services.

The ENGINEER shall, in the scope of its work, perform the services described in Exhibit "A" which shall be attached hereto and incorporated herein for all purposes as the PROJECT. ENGINEER shall only commence the work described in Exhibit "A" as authorized by the OWNER (in subsequent written authorizations to proceed) as described hereinafter. All work performed in connection with this AGREEMENT shall be performed in accordance with the professional skill ordinarily provided by competent engineers practicing under the same or similar circumstances and professional licenses, and within the time periods for the completion of the services required by this AGREEMENT. Once ENGINEER is authorized to perform services, ENGINEER shall commence the performance of the services within 10 days following authorization and shall diligently pursue the same to completion in a timely manner. If a time period for performance of the services is not set out herein, OWNER and ENGINEER may hereafter agree upon the time period for the completion of services in writing, which shall be attached to and become a part of and incorporated to this Agreement by reference.

As part of its Basic Services, ENGINEER shall provide OWNER on completion of any design, or any phase of a design, with the number of sets of plans for OWNER's use agreed to by OWNER and ENGINEER, but in no event fewer than five sets (unless otherwise approved in writing by OWNER), and sufficient sets for the use of Contractors and subcontractors in bidding out the PROJECT, if applicable. ENGINEER may establish a fee to Contractors or subcontractors for complete sets of plans to be used by them as part of the bid process in accordance with customary practice within the area in which the PROJECT is located.

All plans provided in connection with this AGREEMENT shall be certified by the ENGINEER as complying with all applicable Federal, State and local laws, and shall be signed and sealed by the ENGINEER. The plans, specifications and data provided by ENGINEER shall be adequate and sufficient to enable those performing the actual work to perform the work as and within the time contemplated by the OWNER and ENGINEER. All

subconsultants that perform a component of the design services required under this AGREEMENT, shall similarly prepare a plan showing their portion of the design work, as appropriate, which is similarly certified to, signed and sealed by the subconsultant.

The OWNER acknowledges that ENGINEER has no control over the methods or means of work nor the costs of labor, materials or equipment. Unless otherwise agreed in writing, any estimates of costs by the ENGINEER are for informational purposes only and are not guarantees.

SECTION III CHANGES IN WORK SCOPE

OWNER, without invalidating this AGREEMENT or the PROJECT, may order changes within the general scope of the PROJECT by altering, adding to and/or deleting or deducting from the PROJECT to be performed. If any changes made under this clause to the PROJECT cause an increase or decrease in the ENGINEER'S cost of, or the time required for, the performance of part of the PROJECT, an equitable adjustment will be made by mutual written agreement and Exhibit "A" and the PROJECT will be modified in writing accordingly. All such changes shall be under the conditions of the original Agreement. Notwithstanding the foregoing, should the PROJECT be changed or amended due to some error on the part of the ENGINEER, the only equitable adjustment that will be made shall be to the benefit of the OWNER.

SECTION IV ADDITIONAL SERVICES OF THE ENGINEER

If ENGINEER determines that services outside the scope of PROJECT ("Additional Services") are required or recommended, or that ENGINEER is being asked by OWNER to perform services not covered by PROJECT, ENGINEER shall notify OWNER that such services are Additional Services, and the cost associated with their performance prior to undertaking them. If changes deduct from the extent of the PROJECT, the contract sum shall be adjusted accordingly. All such changes shall be under the conditions of the original Agreement. Any provision in this Agreement to the contrary notwithstanding, OWNER shall not be liable to ENGINEER for the costs of any Additional Services in connection with the PROJECT unless OWNER has agreed in writing to the performance of the services, which have been identified to OWNER as Additional Services, including the cost for such services, prior to the commencement of such services.

SECTION V THE OWNER'S RESPONSIBILITIES

The OWNER will:

- A. Provide information as to its requirements for the PROJECT to the best of OWNER's knowledge.
- B. Designate the OWNER'S REPRESENTATIVE for this PROJECT. ENGINEER understands and agrees that ENGINEER shall obtain instruction and direction of the services to

be performed hereunder only from OWNER's designated OWNER'S REPRESENTATIVE or other representative designated by OWNER in writing. ENGINEER shall not perform services directed or requested by any other person, unless approved by OWNER'S REPRESENTATIVE or other designated representative in writing. In the event ENGINEER is uncertain whether or not it is authorized to perform services, ENGINEER shall seek confirmation from OWNER'S REPRESENTATIVE or other designated representative.

C. Assist ENGINEER by placing at its disposal available reports and other data relevant to the development of the PROJECT which OWNER has had performed in connection with the property or the PROJECT by other service providers.

D. Assist ENGINEER in gaining entry to public and private property as may be required by the ENGINEER in the performance of their services under this AGREEMENT.

E. Examine all studies, reports, sketches, estimates, proposals and other documents presented by the ENGINEER and render decisions pertaining thereto within a reasonable time so as not to unreasonably delay the services of the ENGINEER.

F. Furnish, or direct ENGINEER (by way of written Supplemental Amendment to this AGREEMENT (see Section VI) to provide necessary Additional Services as stipulated in Section III of this AGREEMENT or other services as may be required by the OWNER.

SECTION VI PAYMENTS TO THE ENGINEER

A. OWNER agrees to pay the ENGINEER as full compensation for the professional engineering and associated services herein contracted for as follows:

1. Basic Services: The total fee for all tasks identified in Exhibit "A" shall not exceed the amount set out in Exhibit "B" ("Basic Services Fee"). Compensation for Services will be reimbursed on a unit price per unit of work basis in accordance with the defined unit prices detailed in Exhibit "B" and will not exceed the Basic Services Fee. Unless otherwise agreed to by the parties in writing, reimbursable expenses, including, but not limited to copying charges, long-distance phone calls, travel expenses, will be included within the Basic Services Fee. If the parties agree that reimbursable expenses are to be billed separately, they shall also itemize the expenses that will be reimbursed and agree on a not-to-exceed amount for such reimbursable expenses and that such expenses shall be invoiced at direct cost with no overhead mark-up.

2. Additional Services: Compensation will be charged based on the actual hours expended by ENGINEER'S personnel and billed at ENGINEER'S Standard Hourly Rates identified in Exhibit "B" attached hereto and incorporated herein for all purposes.

B. METHOD OF PAYMENT

1. Payments on account of ENGINEER'S work on the PROJECT shall be made to ENGINEER within 30 days after invoice is received and approved by OWNER for payment, subject to the terms of this AGREEMENT.

2. For all services rendered, payment for undisputed amounts is due as provided above, subject to the rights and remedies of OWNER. Invoices for payment of services shall not be submitted to OWNER more frequently than once per month. Billing shall include reasonable documentation of cost of services rendered during the previous month in such form and with such content as OWNER may reasonably require. Interest shall accrue on undisputed amounts which have not been paid in accordance with the provisions of this AGREEMENT and are past due, in accordance with the provisions of Section 2251.021 of the Texas Government Code, as amended, unless delay in payment is due to the fault of ENGINEER including improper, contested or inadequate billing procedures followed by the ENGINEER, or the exercise of any rights or remedies by OWNER under the terms of this AGREEMENT.
3. Invoice amounts in excess of the maximum not-to-exceed amount(s) identified above, incurred prior to OWNER'S written consent shall be at ENGINEER'S risk and OWNER is not obligated to pay such billings or expenses. ENGINEER shall closely monitor the amount of their work and notify OWNER within five (5) working days when expenditures for any phase of work reaches eighty (80) percent of the maximum not-to-exceed amount(s) identified herein. Nothing herein shall be construed to require the OWNER to increase the approved maximum not-to-exceed contract amount(s) established under this AGREEMENT.
4. For all services rendered, ENGINEER'S payment to subconsultants is due within ten calendar days after receipt of payment from the OWNER and, when appropriate, OWNER may issue joint checks to the ENGINEER and subconsultants.
5. Cost of services furnished by subcontractors or subconsultants on shall be reimbursed at invoice cost, unless otherwise agreed to by the parties in writing.

SECTION VII TERMINATION AND DEFAULT

The OWNER shall have the right to terminate this AGREEMENT at any time after thirty (30) days notice to the ENGINEER. OWNER shall pay the ENGINEER for services rendered and obligations incurred to date of termination and ENGINEER shall submit to the OWNER all work and documents prepared to that point. Payment to the ENGINEER of lump-sum not-to-exceed amounts shall be proportional to services performed to the date of termination. OWNER will pay a proportionate share for the partially completed work product of any partially completed unit of work thorough the date of termination. The value of such partially completed unit of work will be determined by OWNER based on actual costs incurred. In no case will the compensation paid to ENGINEER for partial completion of the PROJECT exceed the amount the ENGINEER would have received had the PROJECT been completed.

In the event OWNER, through no fault of ENGINEER, fails to perform one or more of its obligations under the terms of this Agreement, ENGINEER shall provide OWNER with written notice of the default, and a reasonable opportunity to cure the same, but in no event shall such cure opportunity be less than thirty (30) days. If

OWNER fails to cure a material default, or to initiate appropriate action to cure a material default, within such cure period, then ENGINEER shall have the right, as its exclusive remedy, to terminate this Agreement, in which event OWNER shall be liable to ENGINEER for all services rendered and obligations incurred to date of termination and ENGINEER shall submit to the OWNER all Work and documents prepared to that point. Payment to the ENGINEER shall be proportional to services performed to the date of termination calculated in accordance with the previous paragraph.

In the event ENGINEER, through no fault of OWNER, fails to perform one or more of its obligations hereunder or defaults under the terms of this AGREEMENT, OWNER shall provide ENGINEER with notice of the default, and a reasonable opportunity, not to exceed thirty (30) days to cure the same. In the event a cure is not effected during such cure period, OWNER, in addition to any other rights and remedies provided by this AGREEMENT, shall have the right to pursue one or more of the following: (a) terminate this AGREEMENT, (b) withhold payments due to ENGINEER until the default is cured to OWNER's satisfaction, or (c) pursue any rights and remedies available at law or equity. The ENGINEER shall not be entitled to any fees or reimbursable expenses other than the fees or reimbursable expenses then due and payable as of the time of termination and then only for those services that have been timely and adequately performed by the ENGINEER considering the actual costs incurred by the ENGINEER in performing the work at date of termination, the value of the work that is nonetheless usable to the OWNER, the cost to the OWNER of employing another ENGINEER to complete the work required and the time required to do so, and other factors that affect the value to the OWNER of the work performed at time of termination. All rights and remedies provided by this AGREEMENT, or available at law or equity shall be cumulative and not exclusive, and may be exercised concurrently or successively.

SECTION VIII SUCCESSOR AND ASSIGNS

This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective successors, executors and assigns. The foregoing notwithstanding, the ENGINEER shall not assign or transfer its interest in this AGREEMENT without the prior written consent of the OWNER. Any transfer or assignment made without OWNER'S prior written consent shall not be binding upon OWNER unless expressly ratified by OWNER in writing, and shall not relieve ENGINEER of its obligations hereunder.

SECTION IX OWNERSHIP AND USE OF DOCUMENTS

The ENGINEER agrees that items such as plans, drawings, photos, designs, studies, specifications, data, computer programs, schedules, technical reports, or other work products, including electronic files and raw data, which prepared under or pursuant to this AGREEMENT (the "Work Product") are subject to the rights of the OWNER in effect on the date of execution of this AGREEMENT. These rights include the right to use, duplicate and

disclose such items, in whole or in part, in any manner and for whatever purpose; and, to have others do so, and to use such items in connection with the PROJECT and any subsequent alterations thereto. Upon completion or termination of this Agreement, the ENGINEER shall deliver all Work Product to the OWNER, and all Work Product shall otherwise be made available, upon request, to the OWNER without restriction or limitation on the further use of such materials, provided, however, that such materials are not intended or represented to be suitable for reuse by the OWNER or others. Any reuse without prior verification or adaptation by the ENGINEER for the specific purpose intended will be at the OWNER's sole risk and without liability to the ENGINEER.

If an item produced by the ENGINEER is copyrightable, the ENGINEER may copyright it, subject to the rights of the OWNER. The ENGINEER grants to OWNER a royalty-free, non-exclusive and irrevocable license to reproduce, publish, modify and use such items and to authorize others to do so. Without limiting the generality of the foregoing, if the services of ENGINEER are terminated under this AGREEMENT, OWNER shall have the right to use the work produced by ENGINEER, and to allow others to do so, in connection with the PROJECT. The ENGINEER shall include in its subconsultant contracts appropriate provisions to achieve the purpose of this Section IX.

All such items furnished by the ENGINEER pursuant to this AGREEMENT are considered instruments of its services in respect to the PROJECT. It is understood that the ENGINEER does not represent such items to be suitable for reuse on any other project. If the OWNER reuses such items without the ENGINEER'S specific written verification or adaptation, such reuse will be at the risk of the OWNER, without liability to the ENGINEER. Any such verification or adaptation requested by the OWNER may entitle the ENGINEER to further compensation at an amount agreed upon between the OWNER and the ENGINEER.

SECTION X ENGINEER'S RESPONSIBILITY AND LIABILITY

All services performed in connection with this AGREEMENT shall be performed in accordance with the professional skill ordinarily provided by competent engineers practicing under the same or similar circumstances and professional licenses, and in accordance with the terms of this AGREEMENT. Acceptance and approval by the OWNER of the final PROJECT Report or other documents or services produced by ENGINEER, shall not constitute nor be deemed a release of the responsibilities and liability of the ENGINEER for the accuracy and competency of the ENGINEER'S work products, design, or other documents, and services prepared/performed under this AGREEMENT. No approvals or acceptances by or on behalf of the OWNER shall be deemed to be an assumption of such responsibility by the OWNER for any defect, error or omission in said work products, design or other documents and services as prepared/performed by the ENGINEER or its subconsultants.

The ENGINEER further agrees to correct programs or documents or re-execute services as may be required due to the ENGINEER'S development of programs or documents which are found to be in error or contain defects or omissions at no additional cost to the OWNER.

Redesigns required or occasioned for the convenience of the OWNER shall be paid for as provided and prescribed hereinbefore under Additional Services of the ENGINEER, but only if such Additional Services are required in writing by OWNER as required herein.

ENGINEER understands that OWNER may require ENGINEER to temporarily suspend work. OWNER understands that the suspension of work by ENGINEER may cause ENGINEER to incur additional costs to resume work, whether on Basic or Additional Services, and OWNER agrees to reimburse ENGINEER for such reasonable and unavoidable additional costs in an amount to be agreed upon by ENGINEER and OWNER in writing at time ENGINEER has been given written notice of the suspension.

SECTION XI PERIOD OF SERVICE

This AGREEMENT shall remain in force for a period required for the completion of the PROJECT, including required extensions thereto and any applicable warranty period services, unless terminated by any of the several provisions included elsewhere in this AGREEMENT.

SECTION XII MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS

The ENGINEER agrees to maintain appropriate accounting records of costs, expenses and payrolls of employees working on the PROJECT together with documentation and evaluations and study results, for a period of five (5) years after final payment for completed services and all other pending matters concerning this AGREEMENT have been closed. The ENGINEER further agrees that the OWNER, or their duly authorized representative(s), shall have access to any and all books, documents, papers and records of the ENGINEER which are directly pertinent to the services to be performed under this AGREEMENT for the purposes of making audit, examination, excerpts and transcriptions.

SECTION XIII VENUE

VENUE AND JURISDICTION OF ANY SUIT, RIGHT OR CAUSE OF ACTION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL LIE, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES CONSENT TO VENUE EXCLUSIVELY IN, COURTS OF COMPETENT JURISDICTION IN WILLIAMSON COUNTY, TEXAS, OR IN FEDERAL COURTS IN WESTERN DISTRICT OF TEXAS, AUSTIN DIVISION.

SECTION XIV INSURANCE REQUIREMENTS; INDEMNIFICATION

The ENGINEER agrees to carry and maintain insurance in the following types and amounts for the duration of this AGREEMENT, and furnish certificates of insurance and make available copies of policy declaration pages and policy endorsements as evidence thereof:

1. Workers Compensation Insurance: The ENGINEER shall carry and maintain during the term of this Agreement, workers compensation and employer's liability insurance meeting the

requirements of the State of Texas on all the ENGINEER's employees carrying out the work involved in this Agreement.

2. Commercial General Liability with a combined single limit of \$1,000,000 per occurrence for coverages A&B including products/completed operations, where appropriate, with a separate aggregate of \$1,000,000. The policy shall contain the following provisions:

- a. Blanket contractual liability coverage for liability assumed under the AGREEMENT and all contracts relative to the PROJECT.
- b. Independent Contractors coverage.
- c. OWNER listed as an additional insured, endorsement CG 2010.
- d. Thirty (30) day Notice of Cancellation in favor of the OWNER, endorsement CG 0205.
- e. Waiver of Transfer of Rights of Recovery Against Others in favor of the OWNER, endorsement CG 2404.

3. Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$500,000 bodily injury per person, \$500,000 bodily injury per occurrence and \$500,000 property damage liability per accident. The policy shall contain the following endorsements in favor of the OWNER:

- a. Waiver of Subrogation endorsement TE 2046A.
- b. Thirty (30)-day Notice of Cancellation, endorsement TE 0202A.
- c. Additional Insured, endorsement TE 9901B.

4. Professional Liability Insurance: professional errors and omissions liability insurance with limits of liability not less than \$1,000,000 per occurrence covering all work performed by the ENGINEER, its employees, sub-contractors, or independent contractors. If this coverage can only be obtained on a "claims made" basis, the certificate of insurance must clearly state coverage is on a "claims made" basis and coverage must remain in effect for at least two years after final payment with the ENGINEER continuing to furnish the OWNER certificates of insurance.

ENGINEER shall require each Subconsultant to maintain the same insurance with the same endorsements in favor of OWNER, unless otherwise agreed by OWNER in writing.

General Requirements

The ENGINEER shall be responsible for insurance premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the certificates of insurance required above.

Applicable to all insurance policies: If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of this AGREEMENT and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The ENGINEER shall maintain continuous coverage for the duration of this AGREEMENT and for not less than twenty-four (24) months following substantial completion of the PROJECT. Coverage, including any renewals, shall have the same retroactive date as the original policy applicable to the PROJECT. The ENGINEER shall, on at least an annual basis, provide the OWNER with a certificate of insurance as evidence of such insurance.

If insurance policies are not written for amounts specified above, the ENGINEER shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

The ENGINEER shall not commence work under this AGREEMENT until they have obtained the required insurance and until such insurance has been reviewed by the OWNER. The ENGINEER shall not allow any subconsultants to commence work until the required insurance has been obtained and approved. Approval of insurance by the OWNER shall not relieve or decrease the liability of the ENGINEER hereunder.

Insurance shall be written by a company licensed to do business in the State of Texas at the time the policy is issued and shall be written by a company with an A. M. Best rating of B+VII or better.

Certificate of Insurance and all endorsements shall read:

City of Leander
105 N. Brushy
Leander, TX 78646
Attn: City Manager

The "other" insurance clause shall not apply to the OWNER where the OWNER is an additional insured shown on the policy. It is intended that policies required in this AGREEMENT, covering both the OWNER and the ENGINEER, shall be considered primary coverage as applicable.

The OWNER shall be entitled, upon request and without expense, to receive copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies and if such request for deletions, revisions, or modifications are commercially available.

The ENGINEER shall not cause any insurance required under this AGREEMENT to be canceled nor permit any insurance to lapse during the term of this AGREEMENT. The OWNER reserves the right to review the insurance requirements of this section during the effective period of the AGREEMENT and to make reasonable adjustments to insurance coverages and their limits when deemed necessary and prudent by the OWNER based upon changes in statutory law, court decisions or the claims history of the industry as well as the ENGINEER (such adjustments shall be commercially available to the ENGINEER). If the implementation of such revised insurance coverages/limits would result in additional costs to the ENGINEER, the ENGINEER may request additional compensation from the OWNER under the provisions of Section III.

Actual losses not covered by insurance as required by this AGREEMENT shall be paid by the ENGINEER.

ENGINEER shall indemnify, defend and hold harmless the OWNER and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and

against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a sub-contractor or supplier committed by ENGINEER or ENGINEER's agent, consultant under contract, or another entity over which ENGINEER exercises control (whether active or passive) of ENGINEER or its employees, agents or sub-contractors (collectively referred to as "ENGINEER") (ii) the failure of ENGINEER to comply with any of the paragraphs herein or the failure of ENGINEER to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. ENGINEER expressly agrees to indemnify and hold harmless the Indemnitees, or any one of them, from and against all liabilities which may be asserted by an employee or former employee of ENGINEER, or any of its sub-contractors, as provided above, for which ENGINEER's liability to such employee or former employee would otherwise be limited to payments under State Workers' Compensation or similar laws. Nothing herein shall require ENGINEER to indemnify, defend, or hold harmless any Indemnitee for the Indemnitee's own negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of ENGINEER in performing Services under this Agreement.

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

OWNER and ENGINEER waive subrogation and hereby release each other, and their respective employees and officers, and representatives from liability for all damages, expenses and costs ("Costs"), to the extent, but only to the extent, that such amounts are covered by insurance proceeds actually paid and applied to the satisfaction of such Costs.

SECTION XV POLLUTANTS AND HAZARDOUS WASTES

It is understood and agreed by both parties that ENGINEER has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition ("Hazardous Conditions") present at the PROJECT as of commencement of the work on the PROJECT ("Preexisting Hazardous Conditions"), if any, and ENGINEER'S compensation hereunder is not commensurate with the potential risk of injury or loss that may be caused by exposure to such Hazardous Conditions. The parties agree that in performing the services required by the PROJECT and this AGREEMENT, ENGINEER does not take possession or control of the subject site and is not therefore responsible for the existence of any pollutant present on or migrating from the site, except for any Hazardous Conditions introduced, caused or created by ENGINEER or its

representatives or subcontractors. ENGINEER shall have no responsibility for any Preexisting Hazardous Condition during clean-up, transportation, storage or disposal activities related to those Pre-existing Hazardous Conditions, provided that ENGINEER has not acted in a way that has exacerbated any such Preexisting Hazardous Condition or increased the cost of or difficulty of removing such Preexisting Hazardous Condition and remediating the site. ENGINEER and its Representative and Subcontractors shall promptly inform OWNER of any Preexisting Hazardous Condition or other Hazardous Condition upon discovery.

SECTION XVI COMPLIANCE WITH ALL LAWS

During the performance of the services provided by this AGREEMENT, the ENGINEER agrees to comply, and to require its Subconsultants to comply, with all Federal, State and local laws and regulations, as well as the City's Charter as applicable to the services or the Project.

SECTION XVII CERTIFICATION OF ENGINEER

The individual(s) signing this AGREEMENT, acting as duly authorized representative(s) of the firm of ENGINEER hereby certify that neither they nor any other members of the ENGINEER'S firm which they represent have:

A. Agreed, as an expressed or implied condition for obtaining this AGREEMENT, to employ or retain the services of (1) any firm or person in the employ of the OWNER or, (2) an OWNER official, in connection with carrying out the work to be performed under this AGREEMENT.

B. Paid or agreed to pay as an express or implied condition for obtaining this AGREEMENT (1) any firm or person in the employ of the OWNER or, (2) an OWNER official, any fee, contribution, donation or consideration of any kind for, or in connection with procuring or carrying out the work provided under the AGREEMENT.

The ENGINEER further acknowledges that this certification may be furnished to any Local, State and Federal Governmental Agencies of the United States in connection with this AGREEMENT and for portions of the PROJECT involving participation of Agency Grant funds and is subject to all applicable State and Federal laws, both criminal and civil.

SECTION XVIII ADDITIONAL PROVISIONS

During the performance of the contract, ENGINEER agrees as follows:

A. The Engineer will not discriminate against any employee or applicant for employment because of race, religion, color, gender, or national origin. The engineer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, gender or national origin.

B. The Engineer will, in all solicitations or advertisements for employees place by or on behalf of the Engineer, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

SECTION XIX MISCELLANEOUS

A. INDEPENDENT CONTRACTOR.

ENGINEER acknowledges that ENGINEER is an independent contractor of the OWNER and is not an employee, agent, official or representative of the OWNER. ENGINEER shall not represent, either expressly or through implication, that ENGINEER is an employee, agent, official or representative of the OWNER. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the ENGINEER.

B. WAIVER.

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

C. NON-COLLUSION.

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

D. FORCE MAJEURE

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

aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

E. RELATIONSHIP OF PARTIES

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

F. SEVERABILITY

If any word, phrase, clause, sentence or provision of the AGREEMENT, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, such finding shall only effect such word, phrase, clause, sentence or provision, and such finding shall not effect the remaining portions of the AGREEMENT, this being the intent of the parties in entering unto this AGREEMENT; and all provisions of this instrument are declared to be severable for this purpose.

G. CONSTRUCTION OF AGREEMENT; GOVERNING LAW

Although the AGREEMENT is substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas.

H. ARBITRATION

This AGREEMENT does not call for the parties to arbitrate any dispute arising out of or related to this AGREEMENT. No arbitration arising out of, or relating to, this AGREEMENT and any PROJECTS involving one party to this AGREEMENT may include the other party to this AGREEMENT without that other party's consent.

I. ENGINEER'S PROJECT PURCHASES

All durable PROJECT equipment, tools, materials, etc., if any, purchased by the ENGINEER and invoiced to the OWNER shall be considered the property of the OWNER and shall be given over to the OWNER at the time of OWNER'S request or at the completion of the PROJECT.

J. FULL AND FINAL AGREEMENT

This AGREEMENT (consisting of this document and, where applicable, OWNER'S Request for Qualifications ("RFQ") which is incorporated herein by reference for all purposes to the extent that such RFQ is not inconsistent with this document and also including ENGINEER'S proposal and submittals, where applicable, to the extent that such proposal and submittals are not inconsistent with this document or the RFQ) constitutes the entire agreement of the parties concerning the subject matter hereof, and may only be amended by a written document signed

by both parties. All prior and contemporaneous understandings, whether written or oral, are merged herein.

K. NOTICE

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

L. STATUTORY VERIFICATIONS

1. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2271.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the ENGINEER represents that neither the ENGINEER nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Landlord (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

2. To the extent the Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Governmental Code, as amended, solely for the purposes of compliance with Chapter 2252 of the Texas Governmental Code, and except to the extent otherwise required by applicable federal law, ENGINEER represents that the ENGINEER nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Landlord is a company listed by the Texas Comptroller Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

3. The ENGINEER hereby verifies that it and its parent's company, wholly or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such section is not inconsistent with a governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing or investment of funds. As used in the foregoing verification, "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil-based energy and does not commit or pledge to meet environmental standards beyond federal and state law: or (B) does business with a company described as by the preceding statement in (A).

4. The ENGINEER hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

5. ENGINEER represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code and Chapter 2252 of the Texas Government Code.

Executed to be effective as of the ____ day of _____, 202__.

OWNER: City of Leander

By: _____
Richard B. Beverlin, III

Address for Notice:

Mailing address:

City of Leander
105 N. Brushy Street
Leander, TX 78646

ENGINEER

K Friese & Associates, LLC

By: Thomas M. Owens, P.E.

Digitally signed by Thomas M. Owens, P.E.
DN: C=US, E=towens@kfriese.com, O="K
Friese & Associates, Inc.", CN="Thomas M.
Owens, P.E."
Date: 2023.07.24 11:24:19-05'00'

Name: Thomas M. Owens, P.E.

Title: Vice President

Address for Notice:

1120 S. Capital of Texas Highway
CityView 2, Suite 100
Austin, TX 78746

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

Exhibit "A"	--	Scope of Work; Basic Services Fee; Time for Completion; ("PROJECT")
Exhibit "B"	--	Defined Unit Prices, Basic Services Fee, and Schedule of Hourly Rates for ENGINEER and its Subconsultants.
Exhibit "C"	--	Respondent's Submittal Of Qualifications
Exhibit "D"	--	Solicitation package (Solicitation documents, attachments, exhibits, and addenda)

APPENDIX A. Additional Terms (*add if applicable*)

EXHIBIT A
Scope of Work (“PROJECT”)

SCOPE OF SERVICES REAGAN PUMP STATION & GROUND STORAGE TANK

The City of Leander (City) has requested engineering design services from K Friese + Associates (KFA) for the proposed Reagan Pump Station & Ground Storage Tank (GST) project. The project includes a new booster pump station and GST to supply water to the 1127 pressure zone and San Gabriel Elevated Storage Tank project which is currently under construction. The project site is located on the east side of the intersection of Ronald Reagan Boulevard and Crystal Falls Parkway. The GST will be filled from the 1127 pressure zone via an existing 42-inch diameter water main within Ronald Reagan Boulevard. The GST is needed to provide additional storage capacity within the City water system, additional operator flexibility, and most importantly, the ability for the City to meet peak water demands that exceed the City's instantaneous flow rate from the BCRUA supply point.

The current Water Master Plan indicates that the proposed pump station will have an ultimate capacity of approximately 30-35 million gallons per day (MGD). The initial firm capacity of the pump station will be approximately 17.5 MGD, and the pump station will be designed to easily accommodate an expansion to reach the ultimate capacity. Two types of pumps will be evaluated during the preliminary design phase to allow the City to select the best pumps for the project.

Ultimately the site will include two-2.5-million-gallon (MG) GSTs; however, only one 2.5 MG GST will be installed during the initial phase. The GST will either be concrete or steel, both of which will be evaluated for capital and life cycle costs. The GST will be filled through a flow meter and flow control valve (FCV) to regulate the flow into the tank. Options for including a bypass of the proposed GST and pump station will be evaluated to allow for energy savings during certain low demand periods as determined by operations staff. KFA will evaluate options for installing a bypass line on the project site that can be used to bypass the pump station and GST.

The driveway to the site will tie into the future Crystal Falls Pkwy. when it is extended east of Ronald Reagan Blvd. in the future. The City has requested KFA to perform preliminary engineering for a portion of the future Crystal Falls Pkwy from the tie in at Ronald Reagan to the eastern property line of the site to coordinate the roadway design and proposed driveway.

In addition to the pump station and GST, the project will also include site design, driveway and parking, suction and discharge water main design, drainage, and preliminary roadway engineering for the future Crystal Falls Pkwy extension.

The KFA Team for this assignment shall include the following consultants:

- JRSA Engineering, Inc. (JRSA) – Electrical, controls, and instrumentation design services
- Fuse Architecture Studio (Fuse) – Architectural design services
- Tsen Engineering (Tsen) – Structural design services
- Wilson & Girenti, P.A. (WG) – Mechanical, Electrical, and Plumbing (MEP) design services
- McGray & McGray – Surveying Services
- Raba Kistner Consultants, Inc. (Raba) – Geotechnical, environmental, and archaeological services
- Studio16:19 (Studio) – Landscape architecture
- Construct-Ability – Constructability Reviews and Cost Estimating
- The Rios Group (Rios) – Subsurface Utility Exploration (Quality Level "A")

SCOPE OF SERVICES
REAGAN PUMP STATION & GROUND STORAGE TANK

A. PRELIMINARY ENGINEERING PHASE

1. Project Management/Administration – This task includes monitoring budgets and schedules, communications, and other tasks directly associated with the project.
2. Meetings:
 - a. Internal Project Team Meetings – KFA will hold regular project team meetings with our Staff and subconsultants as necessary to coordinate the preliminary design effort.
 - b. 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 the 30% preliminary engineering report (1 workshop). Both meetings are assumed to be in-person at the City's office.
3. Site Visit – KFA will perform one (1) site visit to walk the project site.
4. Hydraulic Analysis & Pump Selection – KFA will use the City's water model to confirm the required pump station capacity and hydraulic design points to be used for the pump selection, controls, and operation. KFA will coordinate with pump manufacturers on possible pump and motor selections for the design requirements, including the interim and ultimate number of pumps and layout options. KFA will evaluate both vertical turbine and split case pump types with regard to pump hydraulics, operations, building layout, cost, and other factors to provide a recommendation to the City for the recommended pump type, configuration, and design conditions. Evaluation of pump control methods will be performed and discussed with City Public Works Staff.
5. Flow Control & Bypass Evaluation – KFA will use the City's water model to evaluate the controls for filling the GST and for the bypass control valve during low demand periods when the facility is not needed to meet demand.
6. Site Plan Layouts – KFA will evaluate two site plan layout options, one for each of the pump types, including locations of the ground storage tanks, onsite drainage and detention pond, driveways, parking, firetruck turnaround, fencing, landscaping, and electrical service.
7. Site Drainage & Detention – KFA will perform a hydraulic and hydrologic (H&H) analysis of the site to determine the necessary onsite drainage infrastructure, including a detention pond. The detention pond will be sized to handle site runoff and some amount of overflow/drain of the GST (to be determined by KFA) to limit future runoff to adjacent property owners to existing conditions. Sizing of the detention pond will be determined in coordination with the City.
8. Wastewater Design – KFA will evaluate two options for conveying wastewater from the site to the City's existing wastewater system. These options are likely to include a gravity sewer main, or an onsite grinder pump station and force main. It is assumed that either option will include a new pipeline north along Ronald Reagan Blvd. to an existing 8-inch sewer main within Arrowfeather Pass.

SCOPE OF SERVICES
REAGAN PUMP STATION & GROUND STORAGE TANK

9. Preliminary Roadway Design – KFA will develop a preliminary horizontal layout of the future Crystal Falls Parkway extension to determine the proposed driveway location and to determine the required setbacks from the future right-of-way. KFA will work with City Staff to determine the proposed roadway and sidewalk section to determine the preliminary horizontal design and alignment of the proposed roadway across the site. The preliminary design will extend from Ronald Reagan Blvd. to the eastern property line.
10. Environmental and Cultural Resources (Raba) – Raba will perform environmental and cultural resources investigations, reporting, and permitting for the project. See the attached Raba Scope of Services for more information.
11. Topographic Survey (McGray) – McGray & McGray will establish horizontal and vertical control and perform a detailed topographic survey for the proposed site and offsite wastewater route. McGray will prepare CADD files with a digital terrain model processed with 1-foot contours. See the attached McGray Scope of Services for more information.
12. Preliminary Electrical (JRSA) – JRSA will perform preliminary electrical design services including coordination with Pedernales Electric Company (PEC) to bring electrical service to the site. See the attached JRSA Scope of Services for more information.
13. Preliminary Architectural (Fuse) – Fuse will perform preliminary architectural design. See the attached Fuse Scope of Services for more information.
14. Preliminary Structural (Tsen) – Tsen will perform preliminary structural design. See the attached Tsen Scope of Services for more information.
15. Preliminary Plumbing and HVAC (WG) – WG will perform preliminary MEP design. See the attached WG Scope of Services for more information.
16. Preliminary Landscape Architecture (Studio) – Studio will develop preliminary landscape architecture layouts. See the attached Studio Scope of Services for more information.
17. Preliminary Cost Estimating (Construct-Ability) – Construct-Ability will review the 30% design to develop construction cost estimates for each of the two site layout options.
18. Prepare Preliminary Engineering Report – KFA will summarize the evaluation of the proposed pump station and ground storage tank design in a Preliminary Engineering Report (PER) describing proposed pump station layout, ground storage tank location, site design, electrical design, architectural design, structural design, plumbing and HVAC, preliminary cost estimates, and other pertinent items for review by the City at the 30% design level. The following exhibits will be produced as 11" x 17" drawings included in the PER:

SCOPE OF SERVICES
REAGAN PUMP STATION & GROUND STORAGE TANK

B. PHASE II – FINAL DESIGN PHASE

1. Project Management/Administration – This task includes monitoring budgets and schedules, communications, and other tasks directly associated with the project.

<u>Exhibit Number</u>	<u>Exhibit Title</u>
1	EXISTING SITE PLAN
2	PROPOSED SITE PLAN - OPTION 1
3	PROPOSED SITE PLAN - OPTION 2
4	PROPOSED PUMP LAYOUT - OPTION 1
5	PROPOSED PUMP LAYOUT - OPTION 2
6	CRYSTAL FALLS PKWY EXTENSION - PRELIMINARY LAYOUT
7	WASTEWATER CONVEYANCE
8	FLOW CONTROL & BYPASS PLAN
9	ELECTRICAL SERVICE PLAN
10	EXISTING DRAINAGE AREA MAP
11	PROPOSED DRAINAGE AREA MAP

2. Meetings:
- a. Internal Project Team Meetings – KFA will hold regular project team meetings with our Staff and subconsultants as necessary to coordinate the design effort.
 - b. Project Design Meetings – KFA will prepare for and attend meetings with City of Leander staff to review plan and specification submittals at the 60%, 90%, and 100% design levels (3 workshops).
3. Site Plan Design – KFA will design the site plan including the proposed pump station, ground storage tank, yard piping, driveway, parking areas, detention pond, screening fence, gates, and other on-site features.
4. Pump Station Civil/Mechanical Design – KFA will design the overall layout of the pump station building, including piping and pump orientation, valves, fittings, flow meters, electrical/control room, chemical storage, bathroom, and pump controls.
5. Ground Storage Tank Design – KFA will design the layout of the GST including tank elements, overflow, piping connections, and mixing. KFA will coordinate with tank manufacturers to ensure the design meets current industry standards. The design will include the ability to bid on both concrete and steel tank materials for more competition.
6. Chloramine Booster Station Design – It is anticipated that chloramine booster equipment will be included in the pump station design to ensure proper maintenance of disinfection chemicals in the water. It is anticipated that the chloramine equipment will monitor ammonia and chlorine levels in the water, along with pH levels, to automatically feed additional ammonia and chlorine to the system. KFA will coordinate with manufacturers for the equipment, and perform calculations to size the equipment, dosing, and injection locations.

SCOPE OF SERVICES
REAGAN PUMP STATION & GROUND STORAGE TANK

7. Site Drainage & Detention – KFA will perform a hydraulic and hydrologic (H&H) analysis of the site to determine the necessary onsite drainage infrastructure, including a detention pond. The detention pond will be sized to handle site runoff and a certain amount of overflow/drain of the GST to eliminate excessive runoff to adjacent property owners. Sizing of the detention pond will be determined in coordination with the City.
8. Wastewater Design – KFA will design the wastewater conveyance from the site to the existing 8-inch diameter gravity sewer main within Arrowfeather Pass. The anticipated alignment will be within the right-of-way of Ronald Reagan Blvd. and Arrowfeather Pass; no easements are included. The main will be approximately 1,800 LF. Pending further evaluation of the elevations along the route, the main may be gravity or a portion may be low pressure.
9. Geotechnical Engineering Services (Raba) – Raba will perform the work as outlined in their attached Scope of Services, including geotechnical borings and investigations required for the design of the proposed pump station foundation, generator pad, detention pond, valve pads/vaults, and pavement design.
10. Pump Station Architecture (FUSE) – Fuse will design the architecture for the pump station building, which is anticipated to be a single story, masonry structure. The building will include an air-conditioned electrical and control room space, chemical storage, and a single occupant restroom. The building's architectural features will be designed to meet local development guidelines. It is assumed that the site will not require TDLR registration for Texas Accessibility Standards.
11. Structural Engineering Design (TSEN) – TSEN will provide structural engineering for the pump station building foundation, wall, roof, and generator foundation. The pump station building will be designed with an internal monorail for pump or equipment removal.
12. Electrical Engineering Design (JRSA) – JRSA will provide electrical engineering design for the project including coordination on electrical service to the site; power, instrumentation, and lighting design for the pump station and ground storage tank; VFDs, control/instrumentation, and SCADA interconnection with Leander.
13. Mechanical, Electrical, and Plumbing Design (WG) – WG will provide MEP design including pump station building plumbing for a bathroom and floor drains; interior and exterior electrical and lighting; and HVAC design for the building.
14. Landscape Architecture and Irrigation (Studio) – Studio will provide design phase services for the required landscape architecture and associated irrigation. The landscaping will adhere to the City's Code of Ordinances.
15. Subsurface Utility Exploration (Rios) – Rios will perform up to 10 Quality Level-A utility locates as needed for the waterline connections within Ronald Reagan Blvd. and the offsite wastewater conveyance.
16. Plan Preparation – KFA will develop plan sheets to be used for public bidding and construction of the project. The sheets will be 22" x 34" and are currently estimated to include the following sheets:

SCOPE OF SERVICES
REAGAN PUMP STATION & GROUND STORAGE TANK

<u>Sheet Number</u>	<u>Drawing Number</u>	<u>Sheet Title</u>
<u>CIVIL/MECHANICAL</u>		
1	C-01	COVER SHEET
2	C-02	SHEET INDEX
3	C-03	CITY OF LEANDER NOTES
4	C-04	TCEQ CONTRIBUTING ZONE NOTES
5	C-05	SWPPP NOTES
6	C-06	FINAL PLAT
7	C-07	MECHANICAL GENERAL DRAWING STANDARDS
8	C-08	MECHANICAL SYMBOLS, IDENTIFICATION, LEGEND AND ABBREVIATIONS
9	C-09	PROJECT LAYOUT
10	C-10	EXISTING SITE PLAN
11	C-11	SITE DEMOLITION PLAN
12	C-12	PROPOSED SITE PLAN - CONCRETE TANK
13	C-13	PROPOSED SITE PLAN - STEEL TANK
14	C-14	PAVING PLAN
15	C-15	DRIVEWAY PLAN & PROFILE
16	C-16	TREE SURVEY AND MITIGATION PLAN
17	C-17	EROSION AND SEDIMENT CONTROL PLAN I
18	C-18	EROSION AND SEDIMENT CONTROL PLAN II
19	C-19	EROSION AND SEDIMENT CONTROL PLAN III
20	C-20	EROSION AND SEDIMENT CONTROL NOTES
21	C-21	RESTORATION PLAN
22	C-22	RESTORATION PLAN NOTES
23	C-23	GRADING PLAN - CONCRETE TANK
24	C-24	GRADING PLAN - STEEL TANK
25	C-25	EXISTING DRAINAGE AREA MAP
26	C-26	PROPOSED DRAINAGE AREA MAP
27	C-27	DRAINAGE CALCULATIONS
28	C-28	GRADING AND DRAINAGE PLAN I
29	C-29	GRADING AND DRAINAGE PLAN II
30	C-30	POND PLAN
31	C-31	POND SECTIONS
32	C-32	POND DETAILS I
33	C-33	POND DETAILS II
34	C-34	POND DETAILS III
35	C-35	YARD PIPING PLAN
36	C-36	SUCTION PIPING PLAN & PROFILE I
37	C-37	SUCTION PIPING PLAN & PROFILE II
38	C-38	DISCHARGE PIPING PLAN & PROFILE
39	C-39	FLOW METER & FLOW CONTROL PLAN AND SECTIONS
40	C-40	BYPASS FLOW CONTROL VALVE PLAN AND SECTIONS
41	C-41	WASTEWATER PLAN & PROFILE I
42	C-42	WASTEWATER PLAN & PROFILE II
43	C-43	WASTEWATER PLAN & PROFILE III
44	C-44	WASTEWATER PLAN & PROFILE IV
45	C-45	WASTEWATER PLAN & PROFILE V

SCOPE OF SERVICES
REAGAN PUMP STATION & GROUND STORAGE TANK

<u>Sheet Number</u>	<u>Drawing Number</u>	<u>Sheet Title</u>
46	C-46	CONCRETE GROUND STORAGE TANK PLAN
47	C-47	CONCRETE GROUND STORAGE TANK SECTION
48	C-48	CONCRETE TANK DETAILS I
49	C-49	CONCRETE TANK DETAILS II
50	C-50	CONCRETE TANK DETAILS III
51	C-51	STEEL GROUND STORAGE TANK PLAN
52	C-52	STEEL GROUND STORAGE TANK SECTION
53	C-53	STEEL TANK DETAILS I
54	C-54	STEEL TANK DETAILS II
55	C-55	STEEL TANK DETAILS III
56	C-56	PUMP STATION PLAN
57	C-57	PUMP STATION SECTIONS I
58	C-58	PUMP STATION SECTIONS II
59	C-59	CHEMICAL FEED PROCESS FLOW DIAGRAM
60	C-60	CHEMICAL FEED PLAN
61	C-61	CHEMICAL EQUIPMENT LAYOUT
62	C-62	CHEMICAL FEED INJECTION VAULT DETAILS
63	C-63	TYPICAL DETAILS I
64	C-64	TYPICAL DETAILS II
65	C-65	TYPICAL DETAILS III
66	C-66	TYPICAL DETAILS IV
67	C-67	TYPICAL DETAILS V
68	C-68	TYPICAL DETAILS VI
69	C-69	TRAFFIC CONTROL PLAN I
70	C-70	TRAFFIC CONTROL PLAN II
71	C-71	TRAFFIC CONTROL PLAN III
72	C-72	TRAFFIC CONTROL DETAILS I
73	C-73	TRAFFIC CONTROL DETAILS II
74	C-74	TRAFFIC CONTROL DETAILS III
<u>ARCHITECTURAL</u>		
75	A-01	ARCHITECTURAL GENERAL INFORMATION I
76	A-02	ARCHITECTURAL ABBREVIATIONS
77	A-03	ARCHITECTURAL GENERAL NOTES
78	A-04	PUMP STATION BUILDING FLOOR PLAN
79	A-05	PUMP STATION BUILDING FIRE & LIFE SAFETY PLAN
80	A-06	PUMP STATION BUILDING DOOR, WINDOW AND FINISH SCHEDULE
81	A-07	PUMP STATION BUILDING REFLECTED CEILING PLAN
82	A-08	PUMP STATION BUILDING ROOF PLAN
83	A-09	PUMP STATION BUILDING EXTERIOR ELEVATIONS I
84	A-10	PUMP STATION BUILDING EXTERIOR ELEVATIONS II
85	A-11	PUMP STATION BUILDING EXTERIOR ELEVATIONS III
86	A-12	PUMP STATION BUILDING EXTERIOR ELEVATIONS IV
87	A-13	PUMP STATION BUILDING EXTERIOR ELEVATIONS V
88	A-14	PUMP STATION BUILDING SECTIONS
89	A-15	PUMP STATION WALL SECTIONS
90	A-16	PUMP STATION BUILDING INTERIOR DETAILS I
91	A-17	PUMP STATION BUILDING EXTERIOR DETAILS II

SCOPE OF SERVICES
REAGAN PUMP STATION & GROUND STORAGE TANK

<u>Sheet Number</u>	<u>Drawing Number</u>	<u>Sheet Title</u>
92	A-18	PUMP STATION BUILDING EXTERIOR DETAILS III
93	A-19	PUMP STATION BUILDING INTERIOR ELEVATIONS
94	A-20	ACCESSIBILITY STANDARDS I
95	A-21	ACCESSIBILITY STANDARDS II
96	A-22	ACCESSIBILITY STANDARDS III
97	A-23	ACCESSIBILITY STANDARDS IV
98	A-24	ACCESSIBILITY STANDARDS V
<u>STRUCTURAL</u>		
99	S-01	STRUCTURAL NOTES I
100	S-02	STRUCTURAL NOTES II
101	S-03	STRUCTURAL NOTES III
102	S-04	STRUCTURAL NOTES IV
103	S-05	STRUCTURAL NOTES V
104	S-06	SPECIAL INSPECTIONS I
105	S-07	SPECIAL INSPECTIONS II
106	S-08	PUMP STATION FOUNDATION PLAN
107	S-09	PUMP STATION FRAMING PLAN
108	S-10	GENERATOR FOUNDATION PLAN & SECTION
109	S-11	STRUCTURAL DETAILS I
110	S-12	STRUCTURAL DETAILS II
111	S-13	STRUCTURAL DETAILS III
112	S-14	STRUCTURAL DETAILS IV
113	S-15	STRUCTURAL DETAILS V
<u>PLUMBING & HVAC</u>		
114	M-01	PUMP STATION BUILDING POWER AND LIGHTING PLAN
115	M-02	PUMP STATION BUILDING ELECTRICAL SCHEDULES
116	M-03	PUMP STATION BUILDING MECHANICAL PLAN
117	M-04	PUMP STATION BUILDING HVAC DETAILS
118	M-05	PUMP STATION BUILDING HVAC SCHEDULES
119	M-06	PUMP STATION BUILDING PLUMBING PLAN
120	M-07	PUMP STATION BUILDING SUPPLY RISER
121	M-08	PUMP STATION BUILDING SANITARY RISER
122	M-09	PUMP STATION BUILDING PLUMBING SCHEDULES
123	M-10	PUMP STATION BUILDING PLUMBING DETAILS I
124	M-11	PUMP STATION BUILDING PLUMBING DETAILS II
<u>ELECTRICAL</u>		
125	E-01	ELECTRICAL LEGEND
126	E-02	ELECTRICAL SITE PLAN
127	E-03	GROUND STORAGE TANK PLAN
128	E-04	GROUND STORAGE TANK ELEVATION
129	E-05	PUMP STATION BUILDING PLAN - POWER AND GROUNDING
130	E-06	PUMP STATION BUILDING PLAN - INSTRUMENTATION & CONTROLS
131	E-07	EQUIPMENT PLAN AND ELEVATION
132	E-08	ELECTRICAL ONE LINE DIAGRAM
133	E-09	MOTOR & VFD SCHEMATICS
134	E-10	P&ID I
135	E-11	P&ID II

SCOPE OF SERVICES
REAGAN PUMP STATION & GROUND STORAGE TANK

<u>Sheet Number</u>	<u>Drawing Number</u>	<u>Sheet Title</u>
136	E-12	P&ID III
137	E-13	CONTROL PANEL SCHEMATIC I
138	E-14	CONTROL PANEL SCHEMATIC II
139	E-15	CONTROL PANEL SCHEMATIC III
140	E-16	CONTROL PANEL SCHEMATIC IV
141	E-17	CONTROL PANEL SCHEMATIC V
142	E-18	CONTROL PANEL SCHEMATIC VI
143	E-19	CONTROL PANEL SCHEMATIC VII
144	E-20	CONTROL PANEL SCHEMATIC VIII
145	E-21	CONTROL PANEL SCHEMATIC IX
146	E-22	CONTROL PANEL SCHEMATIC X
147	E-23	MAIN CONTROL PANEL INPUT/OUTPUT SCHEDULES
148	E-24	CONTROL PANEL INTERIOR ELEVATION
149	E-25	CONTROL PANEL EXTERIOR ELEVATION
150	E-26	ELECTRICAL DETAILS I
151	E-27	ELECTRICAL DETAILS II
152	E-28	ELECTRICAL DETAILS III
153	E-29	ELECTRICAL DETAILS IV
154	E-30	ELECTRICAL DETAILS V
155	E-31	ELECTRICAL DETAILS VI
156	E-32	ELECTRICAL DETAILS VII
<u>LANDSCAPE ARCHITECTURE</u>		
157	LA-01	LANDSCAPE NOTES
158	LA-02	LANDSCAPE LEGEND
159	LA-03	LANDSCAPE PLAN I
160	LA-04	LANDSCAPE PLAN II
161	LA-05	LANDSCAPE DETAILS I
162	LA-06	LANDSCAPE DETAILS II
<u>IRRIGATION</u>		
163	IR-01	IRRIGATION NOTES
164	IR-02	IRRIGATION LEGEND
165	IR-03	IRRIGATION PLAN I
166	IR-04	IRRIGATION PLAN II
167	IR-05	IRRIGATION DETAILS I
168	IR-06	IRRIGATION DETAILS II

17. Project Manual – Technical specifications will be prepared for the project and KFA will coordinate with the City of Leander to incorporate front end and contract documents.

18. Submittals – KFA will provide 60%, 90%, and 100% submittals to the City of Leander for review and comment. Submittals will include 3 sets of drawings, contract documents and technical specifications, and an updated project cost estimate. The final submittal will include one full size set of reproducible construction plans and a complete set of contract documents and technical specifications and one electronic set of construction plans, contract documents and technical specifications.

SCOPE OF SERVICES REAGAN PUMP STATION & GROUND STORAGE TANK

19. Cost Estimating & Constructability (Construct-Ability) – Construct-Ability will review the proposed designs to identify potential constructability issues, and to develop construction cost estimates for the project at each plan submittal.
20. 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. Interdisciplinary reviews will be conducted with each submittal phase.
21. City of Leander Permitting – KFA will prepare and submit plans for review through the City permitting process, including:
 - a. CIP Permit
 - b. Building Permit
 - c. Heritage Tree Removal
22. TCEQ Permitting – 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. The anticipated TCEQ permit submittals include:
 - a. Chapter 290
 - b. Contributing Zone Plan, if needed
23. Equipment Pre-purchase – KFA will work with the City to specify the equipment that may be pre-purchased in advance of bidding the construction of the project to ensure that it will be delivered in time to meet the schedule goals of the project. Anticipated equipment includes the pumps, emergency generator, automatic transfer switch, and flow control valves. KFA will prepare a procurement package to procure the equipment during the design phase. As this project has an accelerated schedule, this will reduce the construction duration.
24. Final Design Report – KFA will prepare a Final Design Report documenting the final design of the pump station project.

C. BID PHASE SERVICES

1. Project Management/Administration – This task includes monitoring budgets and schedules, communications, and other tasks directly associated with the project.
2. Equipment Prepurchase – KFA will assist the City with developing bid documents, reviewing pre-purchase bids, and making recommendations.
3. 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.
4. Addenda & Contractor Questions – KFA will interpret plans and specifications and draft addenda, as necessary, for issuance by the City of Leander. Four (4) addenda have been assumed for budgeting purposes.
5. Bid Opening and Recommendation – 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.

SCOPE OF SERVICES
REAGAN PUMP STATION & GROUND STORAGE TANK

D. CONSTRUCTION PHASE SERVICES

1. Project Management/Administration – This task includes monitoring budgets and schedules, communications, and other tasks directly associated with the project.
2. Conformed Documents – KFA will incorporate addenda items in the construction plans as appropriate and reproduce and distribute the documents.
3. 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.
4. Construction Meetings – KFA will attend bi-weekly construction meetings with the City of Leander, Contractor, and other parties as appropriate, including preparing the meeting minutes. For budgeting purposes, we have assumed 28 meetings.
5. Site Visits – KFA will visit the site to check the progress of the work and verify general conformance with the project plans and technical specifications. For budgeting purposes, we have assumed 28 site visits.
6. Submittal Reviews – KFA will maintain a log of all Contractor submittals, track review progress, review and approve submittals, and distribute submittals to the appropriate parties. For budgeting purposes, we have assumed 35 submittals.
7. Pay Application Reviews – KFA will review the Contractor's pay estimates after approval by the City of Leander's on-site Inspector and make recommendations for payment. For budgeting purposes, we have assumed 15 pay application reviews.
8. Change Orders – KFA will review all Contractor's requests for Change Orders and prepare Change Orders as appropriate. For budgeting purposes, we have assumed five (5) change orders.
9. Requests for Information (RFI's) – KFA will review and respond to RFIs from Contractor as related to possible conflicts and clarifications needed between plans and specifications. For budgeting purposes, we have assumed 25 RFIs.
10. Startup and Testing / O&M Review – KFA will be present for startup and testing of the pump station and equipment. KFA will review the O&M manuals for the pump station equipment submitted by the Contractor for conformance with the plans and specifications.
11. 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. One (1) onsite meeting is assumed.
12. 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.

SCOPE OF SERVICES
REAGAN PUMP STATION & GROUND STORAGE TANK

ASSUMPTIONS

1. Property/Easement Metes and Bounds - It is assumed that the property for the pump station site is owned by the City of Leander and no easements or property descriptions will be required. If metes and bounds are required for any offsite easements, an amendment will be required.
2. Testing Services – The design team is not budgeted to perform materials testing during construction; this service can be added at a later date if the City requests.
3. Inspection Services – The design team will make occasional site visits to monitor construction progress but will not be performing day to day inspection of the construction.
4. It is assumed that the project will be a standard low-bid process. If the City elects to use the Competitive Sealed Proposal (CSP) method, an amendment will be required.
5. Construction phase is assumed to be 15 months in duration for budgeting purposes.
6. A single bid/construction including both the GST and pump station has been assumed.
7. The preliminary engineering phase exhibits are assumed to be 11" x 17" exhibits and not 30% plan sheets. Detailed plan sheets will be developed and submitted during the 60% design phase once pump, site, and building layout options have been reviewed and selected by the City.
8. The roadway design for the Crystal Falls Pkwy extension is assumed to be preliminary layout only for planning the site layout and driveway location and tie-in. If detailed design is needed, additional services will be required.
9. Two City of Leander permitting submittals are assumed for each permit (one initial submittal and one resubmittal).
10. Construction phase tasks have been assumed as described by the specific task. If additional effort is required beyond the assumed scope, additional services will be required.
11. No demolition is assumed for existing structures on the site. The City will be responsible for structure demolition.
12. It is assumed that long-lead time equipment will be pre-purchased as discussed in the scope of services.
13. The hours in Exhibit B are an estimate. The hours assigned are not exclusive to the Phase or Labor Category which they are assigned. The total fee will not be exceeded without prior written authorization.

CITY OF LEANDER - REAGAN PUMP STATION GROUND STORAGE TANK

	Task	Principal	Project	Deputy	QA/QC	Senior	Project	EIT	Senior	Admin	Total	Labor	Subconsultants							Total	Expenses	Total					
		Hrs	Mgr	PM	Eng	Eng	Eng	Hrs	Hrs	Hrs		Hrs	Cost	Raba	McGray	JRSA	Fuse	Tsen	WG				Studio	Construct-	Rios	Subs	
		\$	\$	\$	\$	\$	\$	\$	\$	\$	Lbr	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Phase A - Preliminary Engineering Phase																											
1	Project Management & Administration	4	12	24						4	44	\$9,140											\$0		\$0	\$9,140	
2	Meetings	0	10	14	0	10	24	12	0	0	70	\$13,320	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500	\$13,820	\$500	
	Kick-off Meeting	2	2	2		2	16	8			6	\$1,440											\$0	\$250	\$1,690	\$0	
	Internal Project Team Meetings	2	2	2		2	40	20			40	\$7,200											\$0	\$250	\$7,450	\$0	
	30% Workshop	4	4	4		4	8	4			24	\$4,660											\$0	\$250	\$4,910	\$0	
3	Site Visit	4	4	4		4	8	4			24	\$4,660											\$0	\$500	\$5,160	\$0	
4	Hydraulic Analysis & Pump Selection	8	22	24		24	40	80			144	\$24,840											\$0	\$2,840	\$27,680	\$0	
5	Flow Control & Bypass Analysis	2	8	16		16	16	32			74	\$13,020											\$0	\$500	\$13,520	\$0	
6	Site Plan Layouts	2	8	12		12	32	48			102	\$16,480											\$0	\$500	\$16,480	\$0	
7	Site Drainage & Detention			12			40	60			112	\$16,240											\$0	\$500	\$16,240	\$0	
8	Wastewater Design	2	8	8		8	24	40			74	\$10,900											\$0	\$500	\$10,900	\$0	
9	Preliminary Roadway Design					4	4	24			72	\$11,040											\$0	\$500	\$11,040	\$0	
10	Environmental & Cultural Resources (Raba)			2							2	\$390	\$43,931										\$0	\$43,931	\$0	\$44,321	
11	Topographic Survey (McGray)			2					4		6	\$910		\$36,262									\$0	\$36,262	\$0	\$37,172	
12	Preliminary Electrical (JRSA)			2					4		6	\$910			\$18,000								\$0	\$18,000	\$0	\$19,910	
13	Preliminary Architectural (Fuse)			2					4		6	\$910				\$17,465							\$0	\$17,465	\$0	\$19,375	
14	Preliminary Structural (Tsen)			2					4		6	\$910					\$5,840						\$0	\$5,840	\$0	\$6,750	
15	Preliminary Plumbing and HVAC (WG)			2					4		6	\$910						\$7,000					\$0	\$7,000	\$0	\$7,910	
16	Preliminary Landscape Architecture (Studio)			2					4		6	\$910						\$4,370	\$4,370				\$0	\$4,370	\$0	\$8,740	
17	Preliminary Cost Estimating (Construct-A-Bility)			2					4		6	\$910							\$63,132				\$0	\$63,132	\$0	\$69,502	
18	Preliminary Engineering Report	4	4	14		8	7	36		80	189	\$29,395	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$29,395	\$0	\$29,395	
	Draft Report	2	2	8		4	16	40			76	\$12,370											\$0	\$76	\$12,370	\$0	
	Exhibits	1	1	2		1	8	24		32	77	\$10,180											\$0	\$77	\$10,180	\$0	
	Final Report	1	1	4		2	2	12		16	42	\$6,840											\$0	\$42	\$6,840	\$0	
Total Preliminary Design		8	44	120	12	77	244	376	60	4	945	\$155,275	\$43,931	\$36,262	\$18,000	\$17,465	\$5,840	\$7,000	\$4,370	\$63,132	\$0	\$126,000	\$1,000	\$352,275	\$1,000		
Phase B - Final Design Phase																											
1	Project Management & Administration	12	36	52						16	116	\$23,880											\$0		\$0	\$23,880	
2	Meetings	0	18	36	0	18	76	38	12	0	198	\$34,940											\$0	\$750	\$35,690	\$0	
	Internal Project Team Meetings		12	24		12	64	32	12		156	\$26,780											\$0	\$250	\$27,230	\$0	
	60% Workshop		2	4		2	4	2			14	\$2,720											\$0	\$250	\$2,970	\$0	
	90% Workshop		2	4		2	4	2			14	\$2,720											\$0	\$250	\$2,970	\$0	
	100% Workshop		2	4		2	4	2			14	\$2,720											\$0	\$250	\$2,970	\$0	
3	Site Plan Design	4	12	8		8	24	32			80	\$13,380											\$0	\$500	\$13,380	\$0	
4	Pump Station Civil/Mechanical Design	4	16	16		20	40	60			144	\$24,520											\$0	\$2,520	\$24,520	\$0	
5	Ground Storage Tank Design	4	8	8		12	20	40			84	\$14,080											\$0	\$14,080	\$0	\$14,080	
6	Chloramine Booster Station Design	4	8	8		12	32	40			96	\$15,980											\$0	\$500	\$15,980	\$0	
7	Site Drainage & Detention			12			40	60			112	\$16,240											\$0	\$500	\$16,240	\$0	
8	Wastewater Design	4	8	8		8	16	24			52	\$6,120											\$0	\$500	\$6,120	\$0	
9	Geotechnical Engineering Services (Raba)			2							2	\$390	\$26,000										\$0	\$26,000	\$0	\$26,390	
10	Pump Station Architecture (Fuse)			2					8		10	\$1,430					\$58,465						\$0	\$58,465	\$0	\$59,895	
11	Structural Engineering Design (Tsen)			2					8		10	\$1,430						\$14,690					\$0	\$14,690	\$0	\$16,120	
12	Electrical Engineering Design (JRSA)			2					8		10	\$1,430											\$0	\$14,690	\$0	\$16,120	
13	Mechanical and Plumbing Design (WG)			2					8		10	\$1,430							\$16,000				\$0	\$16,000	\$0	\$17,430	
14	Landscape Architecture and Irrigation (Studio)			2					8		10	\$1,430											\$0	\$17,430	\$0	\$19,370	
15	Subsurface Utility Exploration (Rios)			2					4		6	\$910											\$0	\$22,170	\$0	\$22,170	
16	Plan Preparation	0	32	176	0	68	458	872	768	0	2404	\$347,940	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$26,711	\$0	\$26,711	\$0	\$374,651	
	60% Phase		8	36		36	240	416	384		1212	\$175,660											\$0	\$0	\$0	\$175,660	
	90% Phase		8	44		16	120	216	192		596	\$86,140											\$0	\$0	\$0	\$86,140	
	100% Phase		8	44		16	120	216	192		596	\$86,140											\$0	\$0	\$0	\$86,140	
17	Project Manual	0	12	65	0	68	16	96	0	0	251	\$44,505	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$44,505	\$0	\$44,505
	60% Phase		2	4		4	16	24			71	\$1,895											\$0	\$0	\$0	\$1,895	
	90% Phase		8	16		32	40	60			156	\$27,820											\$0	\$0	\$0	\$27,820	
	100% Phase		8	16		32	40	60			156	\$27,820											\$0	\$0	\$0	\$27,820	
18	Submittals	0	0	0	0	0	6	12	0	0	21	\$3,045	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,045	\$0	\$3,045
	60% Submittal			1		2	2	4			7	\$1,015											\$0	\$0	\$0	\$1,015	
	90% Submittal			1		2	2	4			7	\$1,015											\$0	\$0	\$0	\$1,015	
	100% Submittal			1		2	2	4			7	\$1,015											\$0	\$0	\$0	\$1,015	
19	Cost Estimating & Constructability	0	3	6	0	6	0	0	0	0	15	\$3,570	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$60,657	\$0	\$60,657	\$0	\$64,227	
	60% Design		1	2		2	5	10			5	\$1,190											\$0	\$0	\$0	\$1,190	
	90% Design		1	2		2	5	10			5	\$1,190											\$0	\$0	\$0	\$1,190	
	100% Design		1	2		2	5	10			5	\$1,190											\$0	\$0	\$0	\$1,190	
20	Quality Assurance/Quality Control	56	0	0	112	20	44	0	0	0	232	\$58,740	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$58,740	\$0	\$58,740
	60% Design	20	0	0	40	8	16				84	\$21,280											\$0	\$0	\$0	\$21,280	
	90% Design	20	0	0	40	8	16				84	\$21,280											\$0	\$0	\$0	\$21,280	
	100% Design	16	0	0	32	4	12				64	\$16,220											\$0	\$0	\$0	\$16,220	
21	City of Leander Permitting	0	7	24	0	0	20	32	0	0	83	\$13,630	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,630	\$0	\$13,630
	CIP Permit		2	4		4	16	24			62	\$8,680											\$0	\$0	\$0	\$8,680	
	Building Permit		2	4		4	16	24			6	\$1,280											\$0	\$0	\$0	\$1,280	
	Heritage Tree Removal		1	4		4	8				17	\$2,670											\$0	\$0	\$0	\$2,670	
22	TCEQ Permitting	0	8	12	0	0	140	14			140	\$21,980	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$21,980	\$0	\$21,980
	Chapter 290		4	12		4	16	24			56	\$8,900											\$0	\$0	\$0	\$8,900	
	Contributing Zone Plan		4	16		4	16	24			84	\$12,960											\$0	\$0	\$0	\$12,960	
23	Equipment Pre-Purchase	4	12			16	12	16			60	\$11,660											\$0	\$0	\$0	\$11,660	
24	Final Design Report	4	12			16	12	16		8	74	\$11,720											\$0	\$0	\$0	\$11,720	
Total Final Design		68	148	444	112	238	946	1418	832	16	4220	\$676,240	\$26,060	\$0	\$75,000	\$58,465	\$14,690	\$16,000	\$								

**CITY OF LEANDER
REAGAN PUMP STATION GROUND STORAGE TANK
EXHIBIT B - RATE TABLE**

Title	Hourly Rate
Principal	\$ 275.00
Project Manager	\$ 250.00
Senior Engineer	\$ 275.00
QA/QC Engineer	\$ 275.00
Deputy Project Manager	\$ 195.00
Project Engineer	\$ 160.00
Engineer in Training	\$ 125.00
Senior Technician	\$ 130.00
Admin	\$ 90.00

CITY OF LEANDER REAGAN PUMP STATION & GROUND STORAGE TANK DESIGN, BID, & CONSTRUCTION SCHEDULE																												
ID	Task Name	Duration	Start	Finish																								
1	City of Leander - Reagan Pump Station & Ground Storage Tank	750 days	Mon 7/24/23	Fri 6/5/26																								
2	Phase A - Preliminary Engineering	105 days	Mon 7/24/23	Fri 12/15/23																								
3	Contracting & NTP	2 wks	Mon 7/24/23	Fri 8/4/23																								
4	Kickoff Meeting & Site Visit	1 wk	Mon 8/7/23	Fri 8/11/23																								
5	Topographic Survey (McGray)	8 wks	Mon 8/14/23	Fri 10/6/23																								
6	Environmental & Cultural Resources (Raba)	8 wks	Mon 8/14/23	Fri 10/6/23																								
7	Preliminary Engineer Report (PER)	90 days	Mon 8/14/23	Fri 12/15/23																								
8	Draft Report	12 wks	Mon 8/14/23	Fri 11/3/23																								
9	QA/QC & Reproduction	2 wks	Mon 11/6/23	Fri 11/17/23																								
10	Final Draft and Submit to City	2 wks	Mon 11/20/23	Fri 12/1/23																								
11	City Review & Approval	2 wks	Mon 12/4/23	Fri 12/15/23																								
12	Phase B - Final Design	280 days	Mon 12/18/23	Fri 1/10/25																								
13	Geotechnical Investigation and Reporting	8 wks	Mon 12/18/23	Fri 2/9/24																								
14	60% Design Phase	100 days	Mon 12/18/23	Fri 5/3/24																								
15	Draft Plans	16 wks	Mon 12/18/23	Fri 4/5/24																								
16	QA/QC & Reproduction	2 wks	Mon 4/8/24	Fri 4/19/24																								
17	60% Submittal to City	0 days	Fri 4/19/24	Fri 4/19/24																								
18	City Review & Approval	2 wks	Mon 4/22/24	Fri 5/3/24																								
19	90% Design Phase	80 days	Mon 5/6/24	Fri 8/23/24																								
20	Draft Plans	12 wks	Mon 5/6/24	Fri 7/26/24																								
21	QA/QC & Reproduction	2 wks	Mon 7/29/24	Fri 8/9/24																								
22	90% Submittal to City	0 days	Fri 8/9/24	Fri 8/9/24																								
23	City Review & Approval	2 wks	Mon 8/12/24	Fri 8/23/24																								
24	100% Design Phase	80 days	Mon 8/26/24	Fri 12/13/24																								
25	Draft Plans	12 wks	Mon 8/26/24	Fri 11/15/24																								
26	QA/QC & Reproduction	2 wks	Mon 11/18/24	Fri 11/29/24																								
27	100% Submittal to City	0 days	Fri 11/29/24	Fri 11/29/24																								
28	City Review & Approval	2 wks	Mon 12/2/24	Fri 12/13/24																								
29	Permitting	20 days	Mon 12/16/24	Fri 1/10/25																								
30	City of Leander	4 wks	Mon 12/16/24	Fri 1/10/25																								
31	TCEQ	2 wks	Mon 12/16/24	Fri 12/27/24																								
32	Equipment Preselection	50 days	Mon 2/12/24	Fri 4/19/24																								
33	Draft Preselection Documents	8 wks	Mon 2/12/24	Fri 4/5/24																								
34	QA/QC & Reproduction	2 wks	Mon 4/8/24	Fri 4/19/24																								
35	Finalize Preselection Bid Documents	1 wk	Mon 4/8/24	Fri 4/12/24																								
36	Phase C - Bid Phase	240 days	Mon 4/15/24	Fri 3/14/25																								
37	Equipment Preselection	45 days	Mon 4/15/24	Fri 6/14/24																								
38	Advertise & Bid	4 wks	Mon 4/15/24	Fri 5/10/24																								
39	Review Bids / Recommendation	1 wk	Mon 5/13/24	Fri 5/17/24																								
40	Contract Execution	4 wks	Mon 5/20/24	Fri 6/14/24																								
41	Construction Bid Phase	45 days	Mon 1/13/25	Fri 3/14/25																								
42	Advertise & Bid	4 wks	Mon 1/13/25	Fri 2/7/25																								
43	Review Bids / Recommendation	1 wk	Mon 2/10/25	Fri 2/14/25																								
44	Contract Execution	4 wks	Mon 2/17/25	Fri 3/14/25																								
45	Phase D - Construction	320 days	Fri 3/14/25	Fri 6/5/26																								
46	Notice to Proceed	0 wks	Fri 3/14/25	Fri 3/14/25																								
47	Construction	60 wks	Mon 3/17/25	Fri 5/8/26																								
48	As-Builts	4 wks	Mon 5/11/26	Fri 6/5/26																								

Project: Project Schedules_Initial
Date: Thu 6/29/23

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

Page 1



Client:
K Friese + Associates
Project Name:
Sandy Creek High Service Pump Station Options - A & B

Thursday, June 29, 2023

"Statement of Work"

		Deliverable	Total Hours	Total Fee
Construct-Ability Services				
1	Site Evaluation			
1A	Visit the site to evaluate surroundings, etc.	✓		
1B	Take site photos and create a project photo album	✓		
1C	Develop site conditions write-up	✓		
2	Construct-Ability Review - 30% 60% 90% 100%			
2A	Review Plans	✓		
2B	Review Specifications	✓		
2C	Value Engineering Options	✓		
2D	Assist in Development of Contractor Pre-Qualifications	✓		
2E	Prepare Write-up	✓		
3	Project Cost Projection Analysis - 30% 60% 90% 100%			
3A	Site Preparation & Mass Excavation Take-Off	✓		
3B	Construction Material Take-Off	✓		
3C	Conduct a review of take-off quantities	✓		
3D	Prepare an itemized estimate	✓		
3E	Conduct estimate review	✓		
3F	Prepare a cost analysis and provide client write up on potential cost saving practices	✓		
4	Project Scheduling 100%			
4A	Prepare report for labor hours from itemized estimate	✓		
4B	Evaluate labor report	✓		
4C	Prepare itemized activity list	✓		
4D	Prepare preliminary schedule	✓	30%	\$ 63,132
4E	Review Schedule	✓	60%	\$ 24,758
4F	Prepare a production analysis and provide write-up on potential time saving practices	✓	90%	\$ 25,996
			100%	\$ 9,903
Total Construct-Ability Services Items 1-4:			1260	\$ 123,789



Client:
K Friese + Associates
Project Name:
Sandy Creek High Service Pump Station Options - A & B

Thursday, June 29, 2023

"Statement of Work"

	Deliverable	Total Hours	Total Fee
5	Construction Management (Contract Duration of 365 days)	0	*Item Excluded*
5A	On-Site Inspection Services, 2x/week @ 6 hours per visit	-	*Item Excluded*
5B	On-Site Safety Inspection Services, 2x/week @ 2 hours per visit	-	*Item Excluded*
5C	Project Record keeping, Inspector 8 hours per week	-	*Item Excluded*
5D	Attend monthly progress meetings	-	*Item Excluded*
5E	Attend Pre-Construction Conference	-	*Item Excluded*
5F	Review Shop Drawings & Submittals	-	*Item Excluded*
5G	Review and Make Recommendations for Payment Applications	-	*Item Excluded*
5H	Project Construction Photos	-	*Item Excluded*
5I	Inspector Travel Mileage	-	*Item Excluded*
5J	Project Manager Travel Mileage	-	*Item Excluded*
Total Construction Management Item 5:		0	*Item Excluded*
Total Items 1-5:		1,260	\$ 123,789

Total Hours: 1,260
Number of Estimators: 4
Hours per Estimator: 315
Work Days per Estimator: 39.375
Average Hourly rate: \$ 98.25
Hrs. Per Phase 78.75

Proposal Acceptance: _____

Date: _____

Construct-Ability: _____

Date: June 29, 2023

Total shown for budgeting purposes only. Construction Management services will be billed at a per inspection report occurrence at the unit rate shown. All other services are to be considered a lump sum and will not exceed the amount shown. Unless there is a change to the scope of work.

Prices good for (30) days from the date of this proposal

Items Excluded:
Design, Engineering, and or Calculations of any sort
Environmental Studies
Environmental Permits
Geotechnical Study
Deliverables not included above
Inspection Services

1005
EAST ST. ELMO ROAD
BUILDING 4



AUSTIN
TEXAS 78745
USA

PROFESSIONAL SERVICES AGREEMENT

June 29, 2023, June 29, 2023 R1

PROJECT

City of Leander Reagan Pump Station and GST

Leander, Texas

Fuse Project 23-2800

OWNER

Dale Murphy, PE

K. Friese + Associates

Vice President

1120 S. Capital of Texas Highway, CityView 2, Suite 100

Austin, TX 78746

ARCHITECT

Beth Guillot, AIA, LEED AP BD+C

Principal/ Owner

Fuse Architecture Studio

1005 East St. Elmo Road Building 4

Austin, Texas 78745

This PSA includes General Terms and Conditions which are attached to, and incorporated in, this PSA. The PSA and the General Terms and Conditions are referred to as the "Agreement."

PROJECT DESCRIPTION

Information from Owner:

- ~17.5 MGD Pump station and 2.5 MG GST initial phase
 - Plan for expansion to ~30 MGD PS and additional 2.5 MG GST
- Building ~1,800 SF
- Site located at intersection of Ronald Reagan and Crystal Falls Parkway (two arterials)
- ~7-acre site owned by the City
 - Plans for future roadway to bisect the southern portion of site to the east
- Flow control valves and metering for flow into GST, with bypass flow control valve
- Pre-purchase long-lead equipment

Project Delivery:

- Contracts as T&M
- Preliminary schedule:
 - Design – 13 months
 - Bid – 3 months
 - Construction – 15 months
- Design:
 - 30% with PER, 30% plans, OPCC
 - 60%, 90%, 100% submittals (plans, specifications, OPCC)
- Meetings (all virtual):
 - Kickoff meeting (1)

- Review meetings at each design phase (4)
- Monthly design team meetings (13)
- Bid and construction phase services
 - Include pre-purchase bid phase for long-lead equipment, if applicable
- City of Leander permitting and ordinances
- Plans in AutoCAD

SCOPE OF SERVICES

ARCHITECTURE & DESIGN MANAGEMENT:

Design and Documentation Phase

- Develop architectural plans (new floor plan, roof plan, elevations and details)
- Develop specifications for architectural materials
- Deliverables 30% with PER, 30% plans, OPCC, 60%, 90%, 100% submittals (plans, specifications, OPCC)
- Interior & Exterior Palette – (1) scheme and (1) revision each
- Provide Architect of Record design services
- Perform code research and publish code analysis
- (18) Virtual team/ client meetings included in fee – additional meetings will be an add service
- Submit required portions of the project for required TAS (State accessibility) review – reimbursable expense
- Submit completed Issue for Construction package to City of Leander for permitting and coordinate
- Respond to comments provided by plan review – 4 addenda and reissue to the City once for permitting

Construction Administration Services (limited)

- Prepare responses to architectural RFIs and provide clarifications – 2 RFIs
- Review architecture submittals only – 5 submittals
- (1) substantial completion visit for a contractor documented punch list (1) final completion visit

NOTE: All engineering required will be provided by others.

PROFESSIONAL FEES

			PIC		Sr. PM		PA		Admin		
		Months	\$240		\$200		\$165		\$100		
	DESIGN	13									
1	PIC coordination		65	\$15,600							\$15,600
2	30% CD				16	\$3,200	40	\$6,600	8	\$800	\$10,600
3	60% CD				24	\$4,800	64	\$10,560	8	\$800	\$16,160
4	90% CD				24	\$4,800	64	\$10,560	8	\$800	\$16,160
5	100% IFC				16	\$3,200	40	\$6,600	8	\$800	\$10,600
6	Bid/ Permit	3	1	\$240	2	\$400	8	\$1,320	2	\$200	\$2,160
7	Construction Admin	15	4	\$960	8	\$1,600	40	\$6,600	10	\$1,000	\$10,160
8	Kick Off Meeting		1	\$240	1	\$200	1	\$165			\$605
9	(17) Meetings				17	\$3,400	17	\$2,805			\$6,205

TOTAL \$88,250

Fee Notes:

1. Work will be performed for a Lump Sum amount to be invoiced monthly on a percentage-of-complete basis.
2. A limited amount of reimbursable expenses will be added the fees above. Reimbursable expenses will be invoiced at cost +10% and may include:
 - a. Vehicle mileage: Invoiced at current IRS allowable amount per mile.
 - b. Printing, shipping & delivery fees.
 - c. Air fare, meals, lodging & vehicle rental expenses for travel outside the State of Texas.
 - d. Registered Accessibility Specialist Fees and TDLR Registration.
3. We reserve the right to negotiate additional fees if the scope of work changes significantly, the schedule is extended or reimbursable expenses exceed our estimate.

Additional Services: (Not included in fee and proposal can be provided upon request)

- Construction Administration beyond scope shown above.
- Landscape Architecture.
- IT/ AV/ Security Design.
- Inspections and Material Testing.
- As-Built Documents.
- Finish Boards.
- Detailed Cost estimates.
- Color renderings.
- Furniture, fixtures and equipment.
- Additional design meetings not included in the Basic Scope of Services.
- Additional design deliverable submissions not included in the Basic Scope of Services.
- LEED and/or WELL design strategies, goals and documentation.

REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to the Professional Fees. Reprographics (excluding internal plots and printing) and other normal out-of-pocket costs directly associated with Architect's services are considered reimbursable expenses. Reimbursable expenses (except courier services) will be billed at 1.10 times their cost.

ADDITIONAL SERVICES

Any services beyond the Basic Services outlined above shall be considered Additional Services, and subject to additional compensation. Additional Services include, but are not limited to; significant changes to previously approved Documents; changes in applicable codes, laws or regulations subsequent to the Client's approval of the Documents; cost estimates; travel and professional renderings. Additional Services shall be billed at the hourly rate outlined in this proposal.

Hourly Rates 2023

(rates will increase 5% each calendar year for additional services)

Fuse Architecture Studio

Principal Architect:	\$240
Senior Manager:	\$200
Project Manager:	\$190
Senior Architect:	\$180
Project Architect:	\$165
Intern Architect:	\$130
Administration:	\$100

DELIVERY OF SERVICE

The Architect's services will be performed as expeditiously as is consistent with professional practice. Architect and Client will jointly develop a reasonable schedule for preparation of the Documents (as that term is defined in the General Terms and Conditions). This schedule shall allow an appropriate amount of time for each phase of Architect's services. Architect, however, shall not have any liability in the event of any deviations from the schedule. Architect and Client will exercise reasonable efforts to coordinate with each other and Client's other consultants for the Project in order to avoid unreasonable delay in the orderly and sequential progress of services.

ADDITIONAL PROVISIONS

The Client shall be the general administrator of the professional services for the Project, and shall facilitate the exchange of information among Client's consultants, including Architect. Except as stated below, all written communications between the Architect and Owner, Contractor or Client's other consultants for the Project shall be forwarded through the Client or will include Client as a recipient of a copy of such written communications. Architect may communicate directly with Client's consultants in connection with the development of the Documents.

We appreciate the opportunity to provide architectural services on the Project. If there are any questions regarding the PSA, please do not hesitate to call.

Sincerely,



Beth Guillot, AIA, LEED AP BD+C, Principal/ Owner

Accepted by Client:

Dale Murphy, PE

K. Friese + Associates

Date:

cc. Paul Meyer – Fuse Architecture Studio, Lane Hicks - Fuse Architecture Studio, Nick Angelo - Fuse Architecture Studio

JRSA Engineering
CONSULTING ELECTRICAL ENGINEERS
6101 W Courtyard Dr, Building 1, Suite 200 ▪ Austin, Texas 78730
V 512.452.8789

June 29, 2023

K. Friese & Associates
1120 South Capital of Texas Highway
The Setting II, Suite 100
Austin, Texas 78746

Attn. Dale Murphy, P.E.

Re: Proposal for Engineering Services
City of Leander- Reagan Pump Station and GST
Instrumentation & Electrical Design

Dear Mr. Murphy:

JRSA proposes to furnish the Preliminary Design, Design, Bid, and Construction Phase engineering services required to complete the electrical & instrumentation design for above stated project. Our fee will be a lump sum amount of \$109,000.00. Please see the below, detailed scope:

Preliminary Design: \$18,000.00

- Evaluate electrical and instrumentation systems for two options for pumps and site plan layouts.
- Evaluate diesel and natural gas generator options.
- Provide a summary report of electrical and instrument recommendations.
- Provide a 30% Opinion of Probable Construction Costs (OPCC).
- Determine construction lead times for equipment (generator, automatic transfer switch, motor starters, switchgear, etc.) to evaluate pre-purchase options.
- Coordinate with the electrical service utility provider (PEC).
- Kick-off Meeting
- 30% Review Meetings.

Design Phase: \$75,000.00

- Design the electrical distribution system for the pump station.
- Meet with PEC onsite to locate utility route.
- Prepare pre-purchase documentation (specs, plans, etc.)
- Design lightning protection for the site.
- Design site and GST lighting. (Building lighting will be provided by others)
- Design instrumentation for pump control, chemical water treatment, GST level monitoring, and on-site valves.
- Prepare a process and instrumentation diagram for the site.
- Coordinate SCADA system design, including radio path study, with City of Leander SCADA Integrator.
- Include design provisions for future ground storage tank and pump installation.
- Provide review submittals, including plans, specifications, and an OPCC, for 60%, 90%, and 100% Completion.
- 60%, 90%, 100% Review Meetings

JRSA Engineering
CONSULTING ELECTRICAL ENGINEERS
6101 W Courtyard Dr, Building 1, Suite 200 ■ Austin, Texas 78730
V 512.452.8789

- Monthly Design meetings (13 Total)

Bid Phase: \$1,000.00

- Pre-Bid Meeting.
- Respond to Bidder Questions.
- Prepare addendum items, if required.
- Prepare conformed documents, if required.

Construction Phase: \$15,000.00

- Respond to Contractor RFIs.
- Submittal Review
- O&M Manual Review
- Construction Site Visits (up to 4)
- Final Inspection and start-up.
- Prepare record plans.

Fees for our services will be billed on a percent completion basis. All payments are kindly requested within 90 days from invoice date.

Please note that any changes made to the scope of the project, as noted in this proposal, or additional requirements to our current insurance coverage, may result in an increase in our fee.

Thank you for your consideration. If you agree with the terms of this proposal please sign in the allocated space below and return a copy to us. We appreciate this opportunity and look forward to working with you.

Respectfully,

Accepted by: _____

JRSA Engineering

For: K. Frieze & Associates



Elizabeth Segner-Zarate, P.E.
President

McGRAY & McGRAY LAND SURVEYORS, INC.

3301 HANCOCK DRIVE, SUITE 6
AUSTIN, TEXAS 78731
[512] 451-8591 FAX [512] 451-8791

TRANSMITTAL

TO:	Mr. Greg Blackburn, P.E. K. Friese + Associates 1120 S. Capital of Texas Hwy. CityView 2, Suite 100 Austin, TX 78746	DATE:	June 27, 2023
PHONE:	(512) 338-1704	FROM:	Patsy Trevino for Chris Conrad
EMAIL:	gblackburn@kfriese.com	RE:	Proposal for Surveying Services for the City of Leander Reagan Pump Station and Ground Storage Tank Project, Leander, Texas

WE ARE SENDING YOU X Attached Under separate cover the following items:

COPIES

DESCRIPTION

1 Proposal

☐ For Your Approval

☒ For Your Information

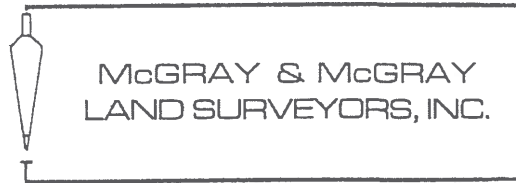
☐ As Requested

☐ For Review and Comment

REMARKS: Thanks,
 Chris
 TBPELS Survey Firm #10095500

SENT VIA: ☐ Delivery Service ☐ FedEx ☐ Mail ☐ Fax ☒ Email ☐ Other:

If you received this message incomplete or illegible, or if enclosures are not as noted, please notify us at once



June 27, 2023

Greg Blackburn, P.E.
K. Friese & Associates
1120 S. Capital of Texas Hwy
CityView 2, Suite 100
Austin, TX 78746
(512) 338-1704

VIA EMAIL
gblackburn@kfriese.com

RE: Proposal for Surveying Services for the City of Leander Reagan Pump Station and Ground Storage Tank Project, Leander, Texas

Dear Mr. Blackburn:

We appreciate the opportunity to present you with this proposal for the above referenced project. The following represents our understanding of the area to survey and scope of services. Our fee proposal follows.

Survey Limits:

- A topographic and boundary survey of a tract of land approximately 7.3-acres, as highlighted in "RED" on attached Exhibit "A".

Survey Control:

- Horizontal Control: The survey will be provided in Texas State Plane, NAD 83, grid coordinates with a note defining the grid to surface conversion factor.
- Vertical Control: Elevations will be obtained using NAVD 88 and at least two (2) benchmarks will be established onsite and descriptions will be provided on the drawing.

Scope of Services:

Design Surveying Services:

1. Cross sections shall be taken at 50-foot intervals along with break lines as required, to provide a digital topographic design file at 1-foot interval contours.
2. Locate and identify all above ground features within the survey limits including buildings, fences, sidewalks, driveways, handicap ramps, guardrails, signs, visible utilities including: manholes, water meters, water valves with top of nut elevations, telecom boxes, utility poles and mailboxes.

3. Locate and identify types of existing pavement surfaces for streets, alleys, sidewalks and driveways.
4. Invert elevations and size/type of utility and drainage pipes and culverts shall be identified for all manholes and culverts.
5. Trees 8-inches and larger in diameter shall be measured, identified and tagged with a point number.

Boundary Surveying Services:

1. Locate all property boundary corners and provide existing boundary lines of the subject tract, in AutoCAD format only.

Deliverables:

- A. Survey shall be provided in AutoCAD (.dwg) format.
- B. The units of the drawing file shall be U.S. survey feet.

Fees:

Design & Tree Surveying Services (Non-Taxable):

2 Man Crew:	60 hrs @	\$165.00 /hr.= \$	9,900.00
Field Coordinator:	6 hrs @	\$98.00 /hr.= \$	588.00
Sr. Tech:	30 hrs @	\$98.00 /hr.= \$	2,940.00
Survey Tech:	60 hrs @	\$92.00 /hr.= \$	5,520.00
RPLS:	4 hrs @	\$145.00 /hr.= \$	580.00
Project Manager:	2 hrs @	\$165.00 /hr.= \$	330.00
TOTAL = \$			19,858.00

Boundary Surveying Services (Taxable*):

2 Man Crew:	10 hrs @	\$165.00 /hr.= \$	1,650.00
Field Coordinator:	1 hrs @	\$98.00 /hr.= \$	98.00
Sr. Tech:	2 hrs @	\$98.00 /hr.= \$	196.00
Survey Tech:	5 hrs @	\$92.00 /hr.= \$	460.00
RPLS:	10 hrs @	\$145.00 /hr.= \$	1,450.00
Project Manager:	2 hrs @	\$165.00 /hr.= \$	330.00
TOTAL = \$			4,184.00

Summary:

Design Surveying Services Total: \$	19,858.00
Boundary Surveying Services Total: \$	4,184.00
LUMP SUM TOTAL: \$	24,042.00

*Since this project includes taxable services, we will need to receive a Texas Sales and Use Tax Resale Certificate for those services prior to starting the project. If one is not available, sales tax will be charged.

Optional Grand Total (with 8.25% sales tax)*

Sales Tax on Boundary Surveying \$	345.18
LUMP SUM GRAND TOTAL \$	24,387.18

ADDITIONAL SERVICES UPON REQUEST

Design Surveying Services - Area Highlighted in "GREEN" on Exhibit "A":

1. Cross sections shall be taken at 50-foot intervals along with break lines as required, to provide a digital topographic design file at 1-foot interval contours.
2. Locate and identify all above ground features within the survey limits including buildings, fences, sidewalks, driveways, handicap ramps, guardrails, signs, visible utilities including: manholes, water meters, water valves with top of nut elevations, telecom boxes, utility poles and mailboxes.
3. Locate and identify types of existing pavement surfaces for streets, alleys, sidewalks and driveways.
4. Invert elevations and size/type of utility and drainage pipes and culverts shall be identified for all manholes and culverts.
5. Trees 8-inches and larger in diameter shall be measured, identified and tagged with a point number.

Fees:

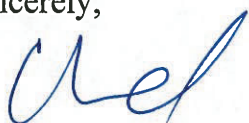
Design Surveying Services (Non-Taxable):

2 Man Crew:	36 hrs @	\$165.00 /hr.= \$	5,940.00
Field Coordinator:	3 hrs @	\$98.00 /hr.= \$	294.00
Sr. Tech:	18 hrs @	\$98.00 /hr.= \$	1,764.00
Survey Tech:	36 hrs @	\$92.00 /hr.= \$	3,312.00
RPLS:	4 hrs @	\$145.00 /hr.= \$	580.00
Project Manager:	2 hrs @	\$165.00 /hr.= \$	330.00
TOTAL = \$			12,220.00

Once we receive notice to proceed, we will visit with you to establish a schedule for this project.

Thank you for including us on this project. If you think we have omitted any service you require or misinterpreted your request, please let me or Joe Webber know.

Sincerely,



Chris I. Conrad, RPLS
Vice President
TBPELS Survey Firm #10095500

Authorized to Proceed by:

Signature

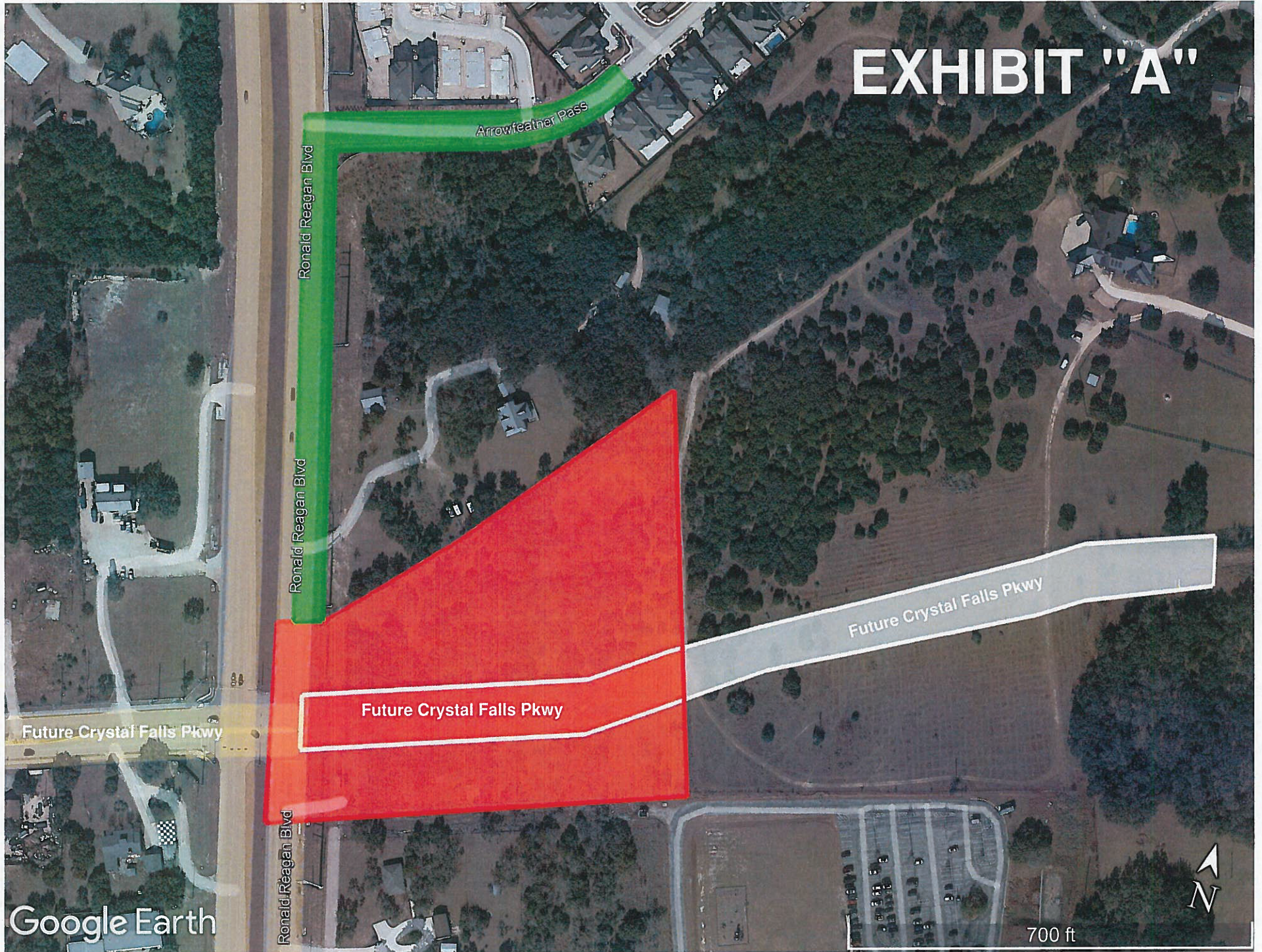
Date

Print Name

Title

CIC:JDW:pft
Encl.

EXHIBIT "A"



[Delivery by Email: gblackburn@kfriese.com]

Proposal No. PAA23-141-00
June 27, 2023

Mr. Greg Blackburn, P.E.
Associate
K Friese + Associates
1120 S. Capital of Texas Highway, City View 2, Suite 100
Austin, Texas 78746

8100 Cameron Road, Suite B-150
Austin, TX 78754

P 512.339.1745
F 512.339.6174
TBPE Firm F-3257

WWW.RKCI.COM

**RE: Proposal for Geotechnical Engineering Study
City of Leander Reagan Pump Station and Ground Storage Tank
Near the Intersection of Ronald Reagan Blvd and Crystal Falls Pkwy
Leander, Texas**

Dear Mr. Blackburn:

RABA KISTNER Consultants, Inc. (RKCI) is pleased to submit this proposal for Geotechnical Engineering Services for the above referenced project. The broad objectives of our study will be to explore soil conditions at the site and to develop foundation design recommendations and construction considerations for support of the structures associated with the project in Leander, Texas. Described in this proposal are:

- our understanding of pertinent project characteristics;
- our proposed scope for field and laboratory study;
- our proposed scope for engineering evaluation and reporting;
- our tentative project schedule; and
- our lump sum study cost.

Project Description

Under consideration in this study is a new pump station and ground storage tank to be located east of the intersection Ronald Reagan Boulevard and Crystal Falls Parkway in Leander, Texas. Other improvements to the site will include a service drive, a generator building and other ancillary structures. We assume that shallow foundation systems are the preferred foundation type to support the structures at the site.

Field Study

Based on the site plan and information provided by K Friese, RKCI will conduct the following drilling scheme in order to explore the subsurface conditions at the site. The site appears to be moderately wooded and as a result, we have included 1.5 days of tree/brush clearing to access the boring locations with a truck-mounted drilling rig.

Proposed Structure	Number of Borings	Depth, ft	Total Depth, ft
Ground Storage Tank	4	30	120
Pump Station	2	30	60
Ancillary Structures/ Detention Pond	2	15	30
Access Drive	2	5	10
Total Drilling Footage			220



Proposal No. PAA23-141-00

June 27, 2023

Borings will be located in the field utilizing tape and right angle measurements from existing benchmarks or using a recreational grade Global Positioning System (GPS) device. Our scope of service does not include surveying in the boring location.

The borings will be advanced to their targeted completion depths below the existing ground surface utilizing a truck mounted drilling rig. Samples will be taken using conventional Shelby-tube, split-spoon, and NX rock core sampling techniques. Representative portions of the samples will be sealed, identified, packaged, and transported to our laboratory for subsequent testing and classification. The borings will be backfilled utilizing auger cuttings and/or bentonite generated during drilling activities.

Water level readings will be recorded for the open boreholes during drilling and upon drilling completion. If free water is encountered during drilling, the RKCI geologist will temporarily suspend drilling operations and obtain water level measurements in the open borehole at 5-minute intervals over a 15-minute time interval. Water level measurements will also be recorded at completion of drilling prior to backfilling the boreholes with the auger cuttings and spoils generated during the drilling operations.

Samples collected will be retained in our laboratory for 30 days after submittal of the final geotechnical report.

Laboratory Testing

Upon completion of the subsurface exploration, a testing program will be designed to define the strength and classification characteristics of the subgrade soils. The laboratory testing program is anticipated to include moisture content tests, Atterberg Limits (plasticity) tests, unconfined compression tests, and grain size analyses. However, the actual type and number of laboratory tests will be based on the subsurface conditions encountered in the borings. The laboratory testing will be performed in general accordance with applicable ASTM standards.

Engineering Report

The results of the field and laboratory phases of the study will be reviewed by our staff of engineers and geologists. The results of our review, together with the supporting field and laboratory data, will be presented in a written, engineering report. The Geotechnical Engineering Report will include the following information and recommendations, if applicable:

- A boring location map and boring logs;
- A summary of the field and laboratory sampling and testing program,
- A summary of the laboratory test results;
- A review of general site conditions including descriptions of the site, the subsurface stratigraphy, groundwater conditions, and the presence and condition of fill materials, if encountered.
- A review of general site conditions, including:
 - description of site
 - local geology
 - seismic site class parameters;

Proposal No. PAA23-141-00

June 27, 2023

- type of subsurface stratigraphy the presence and condition of fill materials, if encountered
- depth to ground water, if applicable
- Design recommendations, including:
 - seismic site class parameters;
 - expansive, soil-related movements using an empirical method for predicting Potential Vertical Rise (PVR) developed by the Texas Department of Transportation;
 - methods for reducing expansive, soil-related movements;
 - methods for reducing differential movement;
 - settlement estimations, where applicable;
 - type of shallow foundation available to support the structures;
 - type of deep foundation available to support the structures;
 - available bearing pressure(s) for shallow and deep foundations;
 - allowable side shear resistance for drilled piers;
 - allowable uplift resistance for drilled piers;
 - lateral LPile design parameters; and
 - lateral earth pressures for below grade structures.
 - Flexible pavement section recommendations for the access drive.
- Construction considerations, including:
 - site drainage;
 - site preparation;
 - material specifications;
 - shallow and deep foundation excavations;
 - excavation considerations; and
 - fill placement compaction.

Our scope of work does not include a geologic fault study nor does it include conducting test pits at the site. Site grading plans can result in changes in the subgrade conditions and alter foundation design recommendations. Final site grading plans will be helpful information in the preparation of our foundation engineering recommendations.

The final report will be produced in a digital PDF and delivered via email.

Tentative Project Schedule

Based on our present workload and weather permitting, we anticipate that we could begin the field exploration phase of this study within 5 to 7 working days of receiving your written authorization, provided the site is accessible to our truck-mounted drill rig and the Client has supplied us with available information regarding existing utilities and below grade structures on site (if any). The field exploration and laboratory testing phase of the study is expected to take approximately 10 to 15 working days to complete. Engineering analyses and preparation of the engineering report is expected to take an additional two to three weeks to complete. We will be pleased to provide the design team with verbal design information as the data becomes available, once drilling has been completed.

Proposal No. PAA23-141-00

June 27, 2023

Project Cost

The total lump sum cost for the study scope outlined herein is **\$26,060**.

Should unusual soil conditions be encountered in the field that indicates the desirability of significantly broadening the scope of the study, we will contact you to receive authorization before proceeding with any additional work. Additional services will be billed on a unit basis in accordance with our standard fees as indicated on the attached Schedule of Fees for Professional Services.

If available, we request that the Client provide RKCI with a recent plat of the project site, a drawing illustrating existing and proposed construction locations, and preliminary site grading plans prior to the start of our field exploration services. Also, it is our understanding that the Client will provide access to all boring locations for a conventional, truck-mounted drilling rig and that the Client will provide underground utility clearance. RKCI will assist in locating underground utilities, provided the Client submits documentation of existing utility locations. RKCI will take all precautions to prevent damage to property; however, RKCI cannot be responsible for tire rutting, or damage of landscaping.

It should be noted that our study scope and project cost does not include professional time and travel expenses for participation in design team meetings. Furthermore, our estimate does not include professional time for plan review to determine whether the drawings comply with the intent of the geotechnical recommendations.

Acceptance

We appreciate the opportunity of submitting this contract and look forward to working with you in the development of this project, which will be carried out in accordance with this letter and the following attachments:

<u>Attachment</u>	<u>Description</u>
I	Standard Terms and Conditions
II	Schedule of Fees

Please return one signed copy of this letter proposal to provide written authorization for our firm to complete work on the services outlined herein. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

Proposal No. PAA23-141-00
June 27, 2023

RKCI considers the data and information contained in this proposal to be proprietary. This statement of qualifications and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part for any purpose other than to evaluate this proposal.

Very truly yours,

RABA KISTNER CONSULTANTS, INC.

Accepted

By:



Reed S. Kistler, P.E.
Geotechnical Group Manager

Signature



Yvonne Garcia Thomas, P.E.
Vice President

Typed or Printed Name

RSK/YGT: jm
Attachments: I & II
Copies Submitted: Above (1)

Title

Date



SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

<u>PERSONNEL:</u>	Principal.....	\$135 to \$250/hour
	Professional.....	\$70 to \$200/hour
	Auto Cad Operator.....	\$65 to \$110/hour
	Technical/Clerical/Administrative	\$40 to \$80/hour

The specific hourly rate within each classification listed above depends on the experience, special training, and qualifications of the personnel needed for the project. For projects requiring work at any hazardous waste site, there will be a \$10 per hour surcharge added to the normal billing rate for all personnel. Consultants to Raba Kistner (RK) will be charged according to their professional classification.

EXPENSES: Use of company automobiles will be charged at \$1.00 per mile. Automobiles and light trucks assigned to field sites will be charged at \$70.00 per day, plus \$1.00 per mile over 50 miles per day. Copies will be charged at \$0.25 per page.

Other project specific charges for use of RK equipment or for RK testing will be in accordance with established fee schedules. All other project specific, third-party costs will be charged at cost plus 15 percent.

Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1-1/2 percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be PAYMENT added to the appropriate service rate charged. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

Preparation of non-standard invoice will be charged on a time and materials basis in accordance with the rates in this fee schedule.

CONDITIONS: Services will be performed in accordance with our Standard Terms and Conditions.

The proposal to which this schedule is an attachment is valid for 90 days from the date of the proposal.

Proposal No. PSF23-190-00
June 28, 2023



8100 Cameron Road, Suite B-150
Austin, TX 78754

Mr. Greg Blackburn, P.E.
Associate
K Friese + Associates
1120 S. Capital of Texas Highway, City View 2
Suite 100
Austin, Texas 78746

P 512.339.1745
F 512.339.6174
TBPE Firm F-3257
WWW.RKCI.COM

**RE: Environmental Services
City of Leander Reagan Pump Station and GST
Leander, Williamson County, Texas
30.571543°N, -97.801703°W**

Dear Mr. Blackburn:

Pursuant to your request, **Raba Kistner, Inc. (RKI)** is pleased to submit this proposal for environmental services in support of the City of Leander Reagan Pump Station and GST located in Leander, Texas. **RKI** understands the project would be constructed within an approximately seven acre city-owned parcel along Ronald Reagan Boulevard east of the intersection of East Crystal Falls Parkway. The project would include approximately 17.5 MGD pump station and 2.5 MG GST with plans to expand in the future. The project would also include an approximately 1,800 square foot building.

I. SCOPE OF WORK

Task 1 – Waters of the U.S. Delineation

RKI will conduct field investigations and prepare a Waters of the U.S. (WOUS) (including wetlands) determination and delineation report for the site in accordance with current federal delineation methodology including the 1987 United States Army Corps of Engineers (USACE) Wetland Delineation Manual and 2010 Regional Supplement for the Great Plains Region. A determination will be made regarding the presence of potential WOUS, as defined using prescribed USACE guidance, that may be subject to Clean Water Act Section 404 jurisdiction. Should any potential jurisdictional features be identified, **RKI** will identify and delineate the boundaries, including special aquatic sites (e.g., wetlands), and collect a minimum of two representative wetland sample data points. If no surface water features are identified, two Wetland Determination Data Forms will be completed to document negative findings.

RKI will prepare a delineation report for the site complete with appropriate field data forms to provide documentation of these conditions. The report will include:

- Brief description of the project, methods/sampling procedures, and results as required by the USACE;
- Boundaries of any WOUS identified in the field;
- Figure depicting the location of each wetland sample data point;
- Completed wetland data forms;
- Area (acres and/or linear feet) of potential jurisdictional waters of U.S. shown on an exhibit;
- Pertinent **published** data (e.g., historical United States Geological Survey (USGS) topographic maps, historical aerial photography, Federal Emergency Management Agency (FEMA) maps, National Wetland Inventory (NWI) Maps, and United States Department of Agriculture (USDA) soil surveys) to support the findings.

Based on the field investigations and discussions with client regarding design options, **RKI** will develop a permitting strategy memo for CLIENT to identify Clean Water Act Section 404 permitting compliance options (see limitations). Additionally, **RKI** will attend one field verification meeting with the USACE, if requested.

Task 2 – Protected Species Habitat Evaluation

This task includes an evaluation of habitat for rare, threatened, and endangered species and United States Fish & Wildlife Service (USFWS) designated critical habitat. **RKI** will research readily available environmental information from appropriate local, state, and federal agencies relative to the project area. This will include a review of desktop resources such as USGS topographic maps, aerial photography, Texas Parks and Wildlife Department (TPWD), Natural Diversity Database (TXNDD) Element of Occurrence Records (EOR), and TPWD Rare Resources by County lists. A USFWS designated critical habitat field visit will be conducted in support of the assessment. The vegetation of the project area will be characterized, as will the ecological setting in accordance with TPWD map publications, including *The Vegetation Types of Texas*. This field data will aid in determining the potential presence habitat suitable for state and federally listed species and critical habitat in the proposed project area.

RKI will prepare a report documenting the findings, to include all supporting information gathered, which will include:

- Executive Summary
 - Introduction (Project Purpose and Location)
- Topography and Setting
 - Topography and Drainage
 - Aerial Photography
 - Ecological Setting
 - Wetlands
- Field Investigation
- Texas Parks and Wildlife Annotated List of Rare Species
- Texas Natural Diversity Database
- U.S. Fish and Wildlife Service Information Planning and Conservation System data and Critical Habitat
- Migratory Bird Treaty Act Considerations
- References and Acronyms

Task 3 – Karst Feature Survey

As the SITE is located within Karst Zone 3 (i.e., areas having the potential to host habitat for federally-listed karst species) as indicated on official maps prepared by the USFW; therefore, additional assessment reporting requirements that pertain to federally listed karst species for Williamson County are applicable to this property. As part of this task, **RKI** will perform an initial reconnaissance survey in accordance with USFWS guidelines (i.e., USFWS, Section 10(a)(1)(A) Scientific Permit Requirements for Conducting Presence/Absence Surveys for Endangered Karst Invertebrates in Central Texas, revised April 2022). The visual survey will be performed under the supervision of a qualified geoscientist in accordance with the methodology described in the referenced USFWS publication. Upon completion of research and field survey activities, **RKI** will prepare a letter report discussing the presence or absence of karst features within the project corridor that could serve as habitat for federally-listed karst invertebrate species. The report will also include a map depicting location(s) of any significant karst features, if identified. In the event that significant karst features are determined to be

present, the report will additionally provide recommendations for next appropriate activities to evaluate the presence of respective species (e.g., intensive excavation, performance of presence/absence surveys, etc.) pursuant to USFWS protocols.

Task 4 – Phase I Environmental Site Assessment

The Phase I ESA will be conducted in accordance with the ASTM E 1527-21, *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process* to identify *recognized environmental conditions (RECs)* in connection with the Project Area. The standard is consistent and compliant with the EPAs All Appropriate Inquiry (AAI) Rule. In addition, a Vapor Encroachment Screening (VES) will be conducted in accordance with ASTM E2600-10.

The objective of the Phase I ESA is to evaluate historical and present uses of the Project Area for evidence of impacts by hazardous substances regulated under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and petroleum products to permit the project owner to satisfy one of the requirements to qualify for the "*innocent landowner defense, contiguous property owner, or bona fide prospective purchaser*" to CERCLA liability. The Phase I ESA will include walking site reconnaissance, conducting interviews with persons knowledgeable of the Project Area (as available), and review of reasonably ascertainable records, resource materials, and historic publications. Federal, state, and local regulatory database records will be evaluated for environmentally significant information regarding the Project Area and documented facilities or incidents in accordance with the ASTM standard. All findings will be documented in a Phase I ESA report to include recommendations, as warranted, for additional studies or hazardous material response actions.

Task 5 – Archaeological Investigations

In anticipation of the proposed undertaking, **RKI** proposes to conduct an intensive archaeological investigation comprised of a pedestrian survey augmented by shovel testing and mechanical trenching via backhoe, within the Project Area. Additionally, during the pedestrian survey, **RKI** Archaeologists will document any historic standing structure within the Project Area. **RKI** Archaeologists will utilize shovel testing to search for shallowly buried cultural deposits and trenching to search for deeply buried cultural deposits. If feasible, using only survey-level efforts and field methods, the staff will document and assess the State Antiquities Landmark (SAL) - and National Register of Historic Places (NRHP)-eligibility of cultural resources identified during the survey.

This proposal includes estimated costs for agency coordination with the Texas Historical Commission (THC) and the intensive archaeological investigation consisting of a pedestrian survey augmented by shovel testing and backhoe trenching. Specifically, this proposal includes the costs associated with the production of a scope of work (SOW) and permit application for a Texas Antiquities Committee (TAC) permit, conducting the pedestrian survey, the production of a technical report, and the preparation and costs of curation for field records and artifacts collected at a state-approved repository.

AGENCY CONSULTATION AND SCOPE OF WORK

Prior to field investigation, **RKI** will produce a SOW for review by the THC and a TAC Permit Application. The SOW will describe the proposed undertaking, the environmental setting of the Project Area, identify any previous investigations and cultural resources within 1-mile of the Project Area, and outline the methods to be employed during the investigations. If the SOW is accepted, the THC will issue a TAC permit. When the TAC permit number is received, **RKI** will begin planning for the field investigations.

INTENSIVE ARCHAEOLOGICAL INVESTIGATIONS

Once the TAC permit is received, **RKI** Archaeologists will perform an intensive archaeological investigation of the approximately 7-acre Project Area. During the pedestrian survey, the staff will conduct a visual inspection of the ground surface and erosional profiles for cultural materials. Shovel testing will be employed to identify shallowly buried cultural deposits. If any above-ground resources of historic-age are encountered during the course of investigations, **RKI** Archaeologists will thoroughly record the building/structure in relation to any archaeological deposits that might be present and associated with the resources; however, no Standing Structure Survey will be completed as a part of this SOW.

Shovel Testing

Shovel testing will be conducted by a team of two (2) archaeologists walking along a single transect within the Project Area. All shovel tests will be excavated within the boundaries of the Project Area. If a given shovel test is positive for cultural materials, additional shovel tests will be excavated to delineate the positive shovel test and determine the site boundaries. Shovel tests will measure approximately 33 to 36 centimeters (cm) (13 to 14 inches) in maximum diameter, and will be excavated in 20 cm (8 inch) levels up to a maximum depth of 0.80 m (2.62 feet) below surface, if possible. The matrix from each shovel test will be screened through ¼-inch mesh and the location of each excavation will be plotted using a hand-held, sub-meter accurate GPS receiver. A shovel test form will be filled out for each excavated unit. The form will contain information on the soils encountered, the artifacts recovered, disturbances noted and references to samples retained and photographs taken.

Mechanical Trenching

RKI archaeologists will monitor up to four (4) mechanical trench excavations within the Project Area. A backhoe will be utilized to excavated the trenches and the trenches will be excavated by a professional backhoe operator. All excavations will be performed in accordance with Occupational Safety and Health Administration (OSHA) guidelines (29 CFR Part 1926) and the Texas Trench Safety Act (H.B. 1569). Prior to excavations, the backhoe operator will perform a One-Call (Texas 811) to verify there are no existing utilities within the excavation area. The One-Call requires 48-hour notice prior to any excavations to assure that any exiting utilities are appropriately identified and marked.

Backhoe trenches will range from 4 to 5 m (13 to 16 feet) in length and will be at least 1 m (3 feet) wide to allow ease of access. The trenches will not exceed a maximum depth of 2.1 m (7 feet) below surface. As per the Council of Texas Archeologists (CTA) standards, **RKI** will screen a minimum of one 5-gallon bucket from every third excavator bucket load during excavations. If cultural materials are encountered within the trenches at a depth below 1.5 m (5 feet), the trenches will be properly benched to meet OSHA safety standards prior to entry. Additionally, if cultural materials are encountered within the trench, additional trenches may be excavated to delineate the positive trench and determine archaeological site boundaries.

RKI Archaeologists will monitor and photo-document all trench excavations. Back-dirt will be placed adjacent to the open trench and will be visually inspected for cultural materials. A thorough examination of trench profile also will be conducted during excavations to identify any cultural materials or features that may be exposed. Once trenching is complete, all exposed features and artifacts will be mapped, photographed, and sampled, if warranted. Furthermore, a representative segment of each trench wall also will be documented. A representative portion of the trench wall will be photographed with a scale. The profile of the Project Area as

shown through backhoe trenching will be documented through one or more soil profile drawings. All artifacts noted in the profiled wall will be shown on the profile drawing. All archaeological work will comply with THC and CTA standards, unless documented field conditions warrant otherwise.

Artifact Collection Policy

RKI will apply a limited artifact collection policy during this study, meaning that only temporally diagnostic artifacts will be collected during the pedestrian survey. Furthermore, depending on the temporal affiliation of any identified features, collection and documentation may also include a sample of the feature content. Diagnostic materials and feature samples can aid in assessing the ages of the deposits and features and will have to be curated at a state-accredited curation facility. By collecting only temporally diagnostic artifacts, **RKI** will limit permit-mandated curation costs. All work will comply with the THC's Rules of Practice and Procedure, Chapter 26, Section 27, and the CTA Guidelines for Cultural Resources Management Reports.

REPORTING AND CURATION

Following the completion of the field investigations, **RKI** staff will produce a technical draft report of findings. The draft will be produced in accordance with the Rules of Practice and Procedure of the THC, as outlined in Chapter 26, Section 27, and the CTA Guidelines for Cultural Resources Management Reports. It will describe the cultural setting of the Project Area, investigative methodology, and the study's findings. The draft report will also include recommendations for either further work or no further work, with appropriate justifications based on the requirements of 13 TAC 26.5(35), 13 TAC 26.20(1), and 13 TAC 26.20(2). The report will then be submitted to the CLIENT for review. Upon approval by the CLIENT, **RKI** will submit copies of the draft report to the THC for their minimum 30-day review. Following the completion of the review, **RKI** will make revisions, if any, and prepare the final report under the ACT Permit.

Any diagnostic artifacts collected during field investigations will be submitted for final curation to the Center for Archaeological Research at the University of Texas at San Antonio for curation. All project-related documentation produced during the investigations will be curated in accordance with THC requirements for State Held-in-Trust collections, and federal regulation 36 CFR Part 79.

II. ITEMS TO BE PROVIDED BY CLIENT

- Property Access (i.e. right-of-entry)
- Project footprint file (CAD, kml, shapefile, or .pdf)

III. LIMITATIONS AND ASSUMPTIONS

- Additional Studies:
 - Any studies, field visits, or other activities that may be requested by CLIENT or other parties and are not specifically referenced in this proposal are excluded from this scope of work. These may include, but are not limited to, preparation of an environmental assessment, public involvement, stream or wetland mitigation, or others. Unless noted otherwise, no state or local permits will be obtained (i.e. Floodplain, etc.).

- Archaeological Investigations:

- *Consultation:* The above scope of work is based on the information provided by the CLIENT at the time of this proposal. However, the reviewing agency may require additional archaeological investigations that exceed the outlined scope of work. Additional investigations are not included in the cost estimate. Any additional costs resulting from a change in the scope of work will require a change order.
- *Agency Coordination:* Based on the information provided by the CLIENT, the proposed project does not require compliance with other cultural resources regulations, such as Section 106 of the National Historic Preservation Act. Should compliance with additional cultural resources regulations be required, a new proposal and fee will be submitted.
- *Additional Site Testing/Data Recovery:* **RKI** assumes no additional site testing/data recovery will be required for the proposed project. If during the investigations deposits are discovered, and the reviewing agencies requests additional investigation to determine their significance, the costs associated with such investigations will be addressed in a subsequent change order.
- *Documentation of Cultural Resources:* **RKI** assumes the documentation of a maximum of one (1) new archaeological site for the project based on its cultural and environmental setting. Should additional archaeological sites or cultural resources (including above ground structures) be encountered, the costs associated with documenting those resources will be addressed in a subsequent change order.
- *Unmarked Burials:* In the event that human remains are encountered in any subsurface context, work will halt immediately, precautions will be taken, and a new proposal and fee will be submitted to ensure compliance with the amended Texas Health and Safety Code for unmarked burials.
- *Special Analysis or Geoarcheological Investigations:* No special analyses or geoarcheological investigations will be conducted as part of this scope. If these are requested by the agency, the cost associated with such investigations will be addressed in a subsequent change order.
- *Reconstruction of Existing Surface/Subsurface Conditions:* This scope of work does not include costs or efforts associated with the reconstruction of the existing surface/subsurface conditions to be impacted by mechanical trenching investigations. Any efforts required to repair or replace the existing surface/subsurface back to its original condition is the responsibility of the CLIENT.
- *Safety Training:* This proposal does not include project-related or site specific training or expenses. The costs associated with training in any safety protocols or requirements outside the **RKI** standard safety protocols will require a subsequent change order.

IV. COST AND DURATION

We will provide the above scope of services on a Lump Sum basis according to the table below.

Standard Services	
Task 1 Waters of the U.S. Delineation	\$6,590.00
Task 2 Protected Species Habitat Evaluation	\$5,756.00
Task 3 Karst Feature Survey	\$4,595.00
Task 4 Phase I Environmental Site Assessment	\$3,906.00
Task 5 Archaeological Investigations	\$21,716.00
Expenses	\$1,368.00
Total Standard Services	\$43,931.00

We are prepared to initiate this project immediately, and anticipate that Tasks 1 through 4 can be completed within 30 business days after we receive written authorization to proceed and all items to be provided by the client. We are prepared to begin Task 5 within five business days upon receipt of notice to proceed. The Intensive Archaeological Investigations will be completed within an estimated three (3) days of receipt of Antiquities Permit from the THC. A technical report of investigations will be completed within 30 business days from the completion of field investigations. Please note that agency review requires a 30-day review period.

V. ACCEPTANCE

We appreciate the opportunity of submitting this proposal and look forward to working with you in the development of this project. This proposal and the attachments listed below constitute the contract between us. Please sign below as your acceptance of this contract and to authorize **RKI** to proceed with this project.

<u>Attachment</u>	<u>Description</u>
I	Standard Terms and Conditions
II	Schedule of Fees for Professional Services

Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037. All parties hereby agree that this contract upon acceptance will be performable in Bexar County, Texas.

RKI considers the data and information contained in this proposal to be proprietary. This statement of qualifications and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part for any purpose other than to evaluate this proposal.

Very truly yours,

RABA KISTNER, INC.



Brittney Davis, AICP, ENV SP
Director, Environmental Planning & Permitting

Accepted By _____
(Signature)

(Typed or Printed Name)

BD/srw

(Title)

Attachments:

- I – Standard Terms and Conditions
- II – Schedule of Fess for Professional Services

Date _____

Copies Submitted: Above (1 Electronic PDF Copy)



SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

<u>PERSONNEL:</u>	Principal.....	\$135 to \$250/hour
	Professional.....	\$70 to \$200/hour
	Auto Cad Operator.....	\$65 to \$110/hour
	Technical/Clerical/Administrative	\$40 to \$80/hour

The specific hourly rate within each classification listed above depends on the experience, special training, and qualifications of the personnel needed for the project. For projects requiring work at any hazardous waste site, there will be a \$10 per hour surcharge added to the normal billing rate for all personnel. Consultants to Raba Kistner (RK) will be charged according to their professional classification.

EXPENSES: Use of company automobiles will be charged at \$1.00 per mile. Automobiles and light trucks assigned to field sites will be charged at \$70.00 per day, plus \$1.00 per mile over 50 miles per day. Copies will be charged at \$0.25 per page.

Other project specific charges for use of RK equipment or for RK testing will be in accordance with established fee schedules. All other project specific, third-party costs will be charged at cost plus 15 percent.

Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1-1/2 percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be PAYMENT added to the appropriate service rate charged. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

Preparation of non-standard invoice will be charged on a time and materials basis in accordance with the rates in this fee schedule.

CONDITIONS: Services will be performed in accordance with our Standard Terms and Conditions.

The proposal to which this schedule is an attachment is valid for 90 days from the date of the proposal.



June 28, 2023

Greg Blackburn, PE
K Friese & Associates
1120 S. Capital of Texas Highway,
CityView 2, Suite 100
Austin, Texas 78746
gblackburn@kfriese.com
512.338.1704

**RE: Subsurface Utility Engineering
City of Leander Reagan Pump Station and GST
Leander, Texas**

Dear Greg:

The Rios Group, Inc. (TRG) is pleased to submit a cost proposal for Subsurface Utility Engineering (SUE) for the above referenced project. This proposal is based on information provided via email on June 21, 2023.

Introduction

TRG will perform SUE services for this project in general accordance with the recommended practices and procedures described in ASCE publication ASCE/UESI/CI 38-22 “Standard Guideline for Investigating and Documenting Existing Utilities”. SUE Quality Level definitions and data limitations are included in Exhibit C, attached to this proposal.

Scope of Work

Based on information provided by K Friese and Associates (Client), TRG has developed a proposed scope for SUE services on this project. This scope may be modified, with Client and TRG concurrence, during the performance of work if warranted by changing or unexpected field conditions.

The scope of this proposal includes QLA SUE. This proposal includes up to ten (10) QLA SUE test holes within the limits of the Reagan Pump Station and Ground Storage Tank project in Leander, TX. It is assumed that the Client will provide proposed test hole locations prior to TRG mobilizing to the site, and that the test holes will be located within the red shaded area shown on Exhibit B, attached to this proposal. To lay out the test holes, TRG will attempt to designate the target utility 10-feet on either side of the proposed test holes. No other utility investigation or designation work is included in this scope of work. TRG has made the following assumptions related to test hole excavations on this project:

- Any necessary Right-Of-Entry (ROE) permits and access to the site will be provided by the Client prior to the start of field work.
- Test holes will be excavated using vacuum excavation equipment.
- All test holes will be accessible to truck/trailer-mounted vacuum excavation equipment. Any improvements required to access test hole locations (clearing, grading, mat installation, etc.) will be provided by others at no cost to TRG.
- Right-Of-Way (ROW) permits from the City of Leander will be required. TRG will obtain all required City permits and ensure that coordination and compliance with the City is provided.
- Designed traffic control plans will not be required.
- Traffic control measures will be required. TRG will acquire the services of a qualified Maintenance-Of-Traffic (MOT) Subcontractor, and ensure that adequate traffic control is provided.
- Pavement coring/repair will be required at up to two (2) locations. TRG can core pavement up to a depth of 12 inches. Asphalt surfaces will be repaired with an asphalt cold patch, and concrete cores will be epoxied in place, flush with the surrounding surface.
- The following items are specifically excluded from this scope of work: flowable fill for backfill of test holes, full-section pavement repair (including sidewalks)
- Due to the risk of damage, TRG will not attempt to probe or excavate test holes on AC water lines unless approval is obtained from the owner in advance.
- Excavation in rock, or to a depth greater than 18 feet, is considered beyond the scope of this proposal.

The survey of SUE field markings and test hole locations is also included in this scope of work. Client will provide the necessary survey control information in close proximity to the work area.

Deliverables

TRG will provide the following as a final deliverable to the Client:

- A utility file in CAD format depicting all SUE data documented on the project. The Client will provide TRG with any necessary background files for use in completing the final deliverables.
- A summary sheet of all test hole coordinate data and depth information.
- 8.5" x 11" Test Hole Data Forms for all test hole locations completed. These forms will be signed and sealed by a Professional Engineer and delivered to the Client in electronic PDF form.
- A Utility Report containing metadata (e.g. scope of work, work limits, dates of performance, survey control, etc.), information about the Utility Investigation not otherwise conveyed in other project deliverables, and recommendations to address data deficiencies.

Schedule

TRG can mobilize within three (3) weeks of receiving Notice-To-Proceed (NTP). TRG will apply for the required ROW permits immediately following receipt of NTP. TRG estimates that the

QLA SUE work can be completed in twenty-five (25) working days following approval of the City ROW permit, broken down as follows:

- Layout test holes and QLA field work – 5 days
- QLA survey and preparation of data – 5 days
- QLA deliverable preparation – 15 days

Estimated Fee

The total estimated cost to complete the work described herein is **Twenty-Six Thousand Seven Hundred Ten Dollars and 90/100 (\$26,710.90)**. An itemized breakdown of cost is provided in Exhibit A. Please note that these pricings are based on estimated quantities, and that only actual quantities will be invoiced – up to the total Contract amount.

We look forward to working with you on this project. If there are any questions, please do not hesitate to call at 512.580.5440.

Respectfully,

The Rios Group, Inc.



Albert Bedia, EIT
Assistant Project Manager

Estimate for Subsurface Utility Engineering
City of Leander
Reagan Pump Station and GST

EXHIBIT A

Hourly Office Labor	<i>Rate</i>	<i>Assumed Quantity</i>	<i>Unit of Measure</i>	<i>Sub-Total</i>
Supervisory Engineer	\$ 190.86	2	HR	\$ 381.72
SUE Project Manager	\$ 169.71	6	HR	\$ 1,018.26
Professional Engineer	\$ 165.19		HR	\$ -
Assistant Project Manager	\$ 118.30	10	HR	\$ 1,183.00
Engineer in Training	\$ 110.49		HR	\$ -
CADD Technician	\$ 74.84	12	HR	\$ 898.08
Engineering Technician	\$ 74.67	4	HR	\$ 298.68
Field Manager	\$ 127.23	6	HR	\$ 763.38
Administrative Specialist	\$ 81.39	2	HR	\$ 162.78
Sub-Total				\$ 4,705.90
Direct Expenses	<i>Rate</i>	<i>Assumed Quantity</i>	<i>Unit of Measure</i>	<i>Sub-Total</i>
ROW Permit	\$ 500.00	1	EA	\$ 500.00
Traffic Control (Standard)	\$ 1,300.00	1	DAY	\$ 1,300.00
Survey (RPLS)	\$ 2,500.00	1	DAY	\$ 2,500.00
Sub-Total				\$ 4,300.00
QL"B" SUE Designating	<i>Rate</i>	<i>Assumed Quantity</i>	<i>Unit of Measure</i>	<i>Sub-Total</i>
Test Hole Layout	\$ 160.00	10	HR	\$ 1,600.00
Sub-Total				\$ 1,600.00
QL"A" SUE Test Holes	<i>Outside Pavement Rate</i>	<i>Assumed Quantity</i>	<i>Unit Of Measure</i>	<i>Sub-Total</i>
0 - 5 feet	\$ 1,315.00	5	EA	\$ 6,575.00
5 - 8 feet	\$ 1,600.00	3	EA	\$ 4,800.00
8 - 13 feet	\$ 1,995.00	2	EA	\$ 3,990.00
13 - 20 feet	\$ 2,575.00	0	EA	\$ -
Over 20 feet	\$ 3,025.00	0	EA	\$ -
Pavement Coring	\$ 370.00	2	EA	\$ 740.00
Test Hole Total		10		
Sub-Total				\$ 16,105.00
Total Estimated Cost				\$ 26,710.90

Exhibit B
Limits of SUE Investigations

Legend

 Limits of SUE Investigations

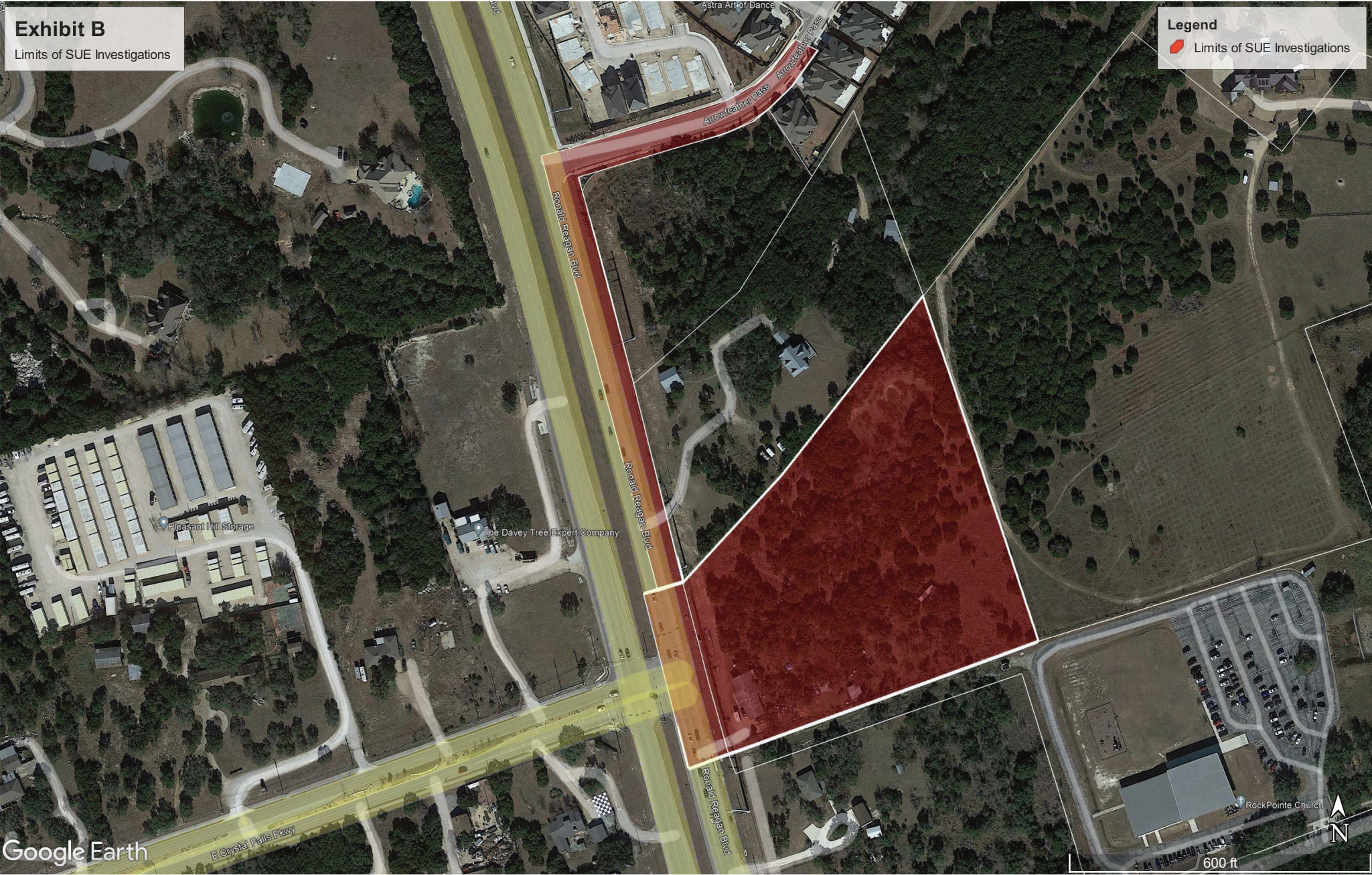


EXHIBIT C

DEFINITIONS & DATA LIMITATIONS

Subsurface Utility Engineering (SUE) Quality Level Definitions

The Rios Group (TRG) performs SUE services in general accordance with the recommended practices and procedures described in ASCE publication ASCE/UESI/CI 38-22 “Standard Guideline for Investigating and Documenting Existing Utilities”. The core aspect of this standard is affixing a professionally judged value (a Utility Quality Level) to buried and hidden Utility Segments and Utility Features that identify the reliability and nonquantifiable locational uncertainty of documented Utility infrastructure data. The four quality levels, as defined in the standard, are:

- **Utility Quality Level D (QLD)** – A value assigned to a Utility Segment or Utility Feature not visible at the ground surface whose estimated position is judged through Utility records, information from others, or from visual clues such as pavement cuts, obvious trenches, or existence of service.

A QLD data attribute is assigned to a Utility Segment or Utility Feature after review and compilation of existing records, oral recollections, One-Call or “private-locate” markings, managed data repositories, context with other achieved Utility Quality Levels, and/or other evidence of existence. QLD data is more uncertain than QLC, QLB, and QLA. QLD data is less uncertain than utilities documented without any Utility Quality Level barring a Professional’s statement of fact to the contrary.

- **Utility Quality Level C (QLC)** – A value assigned to a Utility Segment not visible at the ground surface whose estimated position is judged through correlating Utility records or similar evidence to Utility Features, visible aboveground and/or underground. The Utility Anchor Point on the Utility Features shall be tied to the Project Survey Datum with an accuracy of 0.2 ft (60 mm) horizontal.

A QLC value judgement is assigned to a Utility Segment by using visible Utility Features to approximate the position of a Utility Segment between or in proximity to the visible Utility Features and in context with other achieved Utility Quality Levels. QLC only pertains to the underground Utility Segment(s), not the Utility Feature(s). QLC data is more certain than QLD and is more uncertain than QLB and QLA

- **Utility Quality Level B (QLB)** – A value assigned to a Utility Segment or Subsurface Utility Feature whose existence and horizontal position is based on Geophysical Methods combined with professional judgement and whose location is tied to the Project Survey Datum.

A QLB value is assigned to a Utility Segment when the following conditions are met: (1) the Utility Segment was detected through the application of appropriate Geophysical Methods; (2) the geophysical signal was judged to be reliable. (3) the interpreted position was judged based on knowledge and use of geophysical science, Utility design and installation practices, available records, visual features, and influence of site conditions; and (4) the source Designation has been tied to the Project Survey Datum with an accuracy of 0.2 ft (60mm) horizontally. QLB is more uncertain than QLA and more certain than QLC or QLD.

- **Utility Quality Level A (QLA)** – A value assigned to that portion (x-, y-, and z-geometry) of a Utility Segment or subsurface Utility Feature that is directly exposed and measured and whose location and dimensions are tied to the Project Survey Datum. The Utility Segment or subsurface Utility Feature shall be tied to Project Survey Datum with an accuracy of 0.1 ft (30 mm) vertical and to 0.2 ft (60 mm) horizontal for measurements of the outside limits of the Utility Feature or Utility Segment that is exposed.

Other measurable, observable, and judged Utility Attributes are also recorded. If obtained by means of a Test Hole observation, a verification effort is made, and professional judgement is used to assert that the exposed infrastructure is indeed the sought target. The assignment of QLA conveys the lowest level of relative (nonquantifiable) uncertainty of measurable and judged Attributes and locations. QLA is more certain than QLB, QLC, or QLD.

Acronyms and Special Definitions

3D	three-dimensional
CAD	Computer-Aided Design
EOI	End of Information
GIS	geographic information system
GPR	ground penetrating radar
ROE	Right of Entry
ROW	Right of Way
SAF	Surface Adjustment Factor

Anchor Point: A defined point on a Utility Feature or a Utility Segment. (ASCE 38-22)

Attribute: A defined characteristic of a Utility Feature, Utility Segment, or of a singular point on a Utility Feature or Utility Segment. (ASCE 38-22)

Deliverable: The sealed results from a Subsurface Utility Engineering investigation that typically includes a Utility Report, Utility Drawings, and other relevant Utility data for inclusion in digital or paper formats, and/or within databases and/or three-dimensional models. (ASCE 38-22)

Designating: The application and interpretation of shallow earth Geophysical Methods to infer (with or without surface markings) the existence and the approximate horizontal position and,

when possible and part of the Scope of Work, Depth of a subsurface Utility Segment and/or Utility Feature. (ASCE 38-22)

Electronic Depth (ED): Depth obtained by electromagnetic receiver that has a varying level of accuracy based on many factors including soil conditions, connection type, overhead interference, etc. ED reports to the center of the induced magnetic field.

Encasement: A structure that encloses and protects utility facilities and surrounding infrastructure, environment, and the public. E.G. Concrete cap, casing pipe, tile, ducts, tunnel.

Geophysical Method: Application of an established shallow-earth Geophysical Method (such as seismic, acoustic, gravitational, magnetic, electrical, and electromagnetic) to observe the physical response of the subsurface Utility infrastructure and cultural features, as well as anomalies within those responses. (ASCE 38-22)

Locating: The process of exposing and verifying a Utility for purposes of determining its function, type, position, outside dimensions, and other observable Attributes at its exposed points. (ASCE 38-22)

Low Wire Sag: Lowest elevation on the lowest wire at a crossing overhead utility.

Overhead attachment point: Elevation where overhead line is attached to above ground structure such as a pole.

Subsurface Utility Engineering (SUE): The specialty practice of civil engineering's Utility Engineering branch that includes the investigation, analysis, judgment, and documentation of existing Utility networks. (ASCE 38-22)

Test Hole: A small, limited excavation, made to determine, measure, and record data about a buried Utility Segment or Utility Feature. (ASCE 38-22)

Utility: A privately, publicly, or cooperatively owned pipeline, cable(s), and/or conduits, facility, or system for producing, transmitting, or distributing communications, traffic control cables and structures, cable television, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, stormwater, or any other similar commodity, including any fire or police signal system or street lighting system. The term Utility shall also mean the Utility owner/operator inclusive of any wholly owned or controlled subsidiary. (ASCE 38-22)

Utility Feature: A physical component of a Utility. Examples include valves, hydrants, reducers, switches, thrust blocks, vaults, and transformers. (ASCE 38-22)

Utility Investigation: Any or all of a variety of office and field activities undertaken to understand and document the existence of, location, and Attributes of existing Utility facilities within the project limits. (ASCE 38-22)

Utility Quality Level: The value, assigned by the Professional, of a Utility Segment or subsurface Utility Feature that identifies the relative (nonquantifiable) uncertainty of a Utility Segment's or subsurface Utility Feature's existence and actual location to that of its documented location. (ASCE 38-22)

Utility Report: A report or sufficient notes contained within a Utility Drawing, sealed by a Professional, that (1) contains information about the Utility Investigation that might otherwise not be conveyed, (2) assists the end user in understanding the subsurface Utility landscape and risks, (3) provides recommendations to address data deficiencies, and (4) complements the Utility Drawing Deliverables. (ASCE 38-22)

Utility Segment: A continuous portion of a Utility for which the Utility Quality Level is constant, and the Attributes, other than Depth, are substantially identical. (ASCE 38-22)

Vault: A concrete box underground that is used for utility purpose.

General Data Limitations

SUE services are performed in accordance with ASCE/UESI/CI 38-22 guideline, generally accepted engineering principles and practices at the time of service. However, a possibility exists that abandoned, forgotten, non-detectable, undocumented, or newly installed utilities may not get mapped using standard records research and surface geophysical survey procedures. While the ASCE 38-22 standard guidelines mitigate these issues, utilities possessing characteristics mentioned below can be missed while following standard Utility Designating and Locating procedures:

1. Utilities lacking apparent available records and without apparent surface features.
2. Utilities with record information which is illegible, misleading, or incomplete.
3. Utilities which are inaccurately reported or inaccurately represented by the utility owner as being a significant distance from the true position.
4. Abandoned utilities without apparent surface features.
5. Utilities buried excessively deep, beyond detection limits of standard utility designating equipment.
6. Non-conductive utilities buried in clay soil without apparent surface features.
7. Non-conductive lines buried away from the tracer wire (e.g., HDPE Gas)
8. Facilities installed after the SUE effort has been completed.

A common problem occurs when the project involves facility owners and operators with insufficient records and non-conductive buried facilities (a situation often encountered with public works installations), infrastructure for oil and natural gas wells installed prior to 1960, and irrigation systems that utilize non-conductive water mains. Facilities mapped under these circumstances are often depicted as QLD during the utility designating field effort to keep operations and budgets at a practical level. As the design project progresses, some depicted facilities may have to be upgraded to a higher quality level through more advanced geophysical prospecting and utility locating methods to properly identify and assess utility conflicts for design and construction.

Designers, utility coordinators, and contractors must realize the CI/ASCE 38-22 utility mapping effort is an iterative acquisition and interpretation process. Unless subsequent endeavors are made to upgrade designated quality levels, facilities depicted at lower quality levels, such as QLD, may be completely in error. In addition, depicted facilities and corresponding data are pertinent at the time in which field investigation operations are completed and are subject to change.

Final utility plans and data are for design purposes only and reflect utility conditions at the time surveyed. The SUE consultant cannot be held responsible for utility scenario changing after completion of field operations.

Users of this data set must understand and adhere to the limitations associated with the designated quality levels assigned to the depicted facilities. QLC and QLD depictions are based on interpolations, extrapolations, and available record data; this data can be erroneous and should not be used alone for design development and bidding purposes. Additional utility designating and locating field efforts to upgrade data to QLB and QLA are strongly recommended for areas where accurate final design and construction planning and bidding is required.

It is strongly recommended that users of this data, especially project engineers-of-record, become familiar with the ASCE 38-22 standard guidelines and the corresponding data limitations inferred by the designated quality levels prior to employing the data set for design purposes. In addition, a utility report should always accompany the existing utility CADD file to ensure proper interpretation and usage of the data set. Any questions regarding the SUE data or utility report should be directed to the SUE professional engineer-of-record.

June 28, 2023

K Friese + Associates
1120 S Capital of Texas Highway
Cityview 2 Suite 100
Austin, TX 78746
gblackburn@kfriese.com

Re: Pump Station and GST – Leander, TX
Proposal/Agreement for Professional Landscape Architecture Services

Dear Greg:

We first want to say, ‘Thank You’ for the opportunity to collaborate with **K Friese + Associates** as part of the site planning/ development team for this project.

Thus, **studio16:19, LLC**, (the “Consultant”) is pleased to submit this proposal/agreement for Professional Services to support **K Friese + Associates** (the “Client”) with the required Planning/ Landscape Architecture Services for the **Pump Station and GST**, located at the intersection of **Ronald Reagan and Crystal Falls Pkwy - Leander, TX** (the “Project”). Please refer to “Attachment A”.

The Planning/ Landscape Architecture Scope of Services shall basically consist of collaboration with the Client, Owner, and design team members through the site development / design process to ensure this new municipal facility meets the required landscape and irrigation guidelines per the Owner’s program as well as the respected City entities. The Project scope is outlined below through our project understanding and the follow design process/ deliverables shall generally apply:

▪ **Project Scope/ Program/ Understanding:**

- Provide landscape architecture services as required to submit necessary landscape development plans as part of the site development permit (SDP) process for a new pump station complex along Ronald Reagan at Crystal Falls Pkwy within the city limits of Leander, TX. The full scope for this project will be limited to plans for tree preservation / mitigation, landscape planting/ screening design, and irrigation design within the project’s limits of construction.
- Coordination of landscape architecture documentation with architectural and civil engineering site plans for review and approval by the City of Leander will be integral to the design process.
- Landscape plans shall comply with the City of Leander Development Code.
- Basic Services are currently limited to landscape permit development plans, agency review (two (2) submittal cycles), project construction documentation for landscape and irrigation, construction phase services, and project closeout services.

The Planning/ Landscape Architecture Basic Services Project scope is outlined below based on our project understanding and the following design process/ deliverables shall generally apply:

- **Schematic Design (30%)**– coordination with the owner/ Client for the following:
 - Develop preliminary design documenting landscape and screening concepts based on proposed program and existing and proposed conditions for the overall project scope.
 - Develop imagery board of proposed plant palate and screening materials for the project.
 - Attend one (1) design team/ owner review meeting for Schematic Design Task.
 - Attend three (3) virtual monthly team meetings.

- **Design Development (60%)**
 Upon Client's authorization to commence with design development, the Consultant shall prepare design development drawings/ site development permit drawings. Deliverables shall include:
 - Landscape Permit Plan(s) – documenting plant names (common and botanical), location, size, quantity, general appearance/ condition, and planting details, notes, and specifications as part of the submittal for a Site Development Permit to the Development Services Center of the City in accordance with City requirements and documents required for permitting.
 - Refined design plan and supplemental graphics, imagery, details, and material selections for project site improvement drawings.
 - Design development drawings coordinated with Client & design team members
 - Provide one (1) revision/ refinement to design development drawings.
 - Attend one (1) design team/ owner review meeting for Design Development task.
 - Attend three (3) virtual monthly team meetings.

- **Agency Review/ Permitting** – coordination with the City / Agency staff to resolve questions or comments that arise during the site development review process and tree mitigation discussions after submission. Agencies having Jurisdiction to be included in anticipated review process may include but are not limited to the City, County, WCID, Franchise Utilities, TDLR, TXDOT, and TCEQ.

- **Construction Documents (90% & 100%)**– a construction plan set including the following:
 - Landscape Design Plan(s) – documenting plant names (common and botanical), location, size, quantity, general appearance/ overall condition, and planting details, notes and specifications.
 - Irrigation Design Plan(s) – detailed design plans documenting areas to be irrigated, point of connection, meter location, controller location, sleeving locations, incorporation of specific zones, hydraulic calculations, mainlines, and detailed head layout for turf areas and dripline layout for all landscape planting beds including irrigation details and specifications, and irrigation calculations.
 - Provide one (1) revision/ refinement to design development drawings.
 - Attend two (2) design team/ owner review meeting for Construction Documents task.
 - Attend seven (7) virtual monthly team meetings.

- **Construction Phase Services** – hourly coordination and oversight on items in collaboration with the Client, Owner, and/or Contractor that could include but not be limited to RFI responses and coordination, Bid Tab reviews, shop drawing reviews, periodic meetings, or coordination with contractor on various issues that arise during the bidding and installation process as well as providing periodic check-ins to verify that the approved plans are being executed per plans, notes, details, and specifications.
- **Letter of Concurrence/Project Closeout**
 - Punch List Development for Landscape & Irrigation scope during a final walk-through once project is complete and ready for inspection.
 - Prepare and submit the Landscape Architect's Concurrence letter for final acceptance.
 - Review as-built plans on a redlined set from the Contractor for landscape and irrigation scope to codify record set of drawings during the project close-out process

Compensation **

All Planning/ Landscape Architecture Basic Services as directed by the Owner, Client, Project Engineer, and/or others acting on the Owner/Client's behalf will be billed based on an upset amount per each phase below for a not-to-exceed **\$31,600**, without Client/ Owners written approval:

			Design Task	Meetings
050	Schematic Design	(T&M)	\$ 3,680	\$690
060	Design Development	(T&M)	\$ 6,480	\$690
070	Construction Documentation	(T&M)	\$ 8,280	\$1,610
080	Agency Review	(T&M)	\$ 3,680	
100	Construction Phase Services	(T&M)	\$ 4,600	
107	Project Close-out	(T&M)	\$ 1,890	

* *The Consultant may alter the compensation distribution between individual phases or tasks to be constant with the services rendered, within the contract maximum.*

For Reimbursable Expenses, expenditures made by the Consultant, its employees, and sub-consultants in the interest of the Project will be billed to the Client plus an administrative fee of 10%. Reimbursable Expenses include but are not limited to travel expenses, costs of reproduction of documents, postage, services of professional consultants which cannot be quantified at the time of this agreement, and other, similar, direct Project-related expenditures.

Supplemental Services

Supplemental Services are in addition to the Basic Scope of Services and, when requested by the Client/ or Owner, either written or oral, shall entitle the Consultant to additional compensation beyond the original agreed Compensation stated below. A Supplemental Fee will be agreed upon prior to commencing task/ service once the program/ scope has been finalized. The following Supplemental Services under this Agreement include (with potential budget for consideration) but are not limited to:

- *Three-Dimensional (3-D) Modeling/ Renderings for any task beyond that listed in Basic Services.*
- *Design Phase - routine attendance at weekly/ biweekly design team coordination meetings.*
- *Construction Phase - routine attendance at weekly/ biweekly construction coordination meetings.*
- *ANY Sub-Consultant services not currently identified in Basic Services.*
- *ANY professional service or task not currently identified in Basic Services.*
- *City or County Agency Review – more than total rounds of submittals/comment responses for City and/or County Permitting denoted in Basic Services.*
- *Meetings/Site Visits - More than total physical site project meetings/ site visits denoted in basic services.*
- *Value Engineering Phase including redesign of approved design plans due to project cost control.*
- *Signage Design - development of project signage including signage design, dimensional control of proposed signage and coordination with sign contractor for constructability and CA/CO.*
- *License Agreement – any drafting of legal documentation for the purposes of a license agreement regarding proposed landscape or irrigation within the City or County ROW.*
- *Rainwater Catchment Design –selection of rainwater collection system, pump systems and enclosures*
- *LEED Compliance Certification process or SITES Compliance related design services.*

Our 2023 hourly rates are as follows if required for additional services above basic services:

▪ Managing Principal- Planner/Landscape Architect:	\$ 215.00/hr.
▪ Principal- Planner / Landscape Architect:	\$ 175.00/hr.
▪ Associate Principal- Planner / Landscape Architect:	\$ 155.00/hr.
▪ Director - Planner/ Landscape Architect:	\$ 135.00/hr.
▪ Senior Associate - Planner/ Landscape Architect:	\$ 115.00/hr.
▪ Associate- Planner/ Landscape Designer:	\$ 95.00/hr.
▪ Administrative	\$ 85.00/hr.

The Consultant can start our services upon written acceptance of this Proposal/Agreement. The Consultant will bill the Client monthly for services performed. In order to ensure the orderly and continuous progress of the project, the Consultant shall be compensated for their services and expenses within thirty (30) days of the invoice date. Invoiced amounts unpaid 45 days after the invoice date shall be deemed overdue and at the Consultant's discretion may accrue 1.5% simple interest per month. At the Consultant's option, overdue payments may be grounds for termination or suspension of services. The Client shall reimburse the Consultant for all expenses related to collections of compensation due the Consultant. These expenses consist of, but are not limited to, Attorney's fees, court cost, lost time, etc.



The parties agree to the following provisions with respect to this specific Proposal/Agreement:

- All deliverables are to be in digital PDF format unless otherwise indicated.
- The law in effect at the Consultant's principal place of business shall govern this Agreement.
- This Agreement represents the entire understanding between the Client and the Consultant and supersedes all prior negotiations, representations, or agreements, whether written or oral with respect to its subject matter.
- The person(s) signing this Agreement on behalf of the parties hereby individually warrant that they have full legal power to execute this Agreement on behalf of the respective parties and to bind and obligate the parties with respect to all provisions contained herein.
- This Agreement may be amended only in writing signed by both the Client and the Consultant.

Once you have had the opportunity to review the proposal, please feel free to contact **studio16:19, LLC** should you have any questions, comments, or require clarification to what is proposed. You may reach me via e-mail at brent@studio1619.com or by phone at **512.534.8680**. If you concur with the terms of the Proposal/Agreement, please sign in the place provided towards the end of the document and return a signed digital and/or hard copy for formal execution. This Proposal is valid for sixty (60) days.

Respectfully submitted,

studio16:19, LLC

Brent A. Baker, ASLA, CLARB
managing principal + founder

Accepted by:

K Friese + Associates

.....
authorized representative title

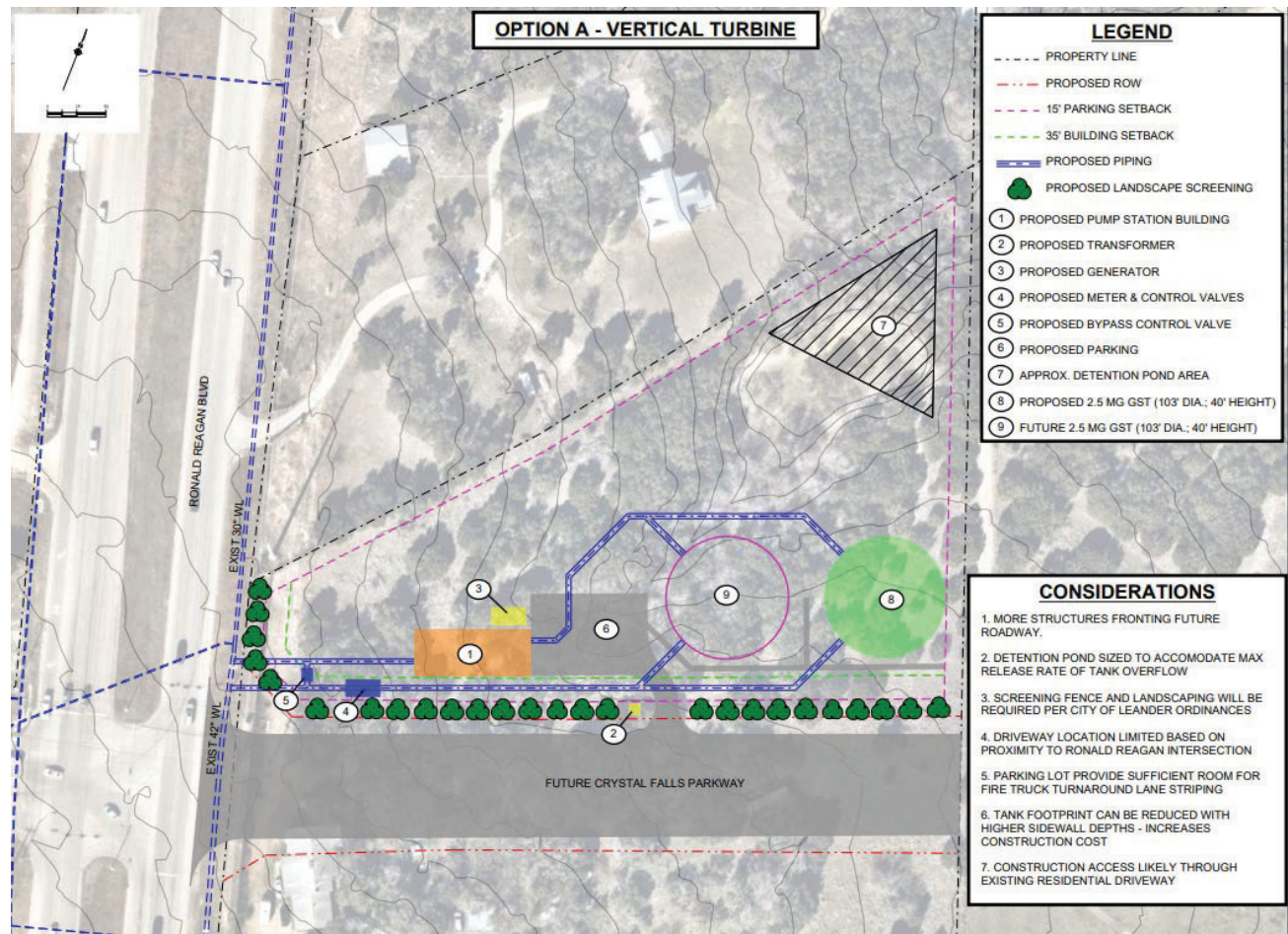
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The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects and landscape architects in Texas. For additional information, please contact the Texas Board of Architectural Examiners (TBAE); P.O. Box 12337; Austin, TX 78711-2337; Telephone: (512) 305-9000 / Fax: (512) 305-8900.

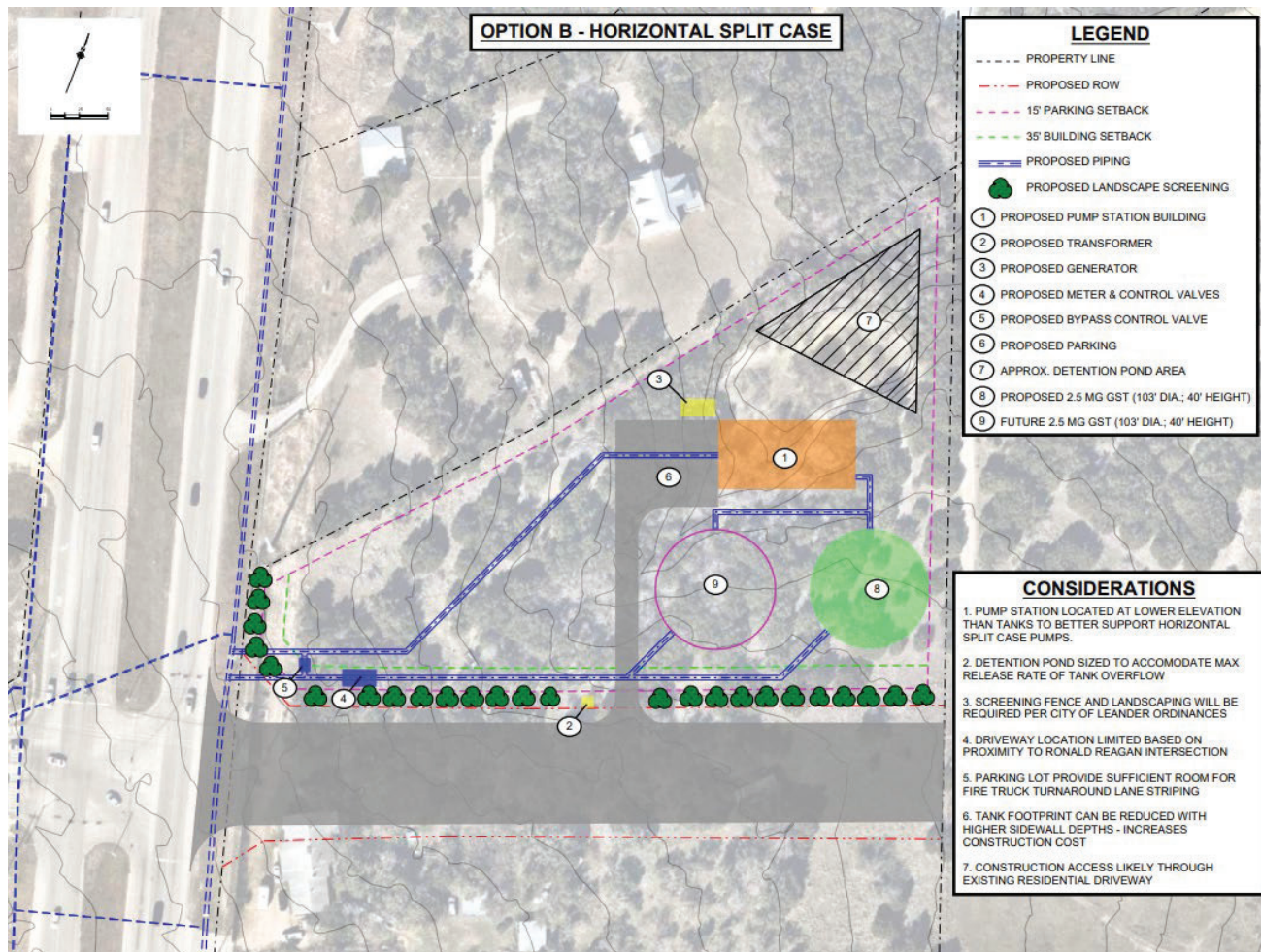
'ATTACHMENT A'

PROPOSED PROJECT / SITE PLAN

Ronald Reagan and Crystal Falls Pkwy OPTION A – Leander, TX



Ronald Reagan and Crystal Falls Pkwy OPTION B – Leander, TX





210 Barton Springs Rd. Ste. 250 Austin, TX 78704 ■ (512) 474 - 4001

06/27/2023

Greg Blackburn, PE
Associate
K Friese + Associates
120 S. Capital of Texas Highway, CityView 2, Suite 100
Austin, Texas 78746

512.338.1704, gblackburn@kfriese.com

Re: Proposal – Scope of Structural Engineering Services and Compensation (Part I)
Ronald Reagan Water Tanks and Booster Pump Station, City of Leander, Leander, Texas

Dear Mr. Blackburn,

We are pleased to express our interest in providing structural engineering services for the referenced project and offer the following proposal for your consideration.

GENERAL PROJECT DESCRIPTION

This project is Engineering Services for the City of Leander to design and engineer water ground storage tanks and a related booster pump station. The components needing structural engineering services are as follows:

1. New pump station building, ~1,800 sf, to include restrooms, storage, and a monorail rated for 3,750 lbs. This building structural system is anticipated to be CMU bearing walls with a steel-framed roof. The foundation is anticipated to be a slab on grade.
2. Generator pad
3. Review of ground storage tank foundation delegated design.
4. Coordination with geotechnical engineer and their recommendations.

The submittals are expected to be as follows:

- 30% submittal with PER, plans, OPCC
- 60%, 90%, 100% submittals with plans, specifications, OPCC

We understand the sheet size will be 22x34 and the governing code is the 2015 International Building Code as noted on this website below of the date of this proposal. We understand flood loads and windstorm loads do not apply at this site for this project, and design for those loads are not included in our basic services. <https://www.leandertx.gov/permits/page/building-codes>

BASIC SERVICES

Our services will include the design, bid and permitting, and construction administration phases and will generally include the following:

1. Review of existing record documents provided by client.

2. Participate in establishment of structural design criteria and determination of the primary structural framing scheme.
3. Engineering calculations for the design of the primary structural frame to comply with referenced governing code. Foundations will be designed and detailed in accordance with the recommendations in a Geotechnical Report prepared specifically for this site.
4. Preparation of construction drawings and specifications for the structural portions of the work.
5. Provision of structural performance requirements for the following items to be included in the performance specifications being prepared by others:
6. Opinions of probable construction costs (OPCC).
7. Preparation of addenda as required during bidding period and answering questions regarding structural plans and specifications.
8. Construction administration:
 - a. Review of structural shop drawings, submittal data, RFI's, change orders, testing laboratory reports.
 - b. Site visits and/or construction administration and/or pre-construction meetings, including the preparation of observation reports.
 - c. Preparation of ASI's.

EXCLUDED SERVICES

Services excluded from basic services include but are not limited to the following:

1. Design and detailing of sitework including paving/paving for parking, sidewalks, flag and high mast light foundations (poles over 30 feet in height), site walls/site retaining walls, bollards, dumpster pads, sign foundations, site sculpture foundations, etc., unless specifically included above.
2. Structural engineering design and detailing of specialty engineered building systems including but not limited to the following performance specified items:
 - a. Performance specified steel framing
 - b. Metal stairs, ladders
 - c. Tank, Tank Foundation
3. Design, detailing, coordination, or layout of embeds or inserts for the support of mechanical, electrical, or plumbing hanging piping, conduits, cable trays, or other equipment.
4. Preparation of a BIM model produced to a defined Level of Development per AIA E203.
5. Geotechnical investigations and material testing.
6. 'Fast tracking' production of structural drawings to produce early drawing packages, such as a foundation package or superstructure package, ahead of the architectural and other disciplines.
7. Design of suspended structural slab system for ground floor, i.e. slab over carton forms, or crawlspace. The basic service assumes that the ground floor slab will be soil supported.
8. Design of tornado shelters or safe rooms.
9. Design of temporary or permanent earth retention systems.
10. Detailing or specification of waterproofing or dampproofing. Tsen Engineering may graphically indicate these items as appropriate and designate these items as work specified elsewhere in the Construction Documents.
11. Construction administration:
 - a. Review of formwork and shoring drawings.
 - b. Updating or provision of the BIM model for construction coordination.
 - c. Review of embeds, inserts and/or hangers and accessories for hanging fire suppression piping and equipment.



- d. Preparation of record documents.
12. Special inspections or responsibility for special inspections as the registered design professional in responsible charge (as defined by the International Building Code).
 13. Preparation of the permit application, submittal, and permit processing.
 14. Texas Department of Insurance (TDI) Windstorm Inspection Program services.
 15. Design for flood loads, including using flood load provisions of 'ASCE 7-10 Minimum Design Loads for Buildings and Other Structures' and 'ASCE 24 Flood Resistant Design and Construction'.

FEES

We propose to provide engineering services at the hourly rates shown below plus reimbursable expenses. See the 'Tsen hourly fee breakdown' spreadsheet for rates and anticipated hours per role.

Principal	\$250.00 / hour
Senior Project Manager	\$200.00 / hour
Engineering Technical Lead	\$190.00 / hour
Project Manager	\$175.00 / hour
Project Engineer IV	\$165.00 / hour
Project Engineer III	\$150.00 / hour
Project Engineer II	\$135.00 / hour
Project Engineer I	\$105.00 / hour
Senior Technician	\$125.00 / hour
Technician	\$105.00 / hour
Administrative	\$80.00 / hour

REIMBURSABLE EXPENSES

Reimbursable expenses will be invoiced at 1.0 times net cost to Tsen Engineering. Reimbursable expenses include travel expenses including mileage at the IRS standard mileage rate (\$0.655 per mile for 2023).

BILLING TERMS

Invoices for progress payments of the basic fee will be billed each month for services performed during the prior month.

If this proposal is acceptable, please sign Part I and return one copy to our office. Signature of Part I also acknowledges and accepts the terms and conditions set forth in Part II of this proposal. These documents will serve as our contract for this project unless superseded by a standard form agreement. We appreciate your consideration and look forward to working with you.

Sincerely,
Tsen Engineering



Stephanie Tsen, PE
President

Accepted by:
K Friese + Associates

Name:
Date:



Tsen Engineering (structural)
Ronald Reagan Water Tanks and Booster Pump Station, City of
Leander, Leander, Texas

6/27/2023

- 1. New pump station building, ~1,800 sf, to include restrooms, storage, and a monorail rated for 3,750 lbs. This building structural system is anticipated to be CMU bearing walls with a steel-framed roof. The foundation is anticipated to be a slab on grade.
- 2. Generator pad
- 3. Review of ground storage tank foundation delegated design.
- 4. Coordination with geotechnical engineer and their recommendations.

Personnel	Principal	Sr. Project Manager	Project Engineer II	Project Engineer I	Sr. Technician	
Task/Rate	250	200	135	105	125	Task Fee
30% submittal with PER, plans, OPCC	2	12	6	6	12	\$ 5,840.00
60% submittal with plans, specifications, OPCC	2	10	6	6	12	\$ 5,440.00
90% submittal with plans, specifications, OPCC	2	10	6	6	12	\$ 5,440.00
100% submittal with plans, specifications, OPCC	1	8	4	4	8	\$ 3,810.00
BNP	1	8	0	0	4	\$ 2,350.00
Construction Administration	1	16	12	12	8	\$ 7,330.00
Total Anticipated Fee						\$ 30,210.00



PROJECT FEE PROPOSAL

City of Leander – Ronald Reagan Storage Tank and Pump Station – Phases I and II

Date: 6/28/2023

Design Professional Firm:

Wilson & Girgenti, PA
504 E. Tyler Street
Tampa, FL 33602
TX TBPE Firm # 19701

Services Performed For:

Mr. Greg Blackburn, P.E.
Associate
K. Friese + Associates
1120 S. Capital of Texas Hwy, CityView 2,
Suite 100
Austin, TX 78746
gblackburn@kfriese.com
Office: 512.338.1704

Scope and Intent of MEP Services:

To provide MEP engineered construction design documents and construction administration services to construct two new ground storage tanks and a pump station to increase and control water flow up to 30-35 million gallons per day by Phase II from the Brushy Creek regional Utility Authority at Ronald Reagan Blvd. and the future extension of Crystal Falls Parkway. It is assumed that the MEP scope herein will all be provided in Phase I.

MEP Scope of Services as Follows:

1. Mechanical (HVAC) Design Services include:
 - A. Provide ventilation and freeze protection (heat) design specifications for the pump room, restroom and chemical equipment room. Provide specifications dedicated air conditioning for the electrical room.
 - B. Coordinate exhaust fan locations in pump room, restroom and chemical room with the architect and structural engineer. Interlock exhaust fans with outside air intake louvers to provide cross-ventilation. Provide 10-second delay relay.
 - C. Coordinate electric heater locations within pump room, restroom and chemical room to provide freeze protection.
 - D. Coordinate location of wall-mounted Bard air conditioning units within the electrical room with architect and structural engineer.
 - E. Provide division 23 book specifications.
 - F. Provide 2021 IECC COMcheck for new mechanical & plumbing equipment specified.
2. Electrical Design Services include:
 - A. Provide interior building general power and lighting design services.

- B. Coordinate with mechanical and plumbing designers to provide power to exhaust fans, air conditioning equipment and heaters for freeze protection.
 - C. Coordinate with crane manufacturer to provide power to crane.
 - D. Provide interior building and exterior wall-mounted light fixtures. Coordinate with architect to specify lighting fixtures appropriate for the spaces. Provide parking lot site lighting (not landscape lighting) as required.
 - E. Coordination with PEC to bring power to the site shall be provided by JRSA. JRSA to also design and specify the emergency generator and all associated generator power and controls.
 - F. JRSA shall provide electrical design services for all industrial equipment, including pumps and main electrical service gear. WG shall provide a single interior panel to accommodate MEP equipment specified herein.
 - G. Provide division 26 book specifications.
 - H. Provide interior and exterior 2021 IECC lighting COMcheck.
3. Plumbing Design Services include:
- A. Provide domestic water, sanitary and vent for restroom fixtures and drains within the building to 5 feet outside of the building. Vents shall be through roof.
 - B. Provide hose bibb where required within the pump room and exterior of the building.
 - C. Provide eyewash station with tepid water within the chemical equipment room.
 - D. Provide utility station with water supply and hose rack where required.
 - E. Provide hot water heater as needed for restroom sink and to provide tepid water for eye wash station.
 - F. Provide duplex grinder pump, if required, to lift sanitary out of restroom to 5 feet outside the building for Civil to connect.
 - G. Provide division 22 book specifications.
4. Our MEP design scope of work includes providing deliverable phase/submissions: 30% with PER, 30% plans, OPCC, and 60%, 90% and 100% with plans, specs and OPCC at each issue. We anticipate attending a maximum of one virtual design team meeting per month within the 13-month design schedule with review meetings at each design phase, total of 4.
5. Our MEP bidding and construction administration scope of work includes providing revised plans to address City of Leander review comments, responding to bidder questions, MEP submittal reviews, and responding to MEP RFI's. We anticipate the bidding phase duration to be 3 months and construction duration to be 15 months. We shall participate in a pre-construction team meeting, attend periodic virtual construction meetings, and provide a maximum of 3 observation/site visits during the construction phase to review the MEP scope installation.
6. Certified record drawings and electronic copies in CAD and PDF formats, will be provided upon building certificate of occupancy. We shall provide Engineers Concurrence Letter, if required, at the end of the project, for MEP-related items.

Excluded Services:

- 1. Design of any MEP alternates shall be considered an additional service.
- 2. Design of scope of work not stated within this fee proposal.



3. Additional design meetings not included in the Scope of Services.
4. Additional deliverable submissions not included in the Scope of Services.
5. Architectural drawings, Civil engineered drawings. Geotechnical survey/report.
6. Water and sanitary design services greater than 5 feet outside of the pump building.
7. Site drainage for exterior of buildings.
8. Solar power, septic, and propane systems design.
9. Site utility provisions.
10. Landscape lighting.
11. Emergency generator/UPS design services.
12. Building energy operating or life cycle cost analysis.
13. Energy modeling services.
14. Design of telecommunications systems including data, telephone, security, sound (audio visual, sound masking, etc...), electronic data, computer system cabling, or any low-voltage system.
15. Design of new pumps, instrumentation and controls diagrams for specialty water treatment equipment to be provided by JRSA/Process Mechanical/Process Electrical.
16. Start-up assistance and one-year warranty inspection.

Fee Arrangement:

MEP 30% PER, plans, OPCC, weekly mtgs, phase meeting:	\$7,000.00
MEP 60% plans, specs, OPCC, weekly mtgs, phase meeting:	\$6,000.00
MEP 90% plans, specs, OPCC, weekly mtgs, phase meeting:	\$5,000.00
MEP 100% plans, specs, OPCC, weekly mtgs, phase meeting:	\$5,000.00
MEP Bidding phase, pre-bid conference, addendums, questions:	\$3,000.00
MEP CA phase, submittals, RFI's, periodic meetings, max 3 sv's + report:	\$7,000.00
MEP Record Drawings:	\$2,000.00

Total Fee for MEP Services: **\$35,000.00**

Additional Services:

All additional services beyond the initial scope shall be billed at an hourly rate:

Partner	\$ 250.00/hour
Principal	\$ 225.00/hour
Senior Project Manager	\$ 200.00/hour
Project Manager/Sr. Designer	\$ 175.00/hour
Designer/BIM Manager	\$ 150.00/hour
Administration	\$ 100.00/hour

Information Provided by Client

1. Project CAD files.



AGREEMENT

We sincerely appreciate this opportunity, and we are looking forward to working with you again. The terms and conditions at the end of this proposal are a part of this agreement. Your signature below indicates acceptance of this proposal and the terms and conditions. If you have any questions, please do not hesitate to contact us at your earliest convenience.

Prepared by:

Melissa Coad, P.E., LEED AP, Principal

(printed name/title)

Offered by:

Melissa Coad, P.E. 06/28/2023
(signature) (date)

Melissa Coad, P.E., LEED AP, Principal

(printed name/title)

Wilson & Girgenti, PA

(Name of Design Professional Firm)

Accepted by:

(signature) (date)

(printed name/title)

(Name of Client)

THIS SPACE INTENTIONALLY LEFT BLANK

TERMS AND CONDITIONS

Wilson & Girgenti, PA, (a.k.a. The Firm) shall perform the services outlined in this agreement for the stated fee arrangement.

Access to Site:

Unless otherwise stated, the Firm will have access to the site for activities necessary for the performance of the services. The Firm will take precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage.

Dispute Resolution:

Any claims or disputes made during design, construction or post-construction between the Client and Firm shall be submitted to non-binding mediation. Client and Firm agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Billing/Payments:

Invoices for the Firm's services shall be submitted, at the Firm's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, the Firm may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service.

Late Payments:

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification and Consequential Damages:

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Firm, the Firm's officers, partners, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Firm.

To the fullest extent permitted by law, the Firm and Client waive against each other, the Firm's officers, partners, directors, employees, agents and subconsultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any related to the Project.



**DESIGN PROFESSIONAL CONTRACTUAL LIMITATION ON LIABILITY:
ANY INDIVIDUAL EMPLOYEE OR AGENT OF WILSON &
GIRGENTI, PA MAY NOT BE HELD INDIVIDUALLY LIABLE
FOR DAMAGES RESULTING FROM NEGLIGENCE
OCCURRING WITHIN THE COURSE AND SCOPE OF THIS
PROFESSIONAL SERVICES CONTRACT.**

To the fullest extent permitted by law, the total liability, in aggregate, of the Firm, the Firm's officers, partners, directors, employees, agents and subconsultants, to the Client, and anyone claiming by, through, or under Client for any claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to this Project or Agreement from any cause or causes, including but not limited to negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by the Firm. Consultant represents that it maintains the following insurance in the following amounts and will provide the Client a Certificate of Insurance evidencing such coverage: Worker's Compensation - statutory limits; Comprehensive General Liability Insurance - \$1,000,000 per occurrence and \$2,000,000 in the aggregate (on which the Client will be named as an additional insured); Professional Liability Insurance - \$1,000,000; Auto Liability Insurance - \$1,000,000; and Employers Liability Insurance - \$1,000,000. This insurance will remain in effect for the duration of the project and, unless otherwise required by the Prime Agreement, for three years following substantial completion. The Firm will have the Client and any Client and Client related entities as required by the Prime Agreement added as Additional Insureds to all policies other than Worker's Compensation and Professional Liability

Certifications:

Guarantees and Warranties: The Firm shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence the Firm cannot ascertain.

Termination of Services:

This agreement may be terminated by the Client or the Firm should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents:

All documents produced by the Firm under this agreement shall remain the property of the Firm and may not be used by the Client for any other endeavor without the written consent of the Firm.

COL RONALD REAGAN STORAGE TANK AND PUMP BLDG - PROPOSED HOURLY TASK SUMMARY - WILSON & GIRGENTI - 2023-06-28				
EMPLOYEE + TITLE	DELIVERABLE	HOURLY RATE	HOURS WORKED	COST
Melissa Coad, P.E.; Principal	30% PER, plans, OPCC, weekly mtgs, phase meeting	\$225.00	16	\$3,600.00
Kat Howell, Sr. Elec. Designer	30% PER, plans, OPCC, weekly mtgs, phase meeting	\$200.00	13	\$2,600.00
Pete Anaya, Sr. Plbg. Designer	30% PER, plans, OPCC, weekly mtgs, phase meeting	\$200.00	4	\$800.00
			PHASE TOTAL	\$7,000.00
Melissa Coad, P.E.; Principal	60% plans, specs, OPCC, weekly mtgs, phase meeting:	\$225.00	12	\$2,700.00
Kat Howell, Sr. Elec. Designer	60% plans, specs, OPCC, weekly mtgs, phase meeting:	\$200.00	12	\$2,400.00
Pete Anaya, Sr. Plbg. Designer	60% plans, specs, OPCC, weekly mtgs, phase meeting:	\$200.00	4.5	\$900.00
			PHASE TOTAL	\$6,000.00
Melissa Coad, P.E.; Principal	90% plans, specs, OPCC, weekly mtgs, phase meeting:	\$225.00	12	\$2,700.00
Kat Howell, Sr. Elec. Designer	90% plans, specs, OPCC, weekly mtgs, phase meeting:	\$200.00	8	\$1,600.00
Pete Anaya, Sr. Plbg. Designer	90% plans, specs, OPCC, weekly mtgs, phase meeting:	\$200.00	3.5	\$700.00
			PHASE TOTAL	\$5,000.00
Melissa Coad, P.E.; Principal	100% plans, specs, OPCC, weekly mtgs, phase meeting:	\$225.00	10	\$2,250.00
Kat Howell, Sr. Elec. Designer	100% plans, specs, OPCC, weekly mtgs, phase meeting:	\$200.00	10	\$2,000.00
Pete Anaya, Sr. Plbg. Designer	100% plans, specs, OPCC, weekly mtgs, phase meeting:	\$200.00	4	\$800.00
			PHASE TOTAL	\$5,000.00
Melissa Coad, P.E.; Principal	Bidding phase, pre-bid mtg, addendums, questions	\$225.00	8	\$1,800.00
Kat Howell, Sr. Elec. Designer	Bidding phase, pre-bid mtg, addendums, questions	\$200.00	4	\$800.00
Pete Anaya, Sr. Plbg. Designer	Bidding phase, pre-bid mtg, addendums, questions	\$200.00	2	\$400.00
			PHASE TOTAL	\$3,000.00
Melissa Coad, P.E.; Principal	CA phase, submittals, RFI's, periodic mtgs, max 3 sv's	\$225.00	16	\$3,600.00
Kat Howell, Sr. Elec. Designer	CA phase, submittals, RFI's, periodic mtgs, max 3 sv's	\$200.00	13	\$2,600.00
Pete Anaya, Sr. Plbg. Designer	CA phase, submittals, RFI's, periodic mtgs, max 3 sv's	\$200.00	4	\$800.00
			PHASE TOTAL	\$7,000.00
Melissa Coad, P.E.; Principal	Record Drawings	\$225.00	4	\$900.00
Kat Howell, Sr. Elec. Designer	Record Drawings	\$200.00	3.5	\$700.00
Pete Anaya, Sr. Plbg. Designer	Record Drawings	\$200.00	2	\$400.00
			PHASE TOTAL	\$2,000.00
			GRAND TOTAL	\$35,000.00

EXHIBIT B

Defined Unit Prices, Basic Services Fee, and Schedule of Hourly Rates for ENGINEER and its Subconsultants.

**CITY OF LEANDER
REAGAN PUMP STATION GROUND STORAGE TANK
EXHIBIT B - RATE TABLE**

Title	Hourly Rate
Principal	\$ 275.00
Project Manager	\$ 250.00
Senior Engineer	\$ 275.00
QA/QC Engineer	\$ 275.00
Deputy Project Manager	\$ 195.00
Project Engineer	\$ 160.00
Engineer in Training	\$ 125.00
Senior Technician	\$ 130.00
Admin	\$ 90.00

EXHIBIT C
Respondent's Submittal Of Qualifications

Engineers Delivering
More Through
Teamwork.



K FRIESE
+ ASSOCIATES
PUBLIC PROJECT ENGINEERING

FIRM INFORMATION

K Friese & Associates, Inc.
1120 S. Capital of TX Highway
CityView 2, Suite 100
Austin, TX 78746

Contact:
Dale Murphy, PE
p 512.338.1704 | f 512.338.1784
dmurphy@kfriese.com

San Gabriel East Pump Station, City of Leander

ORIGINAL



City of
Leander

CITY OF LEANDER

Statement of Qualifications for Planning, Design, and Engineering Services for

SOLICITATION #S23-005 | 03.23.2023

Ronald Reagan Ground Storage Tanks and Pump Station



City of Leander Bid Form - Attachment B
PURCHASING DEPARTMENT
 105 N. Brushy Street • Leander, Texas 78641

RFQ Submittal Coversheet

Issue Date:	February 23, 2023	RFQ #:	S23-005	Response Deadline:	March 23, 2023 at 2:00 pm
Category Code:	906-72,906-57,906-83,911-07	Solicitation Description:	Ronald Reagan GST and Pump Station		

- Please use the table below to organize your Response in the following order by the corresponding tab number.
- Provide digital copy of Response on a USB flash drive with the original Response binder.
- Response pages must be numbered and contain an organized, paginated, table of contents corresponding to the Section and pages of the Response.
- **Response shall include all of these elements or may be disqualified.**

Requested Item	Page Number	Tab Number	Vendor Initials	City Initials
Title page (PART IV; Section 1.1)	Cover	Front Page of Binder	TRQ	
RFQ Submittal Checklist (Attachment B)	After Cover	1	TRQ	
Letter of Transmittal (PART IV; Section 1.2)	1	1	TRQ	
Table of Contents (PART IV; Section 1.3)	2	1	TRQ	
Qualifications and Availability of Firm (PART IV; Section 1.4)	3	2	TRQ	
Key Project Staff (PART IV; Section 1.5)	4	3	TRQ	
Relevant Project Experience (PART IV; Section 1.6)	5	4	TRQ	
Project Approach and Timeline (PART IV; Section 1.7)	11	5	TRQ	
References (PART IV; Section 1.8; Attachment A)	xx	6	TRQ	
Office Location (PART IV; Section 1.9)	7	7	TRQ	
CIQ Form (Attachment C)	xxi	8	TRQ	
Terms & Conditions Issues (PART I; Section 3)	Reviewed	9	TRQ	
Solicitation Addenda, if applicable (From the ESBD and/or the City of Leander Website)	xxii	10	TRQ	
Vendor Addenda, if applicable	n/a	10	TRQ	

Form Tab Numbers above do not match RFQ. Please refer to page numbers in left column.

TAB #1: LETTER OF TRANSMITTAL

March 23, 2023

City of Leander
Purchasing Department
105 N. Brushy Street
Leander, TX 78641

RE: Statement of Qualifications for Planning, Design, and Engineering Services for the Ronald Reagan Ground Storage Tanks and Pump Station | City of Leander | Solicitation #S23-005

Dear Evaluation Committee:

K Frieze + Associates (KFA) is pleased to submit this Statement of Qualifications for the Ronald Reagan Ground Storage Tanks and Pump Station project. We greatly value our relationship with Leander and are very excited about the possibility of supporting you on this project. For over 15 years, KFA has supported Leander with master planning and engineering services to meet the water demands of your rapidly growing community. We understand that this project will help meet the needs of your growing community while also meeting the contractual obligations under the water supply agreement with the Brushy Creek Regional Utility Authority. Our team is committed and available to complete this project efficiently, effectively, and on time. Our team offers the following advantages to Leander:

- ◆ **EFFICIENT ANALYSIS** – KFA has updated Leander's water model and Capital Improvement Plan for 15 years. We understand how your system works, as demonstrated by our system modeling and coordination with BCRUA under various water supply and demand conditions. We work with your Operations and Engineering staff on a constant basis and understand the multiple water supplies, flow control valves, and complicated water supply contract limitations.
- ◆ **PROVEN RESULTS** – Over the past five years, KFA has successfully completed numerous high-quality projects for Leander, including the *San Gabriel East Pump Station, San Gabriel East Elevated Storage Tank, Ronald Reagan Phase I & Phase II Water Lines, San Gabriel Waterline, Bagdad BCRUA 24-Inch Interconnect Pipeline, and Crystal Falls Parkway Ground Storage Tanks.*
- ◆ **PRACTICAL SOLUTIONS** – Because of our extensive experience with Leander, we understand the need to manage system peak demands without exceeding the contracted supply from BCRUA. Our solutions, outlined in the attached Statement of Qualifications, are aimed to maximize the operational flexibility for the City and to develop a cost-effective project that will be critical to the City's water system operation.

Dale Murphy, PE, our proposed **Project Manager**, has been working on the City's water system planning for 15 years and brings unmatched intimate knowledge of the system, water supply contracts, and challenges. **Greg Blackburn, PE**, our proposed **Deputy Project Manager**, has played integral roles in recent projects such as the CIP Update and San Gabriel East Pump Station and is excited about the possibility of working on this project. They will provide the dedicated project management and expertise required to lead this team.

Since our founding in 2003, KFA has excelled in providing civil engineering consulting services to our public sector clients throughout Texas, and we are eager to continue this level of technical quality and responsive service on this project for Leander. We appreciate your consideration of KFA for this project and look forward to hearing from you.

Respectfully submitted,



Thomas M. Owens, PE
Executive Vice President

Authorized Representative:

Thomas M. Owens, PE, Executive Vice President
1120 S. Capital of Texas Highway, CityView 2, Suite 100
Austin, Texas 78746
512.338.1704
towens@kfrieze.com



TAB #2: TABLE OF CONTENTS

Title Page	Cover
RFQ Checklist Form	After Cover
TAB 1 - Letter of Transmittal	1
TAB 2 - Table of Contents	2
TAB 3 - Previous Performance/Experience	3
TAB 4 - Available Resources and Consultant Location	7
TAB 5 - Methodology	8
TAB 6 - Timeline	17
TAB 7 - Work Samples	18
Resumes	i
Required Forms	xx
Proof of Licensure	xx
References Form	xxiii
Conflict of Interest Questionnaire (CIQ) Form	xxiv
Acknowledgment of Receipt of Addenda	xxv

TAB #3: PREVIOUS PERFORMANCE/EXPERIENCE**ORGANIZATIONAL CHART****TEAM LEGEND:**

KFA	K Friese + Associates
CA	Construct-Ability
FUSE	Fuse Architects
JRSA	JRSA Engineering
MCGRAY	McGray & McGray
RKI	Raba Kistner, Inc.
STUDIO	Studio 1619
TRG	The Rios Group
TSEN	TSEN
WG	Wilson-Gergenti

PROJECT PRINCIPAL
Tom Owens, PE | KFA

PROJECT MANAGER
Dale Murphy, PE | KFA

DEPUTY PROJECT MANAGER
Greg Blackburn, PE | KFA

QA/QC
Tom Owens, PE | KFA
Trent Slovak, PE, BCEE | KFA

*Resumes for Team Members are
provided under a separate tab.
Where applicable, proof of licensure
is included with resumes*

CORE DESIGN

*PUMP STATION +
GROUND STORAGE TANK DESIGN*

Task Lead
Sheldon Buck, PE, ENV SP | KFA

Support
Greg Blackburn, PE | KFA
Dan Chilarescu, PE | KFA
Allison Densler, PE | KFA

ARCHITECTURE
Beth Guillot, AIA,
LEED AP BD+C | FUSE

MECHANICAL + PLUMBING
Melissa Coad, PE | WG

*COST ESTIMATING &
CONSTRUCTABILITY REVIEWS*
Nick Carlisle | CA

STRUCTURAL ENGINEERING
Stephanie Tsen, PE | TSEN

*ELECTRICAL +
INSTRUMENTATION & CONTROLS (I&C)*
Liz Segner-Zarate, PE | JRSA

DRAINAGE + WATER QUALITY
Craig Hebbe, PE | KFA

DESIGN SUPPORT

SURVEY
Chris Conrad, RPLS | MCGRAY

SUE
Travis Isaacson, PE | TRG

GEOTECHNICAL
Yvonne Thomas, PE | RKI

ENVIRONMENTAL
Richard Klar, PG | RKI

ARCHAEOLOGICAL
Steven Tomka, PhD, RPA | RKI

LANDSCAPE ARCHITECTURE
**Brent Baker, PLA, ASLA, CLARB |
STUDIO**

KEY PERSONNEL ROLES



DALE MURPHY, PE
(KFA)
Project Manager

26 Years of Experience

As PM, Dale will lead the project team and coordinate with the City and all subconsultants to ensure that the project meets the City's needs and is completed on time. Dale has led numerous critical projects for the City including the **San Gabriel East Pump Station** and **Crystal Falls Elevated Storage Tank (EST) and Pump Station Expansion**.

TOM OWENS, PE, Principal + QA/QC Lead (KFA) | Tom will oversee the project by ensuring adequate resources are available and that the project is staying on schedule. He will lead QA/QC to minimize potential issues and allow for smooth project delivery.

TRENT SLOVAK, PE, BCEE, QA/QC Support (KFA) | Trent will provide QA/QC throughout the project as an independent reviewer. Trent has over 35 years of experience in the water and wastewater industry with experience with pump station and tank design.

SHELDON BUCK, PE, GST + PS DESIGN LEAD (KFA) | Sheldon has designed more than a dozen large pump station and ground storage tanks with capacities over 100 MGD. He will provide technical leadership to the design team.

DAN CHILARESCU, PE, GST & PS Design Support (KFA) | Dan will lead the design of the pump station and mechanical layouts for piping, valves, and other appurtenances. Dan has recent design experience with the City of Leander, including the **San Gabriel Elevated Storage Tank (EST)** and **San Gabriel 24-inch Waterline**.

ALLISON DENSLER, PE, GST & PS Design Support (KFA) | Allison will lead the design of the ground storage tank and perform the hydraulic modeling for the project. Allison has recent design experience with the City of Leander, including the **Crystal Falls Ground Storage Tank (GST) #2**, **Kauffman EST**, and the **24-inch Bagdad BCRUA Interconnect Pipeline**.

BETH GUILLOT, AIA, LEED AP BD+C Architect (FUSE) | With 27 years of architectural experience, Beth will lead the design of architectural elements on this project to ensure that the project meets the City's ordinances.

STEPHANIE TSEN, PE, Structural Engineer (TSEN) | Stephanie will provide structural engineering for the GST and pump station. Stephanie has recently completed the design for the City's **Sandy Creek WTP Expansion** project.

MELISSA COAD, PE, Mechanical + Plumbing (WG) | With 25 years of mechanical and plumbing design experience, Melissa will oversee these services for the project. She recently provided similar services on the City's **Sandy Creek WTP Expansion** project.



GREG BLACKBURN, PE
(KFA)
*Deputy Project Manager + GST
& PS Design Support*

12 Years of Experience

As Deputy PM, Greg will be responsible for leading the design team working with Dale to coordinate with the City and subconsultants. Greg has unique experience with the City of Leander's water model and system operation, and in completing recent projects for the City including **San Gabriel Pump Station** and **San Gabriel East EST**.

LIZ SEGNER-ZARATE, PE, Electrical + I&C (JRSA) | Liz will lead the electrical and I&C design for the project. Liz has broad experience with City of Leander projects, including the **Sandy Creek WTP Expansion** project and **Kauffman EST**, and has a close working relationship with CPUSA, the City's SCADA integrator.

NICK CARLISLE, Cost Estimating + Constructability Reviews (CA) | Nick is well suited in this role, with his experience as a contractor constructing similar facilities for the City of Leander and Round Rock.

CRAIG HEBBE, PE, Drainage and Site Design (KFA) | With 23 years of civil engineering experience in Central Texas, Craig will provide site layout and drainage design for the project.

CHRIS CONRAD, RPLS, Survey (McGRAY) | With 28 years of experience, Chris will provide topographic and existing conditions surveying services.

TRAVIS ISAACSON, PE, SUE (TRG) | Travis will oversee subsurface utility exploration (SUE) services to locate existing underground utilities, including connections to the existing 42-inch waterline in Ronald Reagan Blvd.

YVONNE THOMAS, PE, Geotech (RKI) | Yvonne will lead the geotechnical field investigations and laboratory services to assist with the design for the GST, pump station, and on-site driveways.

RICHARD KLAR, PG, Environmental (RKI) | Richard will lead the environmental assessment for the project site to identify any environmentally sensitive features and determine permitting requirements.

STEVEN TOMKA, PhD, RPA, Archaeological (RKI) | Steven will lead the archaeological and cultural resources investigations for the project.

BRENT BAKER, PLA, ASLA, CLARB, Landscape Architecture (STUDIO) | Brent will lead the landscape architecture design to make sure the project meets all landscaping and screening requirements in the City's ordinances.

SIMILAR PROJECTS IN PAST 5 YEARS

SAN GABRIEL EAST PUMP STATION

City of Leander | Leander, Texas

Project Description:

KFA updated the City's water model and determined that a new pump station and pressure plane were required to serve Leander's rapidly growing population. The pump station was served from the City's 1127 pressure plane and pumped to the Kauffman EST that served the 1200 pressure plan in the northeast portion of the City. The initial phase of the pump station included three vertical turbine pumps for an initial capacity of 8.06 MGD, with the design leaving space for two additional pumps for an ultimate capacity of 25.9 MGD. The site that was obtained by the City along Ronald Reagan Blvd included challenging geometry and terrain, which required extensive grading and retaining walls to construct the pump station. Additionally, a future EST was also considered for the site design, for which KFA recently completed the design. The project included approximately 3,500 LF of 24- to 36-inch diameter ductile iron waterlines and a chemical feed system. During the design phase, KFA coordinated extensively with the City's Public Works Department to ensure the pump station and site layout were operationally flexible and met the City's needs. KFA also worked with the City and the design engineers for the adjacent San Gabriel Parkway roadway that was being designed concurrently. This coordination helped prevent conflicts between the retaining walls, waterlines, and drainage infrastructure required by both projects. KFA led bid and construction phase services for the project. ***Our creative approach to the site layout enabled the pump station and future EST to fit within the challenging site while leaving sufficient space for future maintenance and access. The EST (currently under construction) will control the Reagan PS operation based on the tank water surface levels.***

Services Provided:

Water system modeling; pump station design; pipeline design; site grading & drainage; chemical feed system design; permitting; bid phase services; construction phase services

Term of Services: 04/2017-06/2021*Team Members:*

Dale Murphy, PE | PM
Tom Owens, PE | QA/QC
Greg Blackburn, PE | Engineer
Liz Segner-Zarate, PE | Elec. + I&C

Construction Cost: \$4,853,000*Start Date | End Date:*

Design: 06/2017 | 12/2018
Constr: 02/2019 | 06/2021

Contact Information:

Gina Ellison, PE, Public Works
Director ♦ 512.259.2640 ♦
gellison@leandertx.gov

SIMILARITIES:

- ♦ Recent Leander PS project of comparable scope and scale to Reagan GST & PS
- ♦ Extensive coordination with City's Public Works Department
- ♦ Pump station design
- ♦ Managed a similar multi-discipline team as required for the Reagan GST & PS project

PFLUGERVILLE WATER TREATMENT PLANT EXPANSION

City of Pflugerville | Pflugerville, Texas

Project Description:

The City of Pflugerville owns and operates a WTP with a capacity of 17.7 MGD. Master planning documents have projected that the City's water service area growth, at ultimate buildout, will support a 75.0 MGD WTP at the existing site. This capacity will be gradually achieved over time with a phased implementation strategy beginning with a WTP expansion to 30.0 MGD, and future expansions to 45, 60, and 75 MGD. KFA evaluated options for increasing the capacity of the Lake Raw Water Pump Station (LRWPS) and High Service Pump Station (HSPS) to meet the current WTP expansion to 30.0 MGD and the ultimate expansion to 75.0 MGD. For the LRWPS, KFA evaluated the hydraulic capacity of the existing system from the lake intake to the WTP along with alternatives for expanding the LRWPS to 32.5 MGD and 80 MGD. Expansion of the existing LRWPS with the addition of two pumps was determined to be the most cost-effective solution and was designed for the WTP expansion. Options for expanding the existing HSPS from 25.7 MGD to 35.0 MGD for the current WTP expansion and to the ultimate capacity of 75.0 MGD were evaluated. This evaluation included comparing alternatives for expanding the existing HSPS and constructing a new HSPS that would serve two separate pressure planes. A new 6.0-MGD HSPS was determined to be the most cost-effective solution and was designed. Our design included provisions for expanding the HSPS to 48.0 MGD with future WTP expansions. ***KFA conducted the condition assessments and option evaluations to maximize the use of existing infrastructure, reduce initial capital costs, and position the facility for efficient future expansions.***

Services Provided:

Pump station evaluation; pump station design; bid phase services; construction phase services

Term of Services: 01/2021-Ongoing*Team Members:*

Sheldon Buck, PE, ENV SP | PM
Tom Owens, PE | Principal
Allison Densler, PE | Engineer
Dan Chilarescu, PE | Engineer

Construction Cost: \$8,500,000*Start Date | End Date:*

Design: 08/2021 | 06/2022
Constr: 12/2022 | Ongoing

Contact Information:

Brandon Pritchett, Public Utility
Director ♦ 512.990.6402 ♦
brandonp@pflugervilletx.gov

SIMILARITIES:

- ♦ Pump station design
- ♦ Provided condition assessments and option evaluations
- ♦ Provided preliminary engineering through construction phase services of a pump station of similar scale and complexity

CRYSTAL FALLS GROUND STORAGE TANK *(shown below)*

City of Leander | Leander, Texas

Project Description:

KFA provided design and construction phase services for a new 1 MG ground storage tank (GST) on the City-owned water facility site. This is the second GST on this site and the tanks were designed to “float” together and to supply water to the 1127 pressure zone and to the suction side of the Crystal Falls pump station. These tanks receive water from the City's Sandy Creek WTP, but will also receive BCRUA supply via the proposed Ronald Reagan GST and PS project. The GST was constructed of prestressed concrete. The demolition of the existing County Glen GST (0.5 MG capacity) was included in this project. This project also included site piping modifications for tying the new GST into the system, adding a second backup generator to the Crystal Falls Pump Station to power all pumps, adding flow metering to certain pipelines on the Crystal Falls site, adding a control valve at the Bagdad Pump Station, site grading, drainage improvements, paving, and permitting.

KFA designed and bid the GST for both steel and concrete material options, which allowed the City to review and select a concrete tank as the most cost-effective option that provided the best value to the City.

Services Provided:

Tank design; yard piping design; site grading & drainage; permitting; bid phase services; construction phase services

Term of Services: 02/2018-07/2020

Team Members:

Dale Murphy, PE | PM
Tom Owens, PE | QA/QC
Allison Densler, PE | Engineer

Construction Cost: \$1,954,000

Start Date | End Date:

Design: 05/2018 | 10/2018
Constr: 02/2019 | 07/2020

Contact Information:

Gina Ellison, PE, Public Works
Director ♦ 512.259.2640 ♦
gellison@leandertx.gov

SIMILARITIES:

- ♦ Recent City of Leander GST project
- ♦ Control valve design
- ♦ Site grading/drainage design for GST
- ♦ Provided preliminary engineering through construction phase services on a project of similar scale and complexity

GROUNDWATER PLANTS

City of Sugar Land | Sugar Land, Texas

Project Description:

KFA provided design services and is providing construction phase services for the project, which includes the replacement of booster pumps and key control valves at the Greatwood East Groundwater Plant (GWP) and Thompson Chapel GWP. Improvements at the Greatwood East GWP included the replacement of three horizontal split case pumps serving the distribution system and critical valves throughout the facility, and modifications to suction piping to correct cavitation issues caused due to not following Hydraulic Institute standards. Improvements at the Thompson Chapel GWP included the replacement of four vertical turbine pumps serving the distribution system and critical valves throughout the facilities.

Both GWPs had to remain operational during construction. KFA developed a detailed maintenance of plant operations plan with step-by-step sequencing requirements.

Services Provided:

Pump station design

Term of Services: 05/2021-05/2023

Team Members:

Sheldon Buck, PE, ENV SP | PM

Construction Cost: \$993,500

Start Date | End Date:

Design: 05/2021 | 06/2022
Constr: 08/2022 | 05/2023 (Est.)

Contact Information:

Ross Woodfin, Project
Manager ♦ 281.275.2780 ♦
rwoodfin@sugarlandtx.gov

SIMILARITIES:

- ♦ Pump station with control valves
- ♦ Provided preliminary engineering through construction phase services on a project of similar scale and complexity



CITY OF LEANDER 2022 WATER CAPITAL IMPROVEMENTS PLAN UPDATE

City of Leander | Leander, Texas

Project Description:

Due to rapid growth, the City of Leander's water model and Capital Improvements Plan (CIP) were in need of an update to properly plan for continued growth and expansion of the water system. In collaboration with City staff, KFA developed an existing water system model using City GIS data and newly completed projects. KFA worked with the City to determine current connections and population projections throughout build out in 2040 and used meter billing data to update the demand per Living Unit Equivalent (LUE). We used the overall water system demand to calculate citywide diurnal curves to accurately depict the water use throughout a 24-hour period. KFA used WaterCAD to perform capacity evaluations of existing significant water infrastructure, including storage tanks, pumping stations, and transmission mains, and identify deficiencies in the existing system. Future scenarios were then developed for the 5-, 10-, and 20-year planning periods to identify projects required for the City to meet future water demands. KFA used the modeling results to develop proposed projects for each planning period, and planning-level cost estimates for each project were developed.

Through 15 years of updating the City's water model, KFA has developed a deep understanding of how the City's water system operates through the various water supplies, pressure

planes, and water system demand. A continual challenge for the City has been the ability to move the water throughout the system, namely from the southern entry points to the northern portion of the City. One of the main projects identified during the project was the Ronald Reagan GST & PS project, which is critical for the City to continue to serve its customers during high demand periods.

Using the modeling results and in-depth knowledge of the City system, KFA developed prioritized project scopes with cost estimates for each planning period.

Services Provided:

Water modeling; CIP development

Term of Services: 06/2022-02/2023

Team Members:

Dale Murphy, PE | PM

Greg Blackburn, PE | Assistant PM

Construction Cost: N/A - CIP Dev.

Start Date | End Date:

Design: 06/2022 | 02/2023

Construction: N/A

Contact Information:

Gina Ellison, PE, Public Works

Director ♦ 512.259.2640 ♦

gellison@leandertx.gov

SIMILARITIES:

- ♦ City of Leander water CIP project that identified the need for the Ronald Reagan GST and PS project
- ♦ Greg served as Assistant PM on this project

TAB #4: AVAILABLE RESOURCES + CONSULTANT LOCATION HISTORY + AVAILABILITY

K Frieze + Associates (KFA) was founded in 2003 based on the strength of our water and wastewater design experience. Since that time, KFA has continually expanded our design capabilities and the strength of our team. KFA is exclusively focused on providing high quality civil engineering design and planning services only to public sector clients, including more than 50 municipalities, counties, regional utility authorities, river authorities, and state and other regional agencies. We have earned a reputation for providing quality services and responsiveness, and meeting budget and schedule. For more than 15 years, KFA has assisted the City of Leander with water and wastewater infrastructure planning and project implementation, witnessing the tremendous growth of the city firsthand, and helping deliver solutions to meet that growth. Leander has been an important client for KFA

throughout most of our history, and we are committed to continuing this successful relationship into the future.

*With our depth of resources and unparalleled knowledge of the City's water system, our team is **AVAILABLE** and **COMMITTED** to supporting the City of Leander with the Ronald Reagan Ground Storage Tanks and Pump Station project.*

Our proposed **Project Manager, Dale Murphy**, has 26 years of experience on water and wastewater design projects, including working on Leander projects for the last 15 years. Dale's familiarity with the operation of the City's water system and Public Works preference eliminates learning curves and provides added value through his lengthy history working with the City.

LOCATION

KFA is headquartered in **Austin**, with offices in Round Rock, Houston, and San Antonio, and is capable of responding quickly to meetings during design or construction. Most of the work on this project will be performed out of our Austin and Round Rock offices.

RESOURCES

With a staff of 87 team members, KFA offers Leander resources with the relevant expertise and experience in the disciplines needed to successfully complete this project, including the following:

- ◆ Hydraulic Modeling
- ◆ Pump Station + Storage Tank Design
- ◆ Pipeline Design
- ◆ Water Treatment Plant Design
- ◆ Drainage Systems Analysis, Planning + Design
- ◆ Regulatory Agency Approvals + Permitting
- ◆ Hydrologic and Hydraulic (H&H) Modeling
- ◆ CAD Drafting
- ◆ GIS Analysis/Mapping
- ◆ Cost Estimating
- ◆ Constructability Reviews
- ◆ Construction Management
- ◆ Water Utility Operations Support

#	KFA TEAM
43	Licensed Professional Engineers (PEs)
15	Licensed Engineers-In-Training (EITs)
07	Non-Licensed Engineering Support Staff
03	Planners (2 are AICP Certified)
05	CAD/GIS Specialists
14	Support Staff
01	Wastewater Operator (also PE)
09	Certified Floodplain Manager (also PEs)
87	TOTAL TEAM MEMBERS

TAB #5: METHODOLOGY

PROJECT UNDERSTANDING

The need for the Ronald Reagan Ground Storage Tanks and Pump Station project is driven by ongoing explosive growth of Leander, particularly within the eastern and northern portions of the city's service area. This growth dictates that significant additional water storage be added to Leander's system to accommodate peak flow demand and comply with TCEQ requirements. For a long time, planning for Leander's water system has included the consideration of providing significant water infrastructure along the Ronald Reagan Corridor, anticipating this to be a primary delivery point of water from the Brushy Creek Regional Utility Authority (BCRUA) Water Treatment Plant (WTP). Beyond the growth in system demands, there are several additional aspects that are specific to Leander, their supply sources, and the operation of the distribution system that will each impact the design of this facility in this initial phase and in future phases. Each of these elements and our understanding of them are described in the following sections:

- ◆ Leander's Growth
- ◆ BCRUA WTP Water Supply
- ◆ Leander Operational Flexibility
- ◆ Delivering Projects in Leander

LEANDER'S GROWTH

The City of Leander's population has tripled in the past 12 years, growing from 27,000 people in 2012 to more than 94,000 people at the end of 2022. The city's estimated growth rate going forward is anticipated to continue to be high. KFA has worked closely with City Staff over the last few years in estimating future water demand and population growth scenarios to use in planning future water CIP projects. Table 2 on the next page shows some historical information and the

current growth projections in planning water system build out.

For more than 15 years, KFA has assisted in the planning and design of Leander's water system improvements. Our work for the City has encompassed system-wide water modeling and master planning, as well as design of several storage tank, pump station, treatment, and pipeline projects. We understand the urgency that the city's growth has placed on the schedules for designing and constructing water infrastructure. KFA has delivered the design of several projects on accelerated schedules for Leander and has a thorough knowledge of delivering projects for Leander in the most expeditious way possible.

BCRUA WTP WATER SUPPLY

The proposed design and operation of this project are greatly influenced by the methods and locations by which treated water is delivered to the City of Leander. The city is supplied with treated water from two sources; Leander's Sandy Creek WTP and through participation in the BCRUA WTP. The primary source of water to the eastern areas of Leander's distribution system will be from BCRUA through the Ronald Reagan take point, and then through the proposed Ronald Reagan ground storage tanks and pump station. The implementation of this project must address the following elements that are key to the ongoing operation of Leander's system and the constraints of the supply and delivery of treated water to the system:

- ◆ **Max Day Supply Optimization** | The BCRUA WTP is not designed to provide peak demand flows to the partner cities

and it is anticipated that BCRUA will install controls that limit delivery at all take points. As a result, for Leander to maximize their take, they will need to take a constant flow rate over a full 24-hour period so that they can achieve their full daily supply from BCRUA during max demand days. For example, if Leander can take no more than 15 MGD of supply from BCRUA, and no peaking is allowed, then Leander would need to take that flow rate continuously for 24 hours to take their full supply from BCRUA regardless of demands in the system. The proposed ground storage tanks will provide the ability for Leander to balance their BCRUA supply over a full day. Because of this, the system must be designed to allow for the filling of the proposed ground storage tanks continuously, whether or not the Reagan Pump Station is operating. This results in the need to separate the 1127 pressure plane into south and north halves during Reagan Pump Station operation to avoid “short circuiting” the discharge of the pump station back to the ground storage tank.

◆ **Limitations on Peak Hour Supply from BCRUA** | As diurnal demands occur within Leander’s system without the ability to ramp up supply to address these peaks, Leander would then use the water stored in the proposed tank(s) pumped from the proposed pump station to meet the peak hour demands within the system. Operational flexibility for this facility will be of particular importance to address the ever changing balancing act of system demands and BCRUA WTP supplies that arrive with limited or no treatment plant peaking ability.

Leander’s Max Day demands have historically been approximately 2.4 times average day demands, and 3.2 times winter demands. Additionally, the diurnal curve throughout a Max Day results in a Peak Hour demand of 1.48 times average demands. The current diurnal curve for Leander, based on SCADA information, is shown in *Figure 1* on the next page.

LEANDER OPERATIONAL FLEXIBILITY

As Leander continues to develop, the creation of redundancies and flexibility in how the system operates during different times of year is needed. The proposed facility will need to be designed to maximize the City’s options for how to operate the system, where to take supply from, and how to move it through distribution. Key operational elements that will need to be considered in the design of this facility include the following:

◆ **Electricity Usage Optimization** | BCRUA delivers water from an elevated storage tank with an overflow elevation of 1147 to Leander’s 1127 pressure plane at the Ronald Reagan Boulevard delivery point. This means that the proposed Reagan pump station is only needed to operate during peak demand days/times when supply from BCRUA is limited below system demands. As a result, inclusion of remote control valves should be included in the design to allow BCRUA supply to bypass the proposed Reagan facility during winter months, or even possibly during lower demand times of a day. Public Works would still need to occasionally utilize the Reagan facility during lower demand times to turn over

TABLE 2: City of Leander Population Growth

CITY OF LEANDER Historical + Projected Population/LUEs				
End of Year		Population	Connection Growth Rate	No. of LUEs
2015	Historical/Actual	43,418	N/A	15,449
2016		49,489	12.3%	17,350
2017		55,171	12.0%	19,426
2018		60,883	9.7%	21,314
2019		67,197	10.1%	23,467
2020		76,474	15.5%	27,106
2021		86,880	13.3%	30,711
2022		94,328	9.7%	33,687
2023	Projected	101,897	10.0%	37,055
2024		112,087	10.0%	40,761
2025		123,296	10.0%	44,837
2026		132,543	7.5%	48,200
2027		142,483	7.5%	51,815
2028		153,170	7.5%	55,701
2029		160,828	5.0%	58,486
2030		168,870	5.0%	61,410
2031		177,313	5.0%	64,481
2032		182,632	3.0%	66,415
2033		188,111	3.0%	68,407
2034		193,755	3.0%	70,460
2035		197,630	2.0%	71,869
2036		201,582	2.0%	73,306
2037		205,614	2.0%	74,772
2038		209,726	2.0%	76,268

Leander's population has tripled since 2007, requiring continual improvements to the City's water infrastructure. KFA has served as a trusted partner for over 15 years, helping the City with planning and implementation of the needed improvements.

the water and maintain chlorine residuals in the storage tank(s). Provision of the remote control valves and proper SCADA implementation should allow Public Works to quickly determine how to direct flow and limit energy usage. This will allow Leander to avoid the energy costs of operating the pump station except when it is required.

◆ **System Integration** | Depending on what is happening within Leander’s system, or with the BCRUA or Sandy Creek WTPs, operational flexibility in where the City is taking water from supply and how it is being moved around the City is a key element to providing redundancies within the system. Providing the ability to have supply delivered from multiple locations and to move it around within the system

is imperative with the future expansion of BCRUA WTP and the City's increasing reliance on supply from BCRUA versus water from Sandy Creek WTP. Specific to this project, it will be necessary to size the pump station to push water north through the San Gabriel East EST and Pump Station facility for distribution north and west into the system. Additionally, if supply from BCRUA to the Reagan delivery point is interrupted or limited, valving and SCADA controls that allow water to be supplied from the proposed Reagan pump station back to demands south of the proposed facility will be required.

Figures 2 and 3 below represent the general layout and operation of the proposed pressure planes and valves depending on if water is flowing through the proposed Reagan facility or if it is bypassing the facility.

FIGURE 1: City of Leander Water Demand Diurnal Curve

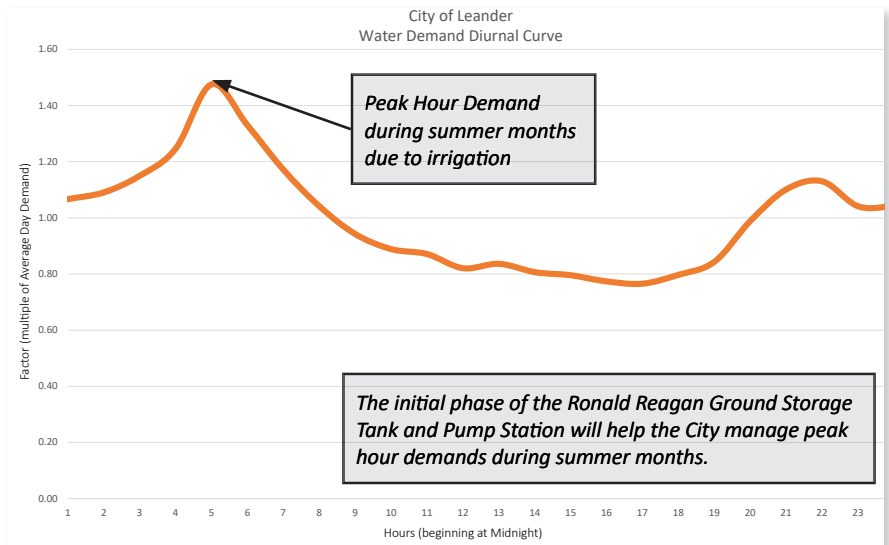


FIGURE 2: Schematic Layout with Pump Station Operating

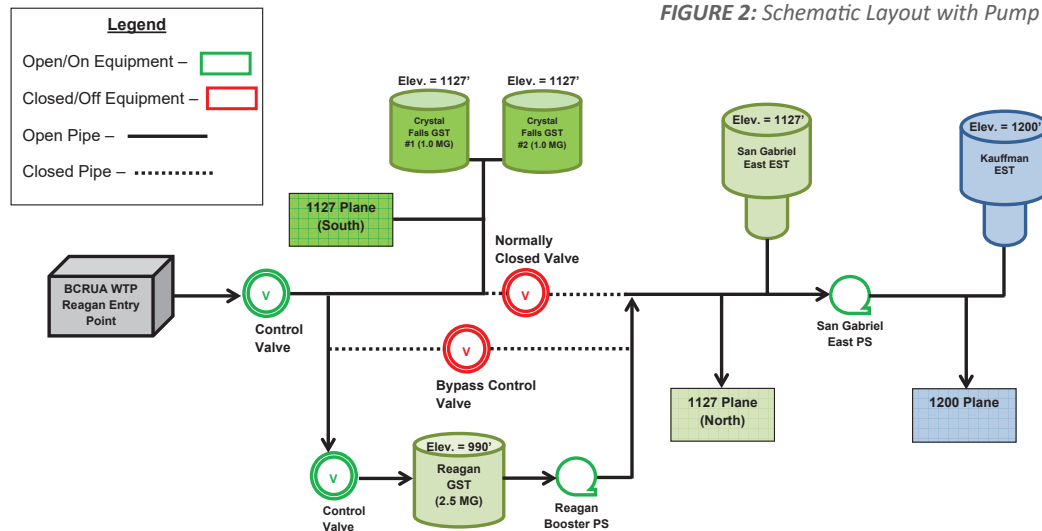
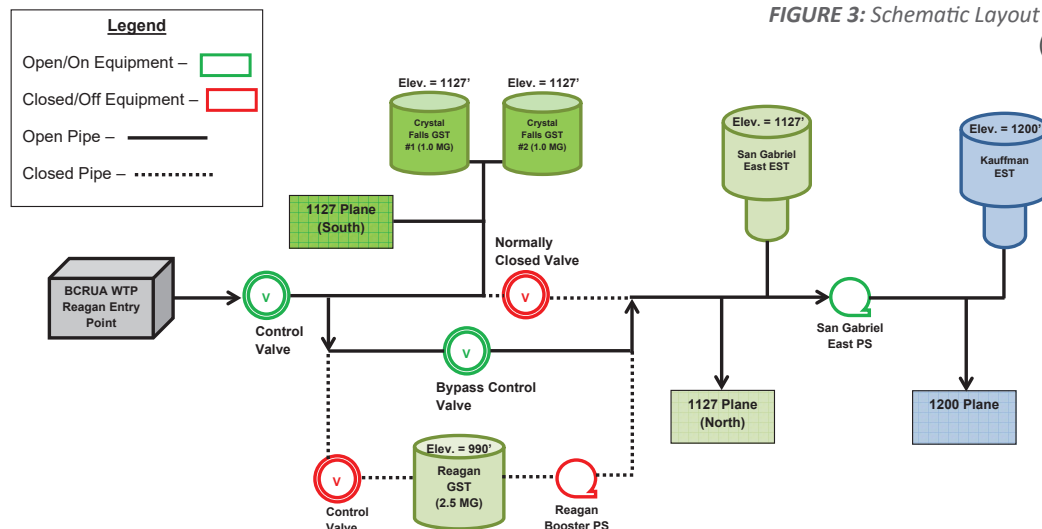


FIGURE 3: Schematic Layout with Bypass Open (Pump Station Off)



DELIVERING WATER PROJECTS IN LEANDER

As one of the largest internal water system projects in Leander, this project will require a team that is experienced and knowledgeable in the operation of the City's system, the preferences of Public Works staff, development permitting in Leander, and how to collaborate effectively with Engineering staff on the design, bidding, and construction of CIP projects. With our long and continuous history working with the City on utility infrastructure projects, the KFA team provides unparalleled experience in efficiently delivering this kind of project. Some of the primary items specifically related to working in Leander that will need to be considered during this project include:

- 1. Public Works Input** – KFA strives to deliver projects that will provide the system operators the most efficient and useful layout and elements that meet their goals and preferences. KFA will work closely with Public Works staff to get their input early in the design process and throughout design.
- 2. Leander System Integration** – This project will also require modifications to operations in other parts of the system as it comes online. This will include modifications to the SCADA system and interface to integrate this facility and how it will operate with the rest of the system as whole. This will involve modifying the settings of the BCRUA take point, opening/closing of certain valves in the system to define pressure planes, and SCADA modifications for control of the pumps and tanks in the system. Both KFA and JRSA have significant experience working with the City and the City's SCADA integrator (CPUSA) on previous projects.
- 3. BCRUA Coordination** – A primary need for this facility is to control peak flows delivered from BCRUA. KFA anticipates coordination and presentation to the BCRUA Operations Committee to describe the project and get buy-in on the project and its goals. KFA has assisted the City of Leander on coordination with BCRUA on numerous occasions throughout the previous 15 years.

4. Leander Permitting – Site development permitting is a key element for this project that will impact the layout and design of the facility. This includes building and parking lot setback requirements, screening and landscaping, architectural element inclusion in the buildings, site drainage concerns, driveway to intersection separation requirements, and coordination on the future design of Crystal Falls Parkway east of Ronald Reagan Boulevard.

5. Project Delivery – KFA will work closely with Leander Engineering staff on the design, schedule, comment resolution, bidding, and construction administration to ensure a successful outcome.

APPROACH

Figure 4 illustrates KFA's approach to successfully delivering this project.

FIGURE 4: KFA's Approach



KEY ISSUES

KFA has extensive experience with pump station and ground storage tank design and utilize Hydraulic Institute standards and other best practices to ensure reliability and energy savings. We use Water Research Foundation technical

TABLE 3: Pump Station Design Considerations

GENERAL DESIGN CONSIDERATIONS				
Pumps	Storage Tank (GST)	Site	Building	Future Expansion
Positioning the pump with sufficient Net Positive Suction Head (NPSH)	Location of tanks with adequate site for construction of ultimate tank	Adequate access roads and paved areas (including fire vehicle turnaround)	Sound attenuated to be "good neighbor"	Size suction/discharge for ultimate flow conditions
Operational redundancy to allow for planned or emergency maintenance	Inlet locations to provide mixing energy when filling	Generator with provisions for fuel storage (unless natural gas)	MCCs in room with air conditioning (A/C)	Additional space(s) for future pumping equipment
Transient mitigation and control	Outlet locations to prevent short-circuiting and dead zones	Chemical storage operation and safety considerations - during all weather conditions	Adequate space for chemical tote delivery	Size electrical service for ultimate load
Piping layout to optimize flow patterns to pumping units to avoid and mitigate potential cavitation issues	Directing tank overflow and drainage to proper location	Detention pond sizing and water quality features (if needed)	Adequate structural support for trolley crane for pump removal (if split-case pump)	Combination of options for flexibility and economics
Pumps provided in combinations to allow for flexibility of options	Alternatives analysis w/ life cycle costs for selection of tank material	Screening per City ordinance	Architectural features to meet City Ordinances	Valve locations to maintain operations

resources and guidelines such as the publication *Drinking Water Pump Station Design and Operation for Energy Efficiency*, Report #4308, in the design of energy-saving facilities.

Our design approach focuses on optimizing the cost effectiveness of the project with a focus on future operation and maintenance needs and ease of expansion to ultimate capacity. *Table 3* on the previous page highlights some of the considerations we evaluate for each aspect of the project.

DEVELOPMENT PHASE

During the Development Phase, KFA will meet with the City to discuss the City's goals for the project, including both schedule and budget requirements. Fully understanding the project drivers from the City's perspective will ensure that the project starts on the right track and all parties understand the important aspects of the project. KFA will also develop a project risk register to identify potential issues that could cause project delays, increase the project cost, or pose permitting challenges.

The scope included in the RFQ indicated that the Development Phase should include a hydraulic and hydrologic (H&H) study and geotechnical report. It might be beneficial to the project to move these items to the Schematic Design Phase, when a preliminary site plan is developed. The preliminary site plan will determine key items such as the amount of impervious cover, total area of disturbance, and the footprint of the pump station building and storage tank(s) to ensure that geotechnical borings are completed within the ultimate footprint of the structures.

SCHEMATIC DESIGN PHASE

During the Schematic Design Phase, KFA will focus on the following key considerations:

- ◆ Pump Type
- ◆ Pump Station Operational Strategy
- ◆ Site Layout + Drainage
- ◆ Tank Configuration
- ◆ Disinfection
- ◆ Environmental, Archaeological, + Geotechnical
- ◆ Project Implementation Approach

PUMP TYPE

The most likely pump types for the pump station are vertical turbine and horizontal split case. Each pump type has specific key features and disadvantages that must be evaluated. KFA has the experience to design a pump station that augments the key features and resolves the disadvantages of each pump type summarized in *Table 4*, while also incorporating Leander's preferences.

While pump type drives the specifics of pump station designs, there are key issues and considerations that are important regardless of pump type. These include:

- ◆ Designing hydraulic and energy-efficient suction and discharge piping and valve configurations to minimize capital and operational costs.
- ◆ Planning for control system ability, capacity, and flexibility to integrate and communicate with existing and new facilities and respond to conditions in the distribution system.
- ◆ Designing piping systems for maximum practical flexibility and reliability by eliminating "single points of failure."
- ◆ Providing smart pump and piping layouts for adequate space and access for operations and maintenance activities.

We will address the above and other key issues through our expertise in performing detailed hydraulic analysis and modeling to ensure sound pump station operations over a wide range of varying demand conditions. We will also apply our pump station expertise to develop specifications that ensure that the quality features and intent of design, as well as Leander's preferences, are carried through in bidding, construction, commissioning, and testing. This will be accomplished by carefully developing specifications that strictly define detailed pump and motor build and performance features and clearly define required factory and field testing.

PUMP STATION OPERATIONAL STRATEGY

As previously mentioned, the BCRUA supply has sufficient capacity to supply the entire 1127 pressure plane for much of the year. During periods of lower demand, it will still be important to turn over the tanks. KFA's initial concept is to control the pump station based on levels in the San Gabriel East Elevated Tank (currently under construction), which controls the hydraulic grade line (HGL) for the 1127 pressure plane. During the higher demand periods, the pump station will be called to turn on when the San Gabriel tank drops below a certain level, indicating increased demand in the system. During the lower demand periods of the winter, the set point would be modified slightly to turn the new ground storage tanks over less frequently. In this phase, KFA will model various scenarios to fine tune the proposed set points.

Flow into the ground storage tanks from the BCRUA supplied pipeline will be managed by a control valve located within the pump station site. The control scheme for this valve will be discussed with the City to discuss advantages and disadvantages of different approaches. Because the ground elevation (~950 feet) at the proposed tank site is so much lower than the HGL in the pipeline feeding (~1147), the tank

TABLE 4: Key Features and Disadvantages of Vertical Turbine and Horizontal Split Case Pumps

PHOTO	PUMP TYPE	KEY FEATURES	DISADVANTAGES
	Vertical Turbine	• Smaller pump station footprint • More flexible modification options for flow and head conditions • Steeper curves that accommodate a wide range of discharge pressures • Reduced site grading to achieve required Net Positive Suction Head (NPSH)	• Impeller and bearings location requires motor removal for maintenance • Requires special studies for variable speed applications
	Horizontal Split Case	• Components are above grade and accessible for maintenance • Stable operation at variable speeds • Flatter curves accommodate a wide range of flows	• Larger pump station footprint • NPSH requirement limits usable storage tank volume or requires the pumps to be located below tank bottom
KFA has designed projects with both pump types for Leander and understands the advantages and disadvantages of each and how to analyze those at each site for the maximum benefit to the City.			

would fill much too rapidly and result in low pressure in the areas around the tank site if flow entering the tank is not controlled. Flow into the tank could be controlled with a Flow Control and Pressure Sustaining Valve coupled with an Altitude Valve to ensure system pressure is not lowered when the tank is filling while ensuring the tank does not overflow.

Existing Conditions

The site proposed for the storage tanks and pump station is approximately seven acres and slopes from southwest to northeast by approximately 12 feet. The site is generally undeveloped with the exception of a single-family residential home in the southwest corner with an existing driveway off of Ronald Reagan Boulevard (to be removed during construction), and is a mix of mature trees and native grasses. There is existing three-phase overhead electrical power on the west side along Ronald Reagan Boulevard. There are parallel 42-inch and 16-inch water lines in Ronald Reagan near the southwest corner of the parcel that reduce to a 30-inch diameter line that continues north along Ronald Reagan to the San Gabriel East Pump Station site. KFA designed all of those pipelines for the City under separate phases. There is no existing public sewer infrastructure at this site. The City plans to extend Crystal Falls Parkway to the east through the project site at some point in the future, which reduces the amount of land available for the new storage tanks and pump station.

Per the RFQ, KFA understands that the City has some available topographic survey for the site. KFA will review the available information and recommend additional topographic survey, if required. McGray & McGray will lead any required surveying for the project. One key item that may need to be located and

surveyed is the existing septic tank and drain field. It may be necessary to completely remove those facilities if they are within the construction footprint.

SITE PLAN LAYOUT + DRAINAGE

The location and orientation of the storage tanks, pump station, and other components on the site should prioritize constructability, cost-effectiveness, and maintenance access. The layout should also consider permitting requirements of the City and external stakeholders (e.g., Pedernales Electric Cooperative).

The site layout also needs to consider the elevation drop across the site. It is typically more cost effective to construct a pump station that has consistent finish floor elevation. In addition, the storage tanks should have the same finished floor elevation so the City can fully utilize the storage capacity. Since the type of pump station influences the building layout, the site plan will be drafted once the pump station type is determined. During Schematic Design, KFA will perform an analysis to determine the ideal pump type for this project that is the most cost effective over the life cycle of the project. KFA has developed two preliminary site plan options based on vertical turbine or horizontal split case pumps, as seen in *Figures 5 and 6* on the following pages. The building configurations shown assume three initial pumps and two additional to meet the ultimate capacity, although that could be modified based on discussions with the City. One of the key features in the site plan layout is compliance with the City's ordinance on driveway separation from intersections. This requirement prevents any driveway access from Ronald Reagan Blvd.

Site Plan Option A (Figure 5) shows a linear setup of the tanks and pump station along the future Crystal Falls Parkway. This layout utilizes the more level area of the site, requiring less grading for the tank construction to put them at the same overflow elevation. The pump station building is at a slightly higher elevation than the tank finished floor, which is better suited to vertical turbine pumps, as horizontal split case pumps have reduced suction capabilities. This layout also minimizes required yard piping and reduces the length of electrical service since the building is closer to Ronald Reagan Blvd. As shown, pumps would be removed from the end of the building via crane inside the building. KFA has also designed pump stations with building removal through hatches in the roof and can prepare a site layout for that option and discuss pros and cons of each with the City.

Site Plan Option B (Figure 6) is intended to utilize horizontal split case pumps, as the pump station building is located to the north of the tanks which is approximately 5 feet lower in existing grade. This will help ensure that the pump station is designed with sufficient available NPSH without having to install the pumps below grade, or reduce the operational

range of the tanks. This layout provides more unused space on the west side of the site for any additional use that the City may desire to make the most efficient use out of the entire property. Horizontal split case pumps require a larger building than vertical turbine pumps, and the building location requires more paving than Option A. In addition, this option requires more yard piping and a longer electrical service than Option A.

In addition to the storage tanks and pump station building, the site layout must consider maintenance access for the emergency generator, fire truck turnarounds, wastewater service, and locating the pad mounted transformer for access by Pedernales Electric Cooperative outside the utility's main fence.

The City does not have any existing wastewater infrastructure near the site. The closest gravity wastewater main is located within Arrowfeather Pass, approximately 1,000 LF to the north of the proposed site. Installing a small diameter force main to discharge into this gravity main would require construction along the busy Ronald Reagan Blvd. and within

FIGURE 5: Proposed Site Plan Option A

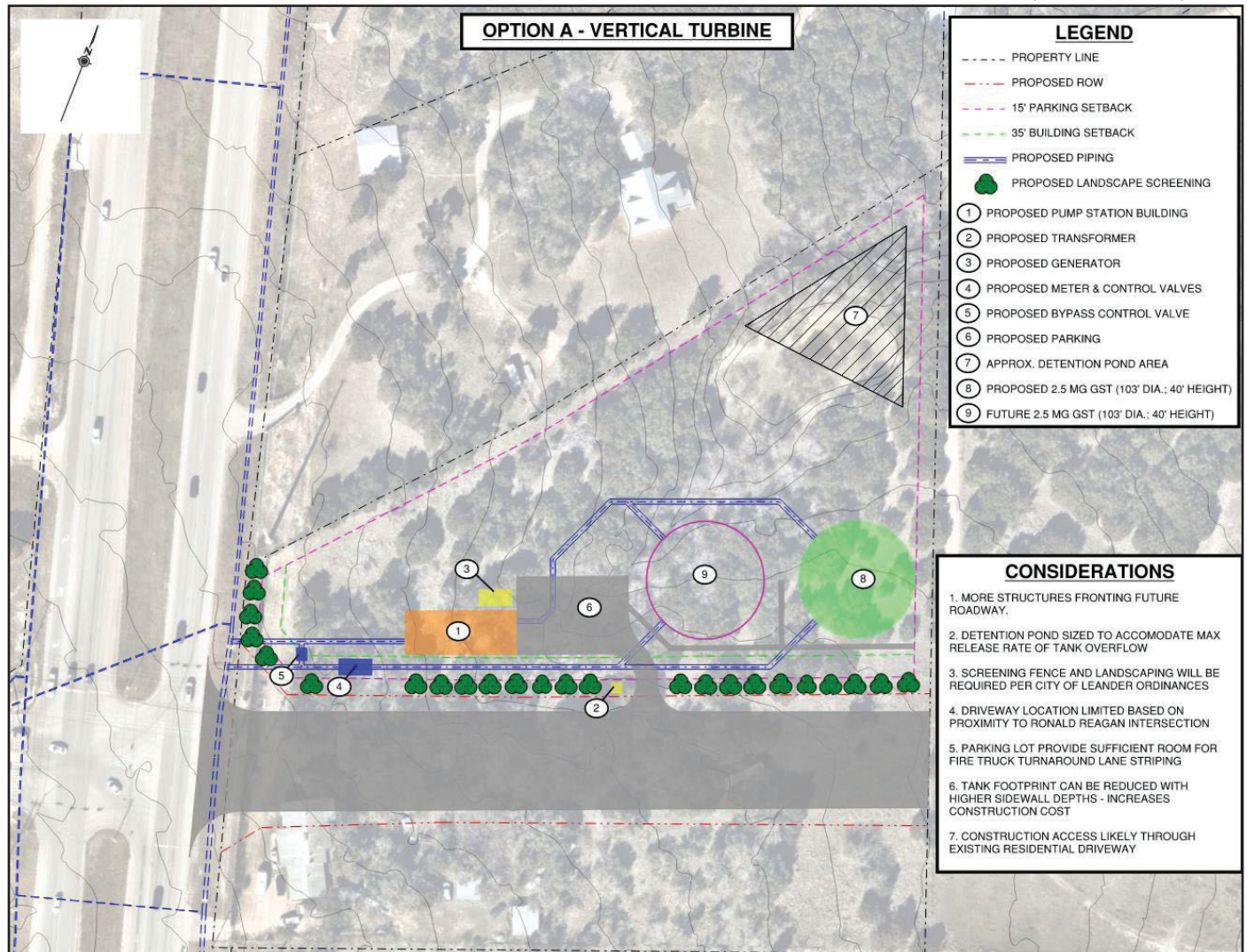
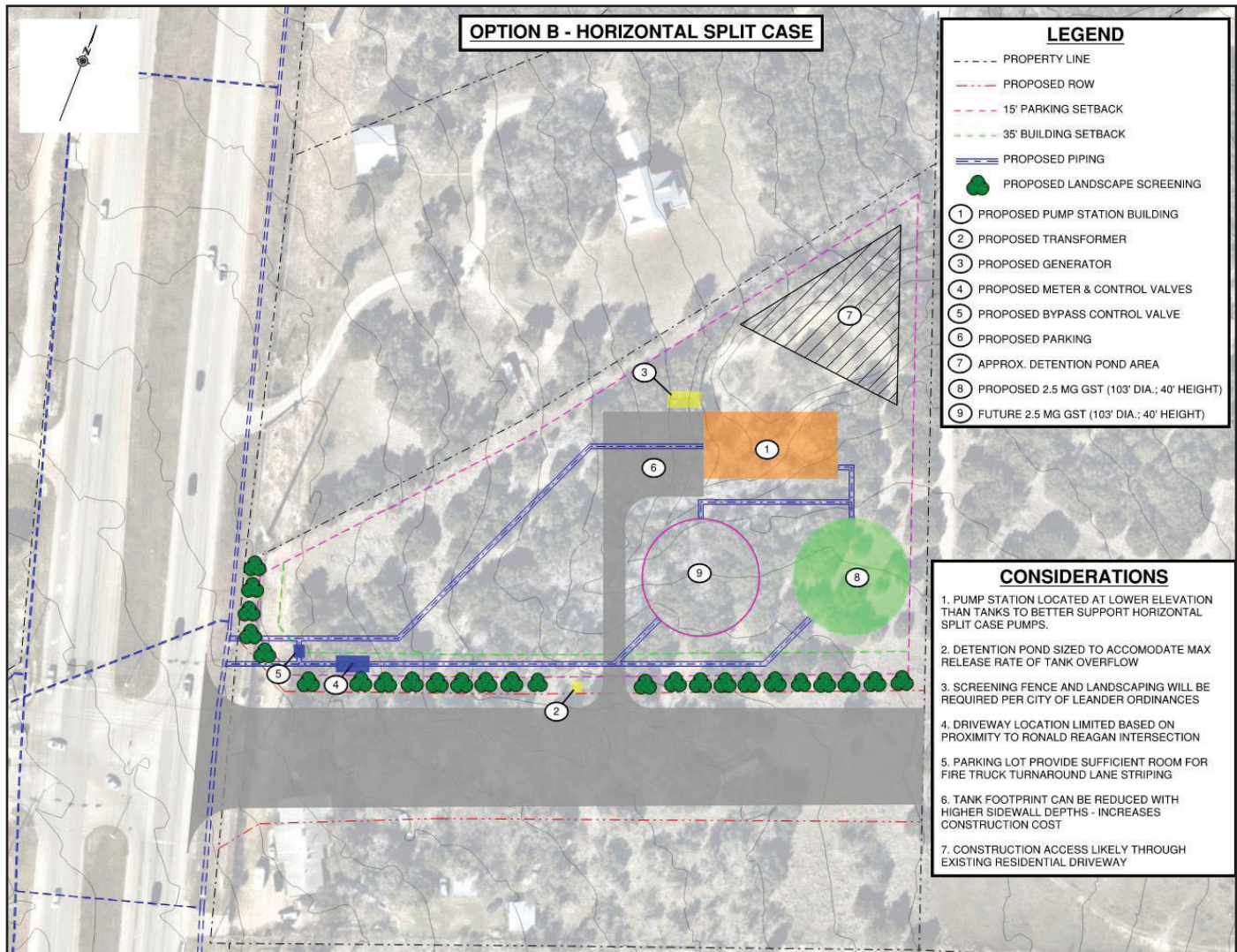


FIGURE 6: Proposed Site Plan Option B



the existing neighborhood, which may not be desired. Another option is to connect to any future wastewater mains that might be installed with the future Crystal Falls Parkway roadway project. There is an existing 36-inch diameter wastewater interceptor approximately 4,000 LF to the east that is downhill from Ronald Reagan Blvd. KFA understands that the roadway project is scheduled for construction to be completed in 2027, which is later than the targeted completion for this project. It is also possible that a small on-site septic system could be utilized for sewer service until a force main or gravity solution is cost-effective. A septic system will require permitting with Williamson County and could impact the site layout based on required setbacks per TCEQ Chapter 285. KFA will coordinate with the City during the design phase to determine the best option for wastewater service based on the City's future infrastructure plans in the area.

As part of the preliminary site layout, KFA will size the required detention pond to ensure the increase in impervious cover on the site does not increase stormwater runoff from the pre-construction condition using Atlas 14 rainfall intensities in accordance with City requirements. KFA will

also consider the potential release rate from the storage tank overflow or tank draining to ensure the pond is sized adequately for those activities. This will help the City be a good neighbor and ensure any releases from the tank (planned or not) do not cause a nuisance to neighboring properties.

As noted previously, the site is located in the Edwards Aquifer Contributing Zone Plan. Per 30 TAC 213.B, these rules apply to "regulated activities disturbing at least five acres, or regulated activities disturbing less than five acres which are part of a larger common plan of development or sale with the potential to disturb cumulatively five or more acres." The pump station construction itself will be less than five acres. However, if the TCEQ views the future Crystal Falls Parkway extension as part of a "larger common plan of development" on the site, the pump station may still be subject to the requirements for a Contributing Zone Plan. This will be discussed with the TCEQ during the Schematic Phase to verify the requirements. If the site disturbance exceeds five acres, water quality best management practices such as ponds or filters will be required to treat stormwater runoff.

TANK CONFIGURATION

KFA anticipates that the storage tanks will be prestressed, wire-wound concrete tanks, although we can design steel tanks if preferred by the City. Recently on the Crystal Falls GST #2 project, KFA designed and bid the tank with both options and the City selected a concrete tank as the best value. Concrete tanks are typically more cost-effective than steel in larger diameters like those proposed for this project. Their limited maintenance requirements also make them less expensive to maintain over the life of the tank. Based on the recent CIP Update effort performed by KFA, it's anticipated that the ultimate storage capacity needed at the site is 5 million gallons (MG). One initial 2.5 MG tank and one future 2.5 MG tank provides the City lower initial capital costs and provides more flexibility for maintenance compared to a single 5 MG tank. Also, having two tanks ultimately provides the City with more flexibility if one tank needs to be taken offline for maintenance or cleaning. In addition, the timing for the second tank is unknown. If growth is slower than projected, construction of the second tank could be postponed to delay those costs.

The site plans shown in *Figures 5 and 6* are based on the most economical tank height of 40 feet with a diameter of 103 feet for a typical prestressed concrete tank. Increasing the tank sidewall height reduces the diameter and overall tank footprint. This could save space for alternative uses, but the minor reduction in diameter (~20 feet narrower) does not seem to add much benefit for the approximately 10-15% additional construction cost per tank.

DISINFECTION

Depending on the length of time between uses during low demand periods, it may be necessary to provide disinfection to maintain the chlorine residual in the system. KFA designed a chloramine booster station for the San Gabriel East Pump Station project and can provide the necessary analysis for this project.

ENVIRONMENTAL, ARCHAEOLOGICAL + GEOTECHNICAL

◆ **Environmental** | The site is located in the Edwards Aquifer Contributing Zone, requiring compliance with the Edwards Aquifer Recharge Zone Rules (TCEQ Chapter 213). The site is also located in Karst Zone 3 as designated in US Fish and Wildlife Service (USFWS) maps, which will require an

assessment of potential karst features as part of a Section 10(a) permit through USFWS. Environmental Task Lead **Richard Klar (RKI)** will lead environmental efforts for the project to ensure compliance.

◆ **Archaeological** | As a political subdivision of the State of Texas, the City of Leander is required to submit the project to the Texas Historical Commission (THC) for review under the Antiquities Code of Texas. Led by Archaeological Task Lead **Steven Tomka (RKI)**, the analysis will include a desktop review of existing documented archaeological sites within the project area and pedestrian surveys, if required by THC.

◆ **Geotechnical** | Task Lead **Yvonne Thomas (RKI)** will develop recommendations for borings and perform testing to determine recommendations for bearing capacity and methods to limit potential vertical rise (PVR), which are critical design elements for the large slabs for the ground storage tanks and for the pump station foundation.

PROJECT IMPLEMENTATION APPROACH

As the City continues to experience rapid growth, it is important to bring the new tank and pump station online as quickly as possible. Large projects like this are complex and take time to design. In addition, the capital construction timeline is very lengthy, with some individual project components such as motor control centers (MCCs) or pumps requiring 12 months or more of lead time. During this phase, KFA will discuss options with the City and finalize the design schedule based on the City's input. Potential options to discuss include separating the tank construction into a package separate from the pump station and yard piping. This approach primarily has cost saving benefits. The tank design can be completed more quickly than the pump station design, allowing that construction element to start sooner. Combining the tank and pump station into a single project will result in markups on specialty subcontractor work (i.e., the tank itself) that can be avoided simply by issuing two bid packages.

In addition to separate bid packages for construction, we anticipate that it will likely also be necessary to pre-purchase long lead items such as MCCs, pumps, and generators to meet expedited project schedules. KFA has experience pre-selecting and pre-purchasing equipment for fast-paced schedules, such as pre-purchasing a flow control valve on the City of Leander **24-inch Bagdad BCRUA Interconnect Pipeline** project.

DETAILED DESIGN PHASE

During the detailed design phase, we will develop the project construction documents with a focus on ensuring constructability and biddability of the plans. We will prepare technical specifications and submit the plans to permitting agencies such as TCEQ and the City of Leander. Cost Estimating Task Lead **Nick Carlisle (Construct-Ability)** is an experienced contractor and has built numerous pump stations and storage tank projects in the Central Texas area. His experience will be invaluable to the project to ensure that

cost estimates are reflective of current market conditions, and also that the design is reviewed with a contractor's mindset to avoid potential conflicts or construction challenges. As shown in the following section, KFA anticipates that it may be necessary to separate the project into several construction packages in order to expedite construction. If authorized by the City, we can create procurement packages for long-lead items such as emergency generators, MCCs, and pumps.

BID / CONSTRUCTION

During bidding the KFA team will respond to pre-bid inquiries, issue addenda, participate in a pre-bid conference, and review construction bids and qualifications. At the conclusion of the bid phase, we will develop conformed documents incorporating all addenda issued during bidding.



The KFA team will provide construction phase services to the extent authorized by the City. Construction services provided by the KFA team would typically include periodic site visits and reporting, shop drawing and pay estimate review, interpretation of the plans and specifications, attendance at construction meetings, and preparation of as-built drawings. The KFA team is ready and able to be immediately responsive to any issues that may arise during the construction phase. Working in close proximity to major roadways with significant traffic adjacent to the work site means that close coordination with the City's inspector and the Contractor will be required to ensure a successful, on schedule, and within budget project. Additionally, both KFA and JRSA have extensive experience working with CPUSA, the City's SCADA integrator, on projects to ensure all controls are setup and communicating with the City's system.

Finally, KFA will issue a Certificate of Substantial Completion certifying that the project was constructed substantially in accordance with the approved plans and specifications. KFA will develop record drawings from the Contractor's redline drawings, issue them to the City, notify jurisdictional agencies of project completion, and assist with gathering any additional project close-out documentation required.

During the San Gabriel Pump Station testing, KFA supported the City by plotting the test points against the original design curve, providing real-time confirmation on the pump capacities.

TAB #6: TIMELINE

PROPOSED TIMELINE

Based on a review of the City's Capital Improvement Program, it is our understanding that the City desires the Project to be in service by FY 2026. For a large project like this with equipment that is currently experiencing significant

lead times for production and delivery (i.e., pumps, MCCS, generator), the overall project schedule is likely to be approximately 34 months as shown in Schedule Option A (Figure 7) below.

FIGURE 7: Schedule Option A

Phase	Schedule (months)																																			
Development Phase																																				
Notice to Proceed & Kick-off Meeting																																				
Site Survey																																				
Schematic Design Phase (30% Design)																																				
Preliminary Site Plan Layouts																																				
Schematic Pump Station Design																																				
Geotechnical Investigation																																				
H&H Analysis and Reporting																																				
Environmental & Archaeological Investigations and Reporting																																				
Detailed Design Phase (60%/90%/100%)																																				
60% Design Phase																																				
90% Design Phase																																				
100% Design Phase																																				
Permitting																																				
Bid Phase																																				
Bid Advertisement, Review, and Contract Execution																																				
Construction Phase																																				
Major Equipment Submittals																																				
Ground Storage Tank Construction																																				
Pump Station Equipment Production & Delivery																																				
Pump Station Construction																																				
Testing and Final Completion																																				

KFA has identified several options to expedite the schedule, such as pre-purchasing long-lead equipment or bidding and constructing the ground storage tank under a separate contract ahead of the pump station. As shown in Schedule Option B (Figure 8) below, KFA would anticipate that this

expedited schedule would last 29 months, or a total schedule savings of 5 months. KFA will coordinate with the City during the Development Phase to better understand the City's schedule needs, and make recommendations for reducing the overall timeframe to bring the Project online.

FIGURE 8: Schedule Option B

Phase	Schedule (months)																												
Development Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29
Notice to Proceed & Kick-off Meeting																													
Site Survey																													
Schematic Design Phase (30% Design)	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29
Preliminary Site Plan Layouts																													
Schematic Pump Station Design																													
Geotechnical Investigation																													
H&H Analysis and Reporting																													
Environmental & Archaeological Investigations and Reporting																													
Detailed Design Phase (60%/90%/100%)	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29
Accelerated Ground Storage Tank Design Phase																													
Ground Storage Tank Permitting																													
60% Pump Station Design Phase																													
90% Pump Station Design Phase																													
100% Pump Station Design Phase																													
Pump Station Permitting																													
Bid Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29
Ground Storage Tank Bid Advertisement, Review, and Contract Execution																													
Pump and Electrical Equipment Pre-Purchase Bid Phase																													
Pump Station Bid Advertisement, Review, and Contract Execution																													
Construction Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29
Pump and Electrical Equipment Submittal Reviews																													
Pump and Electrical Equipment Pre-Purchase & Delivery																													
Ground Storage Tank Submittal Reviews																													
Ground Storage Tank Construction																													
Ground Storage Tank Testing and Final Completion																													
Pump Station Submittal Reviews																													
Pump Station Material Production & Delivery																													
Pump Station Construction																													
Pump Station Testing and Final Completion																													

TAB #7: WORK SAMPLES

PROJECT EXAMPLES



CRYSTAL FALLS ELEVATED STORAGE TANK + PUMP STATION | City of Leander | Leander, TX

KFA designed a new 1.25 MG EST and expanded the Crystal Falls Pump Station to a firm capacity of 12.6 MGD. KFA developed detailed sequencing plans to maintain pump station operations during construction. The project also included the demolition of an existing 0.5 MG EST.





SAN GABRIEL PUMP STATION BUILDING | City of Leander | Leander, TX

The pump station site was very narrow with numerous constraints such as a retaining wall on one side and reserving space for the future San Gabriel EST. KFA designed the building to include removable hatches in the roof so that pumps and the impeller column could be removed for maintenance.

KFA designed the electrical room to be air conditioned to protect the electrical gear. By placing internal windows in the building, visual communication between the operators is possible when operating the pump station in manual mode or performing maintenance while reducing the square footage of required air conditioned space. This saved both capital costs and annual operating costs for the pump station.

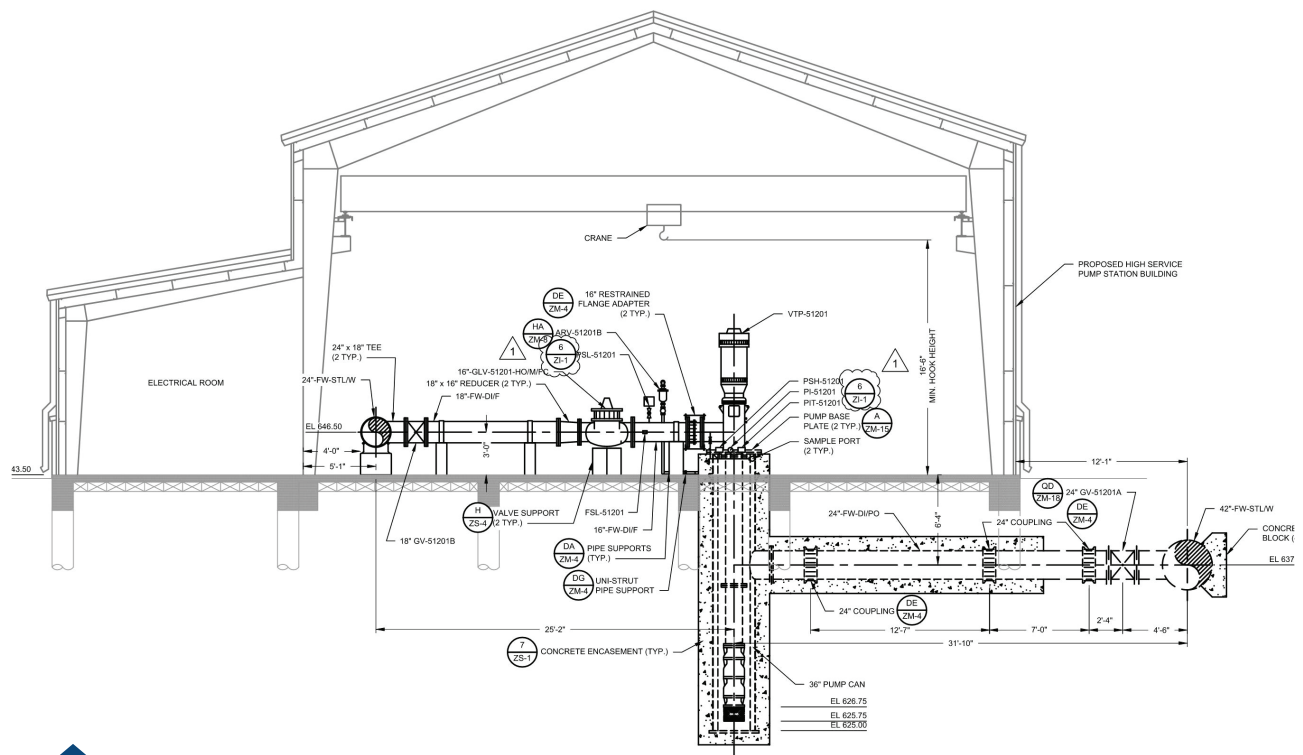
The pump station building was designed with the necessary architectural features, and a stone screening fence was installed around a portion of the site to adhere to the City's Ordinances.



WILLIAMSON COUNTY NORTH MAINTENANCE CAMPUS EXPANSION |

Williamson County | Georgetown, TX

Fuse Architects designed two of the seven buildings at the campus, including the Maintenance Building shown.

**PFLUGERVILLE WATER TREATMENT PLANT EXPANSION |**

City of Pflugerville | Pflugerville, TX

KFA performed preliminary evaluation and detailed design for the expansions of the Lake Raw Water Pump Station and High Service Pump Station at the City of Pflugerville WTP. Condition assessments and hydraulic analyses were performed for both pump stations, and the final design included provisions for future expansions to maximize the use of existing infrastructure and provide the City with the most cost-effective solution.

**EXPERIENCE**

26 Years

EDUCATION

BS, Civil Engineering
San Diego State University, 1996

REGISTRATIONS

Professional Engineer
State of Texas #90614
State of California #C59772

DALE MURPHY, PE**PROJECT MANAGER**

Dale has 26 years of experience in engineering planning, design, and construction management on a wide variety of capital improvement and municipal projects. His experience encompasses master planning, large and small diameter reclaimed water, potable water, and wastewater mains, potable water pump stations, wastewater lift stations, ground and elevated storage tanks, roadway improvements, wastewater treatment plant improvements, TCEQ permitting, tunneling, and drainage improvements. Dale has designed over 15 projects for the City of Leander in the past 15 years, including multiple pump stations and storage tanks similar to this project. In addition, he developed the City's first water master plan and has supported the City with several updates to the original plan as growth has continued.

SAN GABRIEL EAST PUMP STATION |

City of Leander, TX | Dale served as Project Manager and Lead Design Engineer for a new potable water booster pump station built on a greenfield site that will also house a future EST. The pump station will have an ultimate capacity of 25.9 MGD and included over 3,500 LF of 24- to 36-inch diameter pipeline, and a chloramine booster. Dale was responsible for all process mechanical design and coordination with structural, electrical, and geotechnical subconsultants. Dale designed a detailed grading plan that included retaining walls in excess of 20 feet tall in certain areas. He also designed the onsite drainage facilities, fencing, and driveways.

CRYSTAL FALLS ELEVATED STORAGE TANK & PUMP STATION MODIFICATIONS | City of Leander, TX |

Dale served as Project Manager and Design Engineer for the design of a 1.25 MG elevated storage tank and pump station improvements that include replacement of three existing 60 HP pumps with 125 HP pumps. Several options for the pump station expansion were analyzed to expand the firm capacity of the station to 8,750 gpm. The project also includes demolition and removal of an existing 0.5 MG elevated storage

tank, two hydro-tanks, modifications to the onsite piping, improvements to the interior of the pump station, and installation of 10 PRV stations and 89 individual PRVs.

CITY OF LEANDER WATER SYSTEM MASTER PLAN | City of Leander, TX |

Dale served as Project Manager and Project Engineer to create a water system master plan for the anticipated growth in the entire service area of Leander over a 20-year period. A model of the existing system was constructed in WaterCAD to evaluate the current system and to determine required future improvements over the 20-year study period. Model runs consisted of static, extended period (24-hour), and fire flow analysis. From the model results, a CIP program for the water system was developed to include construction of new transmission mains, tanks, and pump stations.

RONALD REAGAN BOULEVARD WATERLINES | City of Leander, TX |

Dale served as Project Manager for this series of projects to construct over 11,000 LF of 16-inch to 42-inch water main within the ROW of Ronald Reagan Boulevard for the City of Leander. The new pipeline was designed and constructed over four phases and will be the waterline that feeds the Ronald Reagan GST and PS project. The project included trenchless crossings of roadways, and an open cut crossing of the South San Gabriel River. Dale worked closely with the City on construction phasing, traffic control plans, and permitting of the projects.

SAN GABRIEL ELEVATED STORAGE TANK | City of Leander, TX |

Dale serves as Project Manager for the design and construction of a new 1.25 MG EST to be located on the same property as the recently constructed San Gabriel East Pump Station. The tank will serve both as elevated storage for the 1127 pressure plane, and as a suction tank for the pump station. This project is key in further developing the City's water system, and will assist in providing redundant water supply to portions of the City.

BAGDAD BCRUA 24-INCH INTERCONNECT PIPELINE | Leander, TX |

Dale served as the Project Manager for the design of approximately 3,300 LF of a 24-inch diameter ductile iron waterline along Bagdad Road from a stub-out connection to the BCRUA system within New Hope Road to the City's Terminus ground storage tank and pump station site. The project served as a critical additional BCRUA supply point into the City's water system, and will ultimately feed the new Terminus GST and Pump Station that is currently under design. The project included multiple flow control valves and metering for both the City and BCRUA operators to be able to control the flow as needed. Due to Bagdad Road being a busy roadway and having several utilities already within the right-of-way, KFA designed the pipeline within an easement through a large drainage channel. Dale coordinated extensively with the City and BCRUA operators to identify necessary control logistics and flow monitoring.



GREG BLACKBURN, PE DEPUTY PROJECT MANAGER



Greg has 12 years of engineering experience on water, wastewater, stormwater, and transportation projects for local counties, municipalities, state departments, river agencies, and the federal government. His experience includes water and sewer pipeline design and rehabilitation, wastewater treatment plant design, sewage lift station and water pumping station design, and modeling for both water and sewer systems.

EXPERIENCE 12 Years

EDUCATION
BS, Civil Engineering
University of Texas at Austin, 2011

REGISTRATIONS
Professional Engineer
State of Texas #121663

SAN GABRIEL EAST PUMP STATION | City of Leander, TX | Greg served as Project Engineer for the design of a new 4,200 gpm pump station to serve population growth in northeast Leander. Greg modeled the pump station in WaterCAD V8i to determine pumping capacity requirements and system head, and used the results to assist with selecting the appropriate vertical turbine pumps. He also led the design effort for approximately 3,500 LF of 24- and 36-inch ductile iron waterlines, including open-cut and jack and bore installation, and assisted with the site design and grading.

SAN GABRIEL EAST ELEVATED STORAGE TANK | City of Leander, TX | Greg served as the Assistant Project Manager for the design of a new 1.25 MG elevated storage tank for the City of Leander. The tank will serve the City's 1127 pressure plane and also as the section tank for the San Gabriel East Pump Station. The project site presents challenges for construction access and for tank construction, which required extensive coordination with the City staff and tank contractors to identify feasible access routes and temporary construction easements that will be used for tank construction.

Greg led the City of Leander permitting effort for the project. The project is currently under construction and is expected to be completed in 2024.

BAGDAD BCRUA 24-INCH INTER-CONNECT PIPELINE | City of Leander, TX | Greg served as the Assistant Project Manager for the design of approximately 3,300 LF of a 24-inch diameter ductile iron waterline along Bagdad Road from a stub-out connection to the BCRUA system within New Hope Road to the City's Terminus ground storage tank and pump station site. The project served as a critical additional BCRUA supply point into the City's water system, and will ultimately feed the new Terminus GST and Pump Station that is currently under design. The project included multiple flow control valves and metering for both the City and BCRUA operators to be able to control the flow as needed. Greg led the design effort for KFA and successfully completed the design within an expedited schedule. Greg led the permitting efforts to obtain City of Leander permitting approval, and coordinated extensively with the City and BCRUA operators to identify necessary control logistics and flow monitoring. During construction, Greg led progress meetings and coordination with the City and contractor.

SAN GABRIEL WATERLINE | City of Leander, TX | Greg served as the Assistant Project Manager for the design of approximately 6,500 LF of a 24-inch diameter ductile iron waterline along existing and future San Gabriel Parkway. The project was critical for the City's water system to provide

an additional east-west route for moving water through the northern portion of the system. Approximately half of the project was along a future extension of San Gabriel Parkway, which required extensive coordination with the City, property owners, and developers to identify an alignment that would not be in conflict with the future roadway construction. Greg led the design effort for KFA and successfully completed the design within an expedited schedule. Greg led the permitting efforts to obtain City of Leander permitting approval. The project was bid with both ductile iron and PVC as pipeline material options, with the City ultimately selecting ductile iron. During construction, Greg led construction progress meetings and the coordination with the City and contractor.

BRUSHY CREEK REGIONAL WWTF-EAST PLANT EXPANSION | Round Rock, TX | KFA was hired as a subconsultant for the design of an expansion of the Brushy Creek Regional Wastewater Treatment Facility – East Plant from 20 MGD to 30 MGD. Greg is currently serving as the Assistant Project Manager overseeing all of KFA's tasks on the project, which include design of 60-inch interceptors, a 60 MGD influent lift station with a septage receiving station, a 60 MGD UV disinfection system, a 60 MGD fine bubble post aeration system, yard piping, and general site/civil. During preliminary design, Greg reviewed historical flow and rainfall data to develop flow projections to confirm the expansion capacity, and evaluated floodplain mitigation options for plant structures.



TOM OWENS, PE

PROJECT PRINCIPAL + QA/QC



Tom, Executive Vice President of KFA, has focused his career on water supply and wastewater collection system and treatment projects. He has extensive experience in the planning, design, specification development, permitting, and coordination of projects serving primarily public clients. These projects include water and wastewater transmission mains, pumping stations, sewer system rehabilitation projects, water distribution system modeling, and wastewater treatment plant permitting and design.

EXPERIENCE

27 Years

EDUCATION
BS, Civil Engineering
University of Houston, 1994

REGISTRATIONS
Professional Engineer
State of Texas #84764

CITY OF LEANDER WATER SYSTEM MASTER PLAN | City of Leander, TX | Tom served as Senior Technical Advisor on this study to develop a Water System Master Plan for Leander's proposed water service area. In general, the study consists of developing population and water usage projections for the service area through a 20-year time horizon and determining transmission, pumping, and storage improvements necessary to serve the projected growth.

CRYSTAL FALLS ELEVATED STORAGE TANK & PUMP STATION MODIFICATIONS | City of Leander, TX | Tom served as Project Principal for the design of a 1.25 MG elevated storage tank and pump station improvements that include replacement of three existing 60 HP pumps with 125 HP pumps. Several options for the pump station expansion were analyzed to expand the firm capacity of the station to 8,750 gpm. The project also includes demolition and removal of an existing 0.5 MG elevated storage

tank, two hydro-tanks, modifications to the onsite piping, improvements to the interior of the pump station, and installation of 10 PRV stations and 89 individual PRVs.

LCRA SANDY CREEK INTAKE BARGE | Cedar Park, TX | Tom served as Project Manager on this fasttrack project to provide engineering design required for implementation of temporary modifications at the existing intake site to allow for continued pumping operations over the range of lake levels from elevation 620 msl to 605 msl. The project required a phased implementation schedule to avoid unnecessary improvements to the intake in the case of lake levels rising. KFA evaluated several options; including replacing the existing vertical turbine pumps with horizontal split case pumps; constructing a new, temporary barge; and shortening the existing vertical pumps.

LCRA SOUTHWEST PARKWAY PUMP STATION EXPANSION | Bee Cave, TX | Tom served as Project Manager and Lead Design Engineer for the preliminary engineering, design, bid, and construction phases to expand this existing pump station from 3,667 gpm to 5,600 gpm firm capacity. The project included planning for future expansions to 10,800 gpm firm capacity and a surge analysis.

BRUSHY CREEK REGIONAL WASTEWATER TREATMENT FACILITY - EAST PLANT EXPANSION | Round Rock, TX | KFA was hired as a subconsultant for the design of an expansion of the Brushy Creek East Regional Wastewater Treatment Facility – East Plant from 20 MGD to 30 MGD. Tom served as QA/QC and Senior Technical Advisor. The project includes design of 60-inch interceptors, a 60 MGD influent lift station with a septage receiving station, a 60 MGD UV disinfection system, a 60 MGD fine bubble post aeration system, yard piping, and general site/civil improvements.

CARMEL/SORENTO LIFT STATION | Pflugerville, TX | Tom served as Project Manager on this project to design, bid, and construct a new regional lift station in the Wilbarger Creek Basin. The major scope of services for this project included lift station site selection, force main alignment analysis, wet well and pump sizing and phasing to accommodate for development in the area, force main sizing to accommodate future anticipated flows, permitting, development of construction plans and technical specifications, and bidding and construction services. The lift station is approximately 52-feet deep, 25-feet in diameter, and designed for an ultimate firm capacity of 6,000 gallons per minute. The force main is 9,000 LF in length and 24-inches diameter.



EXPERIENCE

25 Years

EDUCATION

BS, Civil Engineering
Texas Tech University, 1997

REGISTRATIONS

Professional Engineer
State of Texas #93693

Envision Sustainability Professional
Institute for Sustainable Infrastructure,
#41017

Leaking Petroleum Storage Tank Project
Manager
TCEQ, PM0000144

Certified Construction Document
Technician

SOUTHWEST PUMP STATION

IMPROVEMENTS | City of Houston, Texas | Sheldon served as the Design Manager for the project that included the design of a new 18,000-gpm booster pump, six 18,000-gpm booster pump rehabilitations, influent metering and flow control station, overflow weirs and vent modifications, 36-inch diameter well collection line spool piece and ammonia injector replacement, chlorine and ammonia injection improvements, replacement of 2,500 linear feet of 24 and 30-inch distribution lines from the pump station to Richmond Avenue crossing US 59, and ammonia feed improvements.

SHELDON BUCK, PE, ENV SP

PUMP STATION + GROUND STORAGE TANK

DESIGN LEAD

Sheldon has 25 years of experience that includes all aspects of master planning, design, permitting, construction administration, and operations optimization of public and private sector pump stations, water treatment, and wastewater treatment. Sheldon's experience includes large and small diameter collection systems, lift stations and wastewater treatment plants. Sheldon has completed green field, rehabilitation, and expansion treatment plant projects with capacities from 2.0 to 180 MGD. Sheldon's experience delivering projects utilizing traditional design/bid/build, design/build, and construction manager at risk delivery methods provides him with in-depth insight into the procedures and practices required to deliver projects during the planning, design, and construction phases.



RIVERSTONE GROUNDWATER PLANT IMPROVEMENTS | City of Sugar Land, Texas

Sheldon served as the Project Manager for the project that included the addition of components for flow control and metering of incoming surface water, mixing of surface water and groundwater, and increasing the capacity of the booster pump station. Improvements include a 1.5-million-gallon pre-stressed concrete ground storage tank, addition of mechanical mixing equipment at two ground storage tanks, chemical feed modifications, computer modeling of the distribution system and addition of two distribution system booster pumps.

SANDY CREEK WATER TREATMENT PLANT EVALUATION | City of Leander, TX

Sheldon served as the Technical Lead for the assessment of the treatment plant's treatment capacity and identification of process modifications or operational improvements necessary to improve the process and obtain the rated capacity. Although listed with a capacity of 12.0 MGD, the plant struggled to consistently obtain 9.0 MGD. Sheldon performed a complete analysis of the facility, calculated system capacities based on the record drawings, performed a site visit to observe the entire treatment process, and conducted interviews with operations staff. Sheldon determined

that the leading cause of the capacity issues was undersized sludge lagoon that allowed solids to return to the treatment process. Sheldon proposed improvements to the residuals management system along with operational modifications that will enable the plant to obtain the rated treatment capacity. Sheldon provided recommendations for additional improvements and prepared a schedule for the City.

STORMWATER PUMP STATION #3 EMERGENCY REPAIRS | City of Aransas Pass, TX

Sheldon served as Technical Lead for the condition assessment and rehabilitation evaluation for the existing 24.0 MGD pump station and alternative evaluation for a new 144.0 MGD pump station. This project included an emergency condition assessment, identifying interim improvements options, and developing project screening costs for interim improvements to increase the reliability and resiliency of Pump Station #3 for the next three to five years until a new pump station with sufficient capacity for the drainage area could be designed and constructed. Options for a 144.0 MGD coastal storm water pump at the existing site were developed. This allowed the City to program the \$6,000,000 in the City budget and obtain funding through sources, such as a Community Development Block Grant.

**EXPERIENCE***37 Years***EDUCATION***BS, Civil Engineering**University of Houston, 1985**BS, Environmental Engineering**Sam Houston State University, 1973***REGISTRATIONS***Professional Engineer,**State of Texas #63254**Wastewater Treatment Plant Operator**Texas Class B**Board Certified Environmental Engineer***TRENT SLOVAK, PE, BCEE****QA/QC**

Trent has extensive experience in environmental engineering in the planning, process selection, permitting, evaluation, design, construction management, and operations of municipal and industrial water and wastewater infrastructure projects. Trent has specialized expertise in treatment process evaluations and condition assessments, waste stream characterization, pilot testing, and process selections and designs. He has led teams as Project Principal, Project Manager, and Technical Advisor for a wide range of projects involving source water and influent wastewater characterization and treatability evaluations, capacity and condition assessments, pilot and demonstration testing, designs for “green field” plants and existing facilities, hazard mitigation, regulatory agency compliance and permitting, and start-up and commissioning. He has expertise and experience with water and wastewater plant residuals treatment, dewatering, handling, and disposal.

Trent has specialized expertise and experience with FEMA related assessments and cost recovery activities for wastewater facilities damaged by extreme weather events. This includes a current assignment a technical advisor to Houston Public Works for the Hurricane Harvey Cost Recovery/Strategic Asset Management project assisting with the oversight of consultant teams evaluating diversion/consolidation mitigation measures for major wastewater treatment plants and lift stations. Utilizing his experience as a licensed Texas Class B Wastewater Treatment Plant operator, he has conducted performance and trouble-shooting evaluations, capacity audits, performed operability reviews, and has led on-site operator training, start-up, and testing programs.

SURFACE WATER TREATMENT PLANT | City of Sugar Land, TX |

Trent served as Project Principal and Membrane Piloting Task Technical Lead for the engineering of the low pressure membrane, reverse osmosis membrane, granular activated carbon, and chemical feed systems for a new 9 MGD surface water treatment plant as a subconsultant. The facility was designed for future expansion of 22 MGD.

GROUNDWATER PLANTS**CONVERSION PROJECT | City of**

Sugar Land, TX | Trent served as Project Principal for the planning and design improvements project to upgrade existing groundwater plants to facilitate the acceptance of treated surface water. The project included the design of piping, valve, chemical, and instrumentation and control improvements, as well as the development of blending and water quality management strategies.

DRINKING WATER TREATMENT OPTIMIZATION & SUPPORT PROJECT |

City of Houston, TX | Trent served as Project Principal and led technical tasks including assignments to evaluate sedimentation basin sludge collection systems, dual media filter performance, chemical optimization, and lime feed system enhancements at the Northeast Water Purification Plant.

BAWA SURFACE WATER TREATMENT PLANT HIGH SERVICE PUMP STATION IMPROVEMENTS | City of Baytown,

Texas | Trent served as the Project Principal for the design of a new 26 million gallon per day high service pump station (HSPS). The project included intercepting the existing 54-inch diameter steel pump suction manifold and discharge manifold for construction of the new pump station.

CAPERS RIDGE PUMP STATION TECHNICAL ADVISOR, COASTAL WATER AUTHORITY | TX |

As Project Manager, Trent oversaw the program management, technical design review and support of the proposed 500-MGD pump station with dual 96-inch diameter pipelines and 23-mile canal system. Trent provided engineering review comments and design guidance for the milestone design submittals, value engineering concepts, and operations and maintenance considerations. The project included evaluating the proposed pump systems, inlet trash racks, pump inlet bay design, pump discharge piping, sediment control system, and 3-mile long dual 96-inch pipeline design, with provisions for pigging stations at the head of each pipeline.



EXPERIENCE

5 Years

EDUCATION

BS, Civil Engineering
The University of Texas at Austin, 2018

REGISTRATIONS

Professional Engineer
State of Texas #145665

SAN GABRIEL ELEVATED STORAGE

TANK | City of Leander, TX | Dan is serving as the Project Engineer for the design and construction of this 1.25-million-gallon Elevated Storage Tank (EST) which serves as elevated storage for the 1127 pressure plane, as well as a suction tank for the pump station. The EST will be constructed on the same property as the San Gabriel East Pump Station. Due to the remote nature and lack of access to the site, one of Dan's tasks is to keep in close contact with subconsultants such as the tank manufacturer, retaining wall design teams, and surveyor, as well as the City. Throughout the design process Dan helped with the tank details, site grading, OPCC, and plan sheet production. The project is currently under construction and expected to be completed in 2024.

SAN GABRIEL WATERLINE | City of Leander, TX | Dan served as Project Engineer for the design and construction of this project, which includes approximately 6,500 LF extension of a 24-inch diameter water transmission main. The pipeline will allow for the east-west movement of water on the northern portion of the City's water system. Throughout the design process Dan was responsible

DAN CHILARESCU, PE

PUMP STATION + GROUND STORAGE TANK
DESIGN SUPPORT



Since the start of his engineering career, Dan has focused on water and wastewater distribution. During his time at KFA he has worked on a variety of public works projects for the State as well as the City. In this time he has become proficient in GEOPAK Water/Sewer, MicroStation, AutoCAD, Civil3D, and gained a better understanding of various local and statewide design guidelines. His resume and knowledge are expanding as he continues to grow within the KFA Team.

for setting the plan and profile, conflict analysis, client coordination, and development of the plan sheets, specifications, OPCC, and permitting. During the construction phase Dan reviewed submittals, RFIs, change orders, and lay schedules.

WATER TREATMENT PLANT

EXPANSION | City of Pflugerville, TX | Dan served as the Project Engineer for this expansion project, which initially began as a PER and is currently in the construction phase. Dan helped with the design of the process mechanical components needed to expand the Lake Pump Station from 17 MGD to 33.7 MGD, as well as the site paving. Throughout the design process he worked to evaluate existing and proposed hydraulic conditions and develop the Lake Pump Station plan and profile, pump selection recommendations, preliminary P&IDs, specifications, and cost estimate. During construction, Dan has taken on the role of point-of-contact, and also reviews submittals and RFIs.

SAM BASS ROAD 42-INCH WATER

TRANSMISSION MAIN | Williamson County, TX | Dan is serving as a Project Engineer on the KFA team for this project, which initially began as a PER and is currently in the design phase. In the PER phase Dan prepared a Route Study and performed preliminary engineering services to determine a preferred alignment, pipeline material, construction methodology, and explore potential design, bidding, and construction alternatives to efficiently

install the water main within the Sam Bass Road ROW. During this phase he also took on project management tasks such as client billing and coordination. Following the PER phase KFA was selected for the design phase where Dan conducted all design calculations, prepared the plan and profile sheets, details, specifications and OPCC for approximately 13,000 LF of 42-inch transmission main. He also coordinated with the County, City, TCEQ, and individual homeowners for permitting and easement acquisition.

183A PHASE III | Williamson County,

TX | Dan is serving as a Project Engineer on the KFA team hired as a subconsultant to perform the water line relocation and utility coordination for the 183A Phase III expansion. The roadway portion of this project will extend the 183A toll road north to SH 29 in Williamson County. Dan was responsible to working with the City of Georgetown to identify water lines in conflict with the proposed roadway and corresponding infrastructure. Once the lines to be relocated were determined, he worked to set the new alignments and profiles in order to avoid all future conflicts. Dan then put together the plan and profile sheets as well as the OPCC to be submitted to the client. The project is currently in the construction phase where he is reviewing submittals and RFIs, working with other disciplines to make necessary design changes, and performing site visits.



EXPERIENCE

6 Years

EDUCATION

BS, Civil Engineering
University of Illinois, 2016

REGISTRATIONS

Professional Engineer
State of Texas #140772

WATER TREATMENT PLANT

EXPANSION | City of Pflugerville, TX | Allison served as Project Engineer for the Pflugerville Water Treatment Plant Expansion. This project included designing improvements to increase the capacity of the Lake Raw Water Pump Station (LRWPS) from 18.0 MGD to 32.5 MGD and High Service Pump Station (HSPS) from 25.7 MGD to 35.0 MGD in order to accommodate a WTP expansion to 30.0 MGD. Allison was responsible for the design of the expansion of the HSPS. Allison led the initial expansion consideration, developing four scenarios to accommodate the needed increase in capacity. The evaluation included comparing alternatives for expanding the existing HSPS and constructing a new HSPS that would serve two separate pressure planes. A new 6.0-MGD HSPS was determined to be the most cost-effective solution. The design included provisions for expanding the HSPS to 48.0 MGD with future WTP expansions. Allison evaluated the existing and proposed hydraulic conditions to develop the system curves and perform initial pump selection. Finally, Allison developed the preliminary P&IDs, and the final HSPS mechanical construction plans,

ALLISON DENSLER, PE

PUMP STATION + GROUND STORAGE TANK
DESIGN SUPPORT



Allison has six years of engineering experience providing services on water and wastewater projects for local counties, municipalities, state departments, river agencies, and the federal government. Her experience includes water and wastewater pipeline design and rehabilitation; wastewater treatment plant design; sewage lift station and water pumping station design; hydraulic modeling of water distribution systems; and general development reviews and engineering services for localities in Central Texas.

specifications, and cost estimate.

Allison is currently performing construction phase services for the project, including reviewing material submittals, and RFIs for the project.

LEANDER CRYSTAL FALLS GROUND STORAGE TANK | City of Leander, TX |

Allison served as Assistant Project Manager and Project Engineer for the Crystal Falls Ground Storage Tank (GST) 2 for the City of Leander. The project included the design of a new 1 MG GST on the Crystal Falls site with an existing Elevated Storage Tank (EST) and GST. Allison was responsible for the design of the yard piping; site development, including hydraulic and hydrologic analysis; driveway and generator pad; and of two alternative 1 MG water ground storage tanks. Allison created two complete construction sets, one for the concrete and one for the steel design alternatives, in addition to two cost estimates. Allison assisted with the construction management through the construction period, reviewing construction submittals and project RFI's.

BAGDAD BCRUA 24-INCH INTERCONNECT PIPELINE | City of Leander, TX | Allison served as Project Engineer for the design of a 24-inch diameter water main from the BCRUA transmission line along New Hope Dr to the City of Leander Terminus Water Facility at Bagdad Rd and Kettering Dr. This BCRUA connection point will ultimately feed the new Terminus GST and Pump Station that is currently

under design. The additional water supply source was critical for the City of Leander to provide redundancy to the water system. Allison conducted the preliminary route analysis, to choose between the congested Bagdad right-of-way and a nearby drainage and public utility easement, and designed the 3,300 LF of waterline once the easement route was chosen. Allison successfully completed the design within an expedited schedule and assisted with permitting efforts to obtain City of Leander permitting approval.

BRUSHY CREEK REGIONAL WASTEWATER SYSTEM EAST PLANT EXPANSION | Round Rock, TX |

KFA was hired as a subconsultant for the design of an expansion of the Brushy Creek East Regional Wastewater Treatment Facility – East Plant from 20 MGD to 30 MGD. Allison served as design task lead on several items included in the KFA scope. During preliminary design, Allison headed the design of the proposed headworks building, including analyzing several design variations, and reviewed historical flow and rainfall data to develop flow projections to confirm the expansion capacity.

During final design, Allison completed the 60-MGD post-aeration system design, including basin sizing and blower requirements. Allison also led the yard piping design for the plant, including a total of 50,000 LF of pipe, ranging in size from 0.5-inch to 78-inch.



CRAIG HEBBE, PE DRAINAGE + WATER QUALITY



Craig has more than 23 years of design, plan production, and management experience in drainage design. He has extensive experience with TCEQ Edwards Aquifer water quality design, hydrologic and hydraulic computer modeling, storm sewer design, water quality pond design, cross culvert design, erosion control, preparation of Water Pollution Abatement Plans (WPAP), preparation of Storm Water Pollution Prevention Plans (SW3P), and ROW determination. Craig's experience with transportation drainage design will provide a valuable link for coordination with the future Crystal Falls Parkway extension through the pump station site.

EXPERIENCE

23 Years

EDUCATION

BS, Civil Engineering
University of Texas at Austin, 1999

REGISTRATIONS

Professional Engineer
State of Texas #94722

CORRIDOR E1 PS&E | Williamson County, TX | Craig served as the Drainage Task Lead for Phase 1, which consisted of 2 miles of existing road reconstruction and green field construction of a 2-lane road that will ultimately be the eastbound frontage road. He managed hydrologic studies, modeling, complex hydraulic design and impact assessment for 2 Bridge Crossings and multiple detention ponds. In order to meet UBCWCID criteria, grading was necessary within their inundation easement to provide storage necessary for increase in impervious cover and fill placed within the inundation easement. Additionally, Craig managed the grading of the detention pond on the west end to tie to existing and proposed adjacent developments. Craig also oversaw design of parallel drainage structures and grading design within the ROW, and coordinated SCS Pond #21 mitigation with UBCWCID. He is currently providing construction phase services, reviewing drainage submittals and requests for information.

HAIRY MAN ROAD PS&E | Williamson County, TX | Craig served as the Drainage Task Lead for safety improvements, which included the addition of shoulders, rumble striping,

and left turn lanes into the parking lots of Olson Meadows Park and Creekside Park. Craig was responsible for preparing the PS&E components for the cross culverts, storm sewer and ditch design including grading to fit within the ROW. He also managed the water quality plan over the Edwards Aquifer, which included calculations for Total Suspended Solids (TSS) removal per TCEQ RG 348 and the design of two Stormceptors to get TCEQ approval of the CZP.

CORRIDOR C SH29 BYPASS PS&E | Williamson County, TX | In order to maintain existing water surface elevations at FEMA bridges, channels were regraded to increase capacity under the bridge and maintain no adverse impacts. Additionally, multiple culvert outfalls needed grading in order to daylight water and prevent erosion. The first phase of roadway will consist of over three miles of green field construction with one lane and a shoulder in each direction. He managed hydrologic studies, modeling, and complex hydraulic design. Craig also oversaw design of parallel and cross drainage structures, SW3P design and temporary drainage facilities.

RONALD REAGAN BOULEVARD FM 734 (PARMER LANE) EXTENSION-TXDOT AUSTIN DISTRICT | Williamson County, TX | While with another firm, Craig served as Drainage Design Engineer for the extension eight miles of Parmer Lane (Ronald Reagan Blvd.) from RM 1431 to SH 29, including Kauffman Loop. Tasks included design of ditches, storm sewer, cross drainage,

erosion control, and SW3P. Craig also designed the water quality plan over the Edwards Aquifer, and compiled and submitted three WPAP's and one Contributing Zone Plan (CZP) to the TCEQ. Water quality design included vegetative filter strips, grassy swales, and sand filtration ponds. Design tools utilized include THYSYS and GEOPAK Drainage.

LOOP 337 | City of New Braunfels, TX | Craig served as the Water Quality Task Lead for the 1-mile project to add mainlanes and an overpass. The project is over the Edwards Aquifer and required calculations for Total Suspended Solids (TSS) removal to meet TCEQ requirements. Vegetated Filter Strips and multiple Jellyfish were used to meet removal requirements.

TxDOT SH 123 | Stockdale, TX | Craig served as Drainage Task Leader for the widening and rehabilitation of approximately 33 miles of existing SH 123 between SH 46 and BS 187. Roadway construction ranges from widening existing pavement to add shoulders to spot base repair and the overlay of existing pavement. As Drainage Lead, Craig was responsible for designing the H&H analysis to determine modifications to 63 existing cross culverts to accommodate the proposed roadway. The hydrologic analysis included the creation of a HEC-HMS model while HEC-RAS and FHWA HY-8 software was used for the hydraulic analysis in accordance with TxDOT requirements.



Nick Carlisle – Constructability Review & Cost Estimating Task Lead



ABOUT

Nick Carlisle is a third generation Texas contractor. Starting his career in the field, Nick has gained the knowledge and experience beneficial to owners/engineers and subcontractors alike. As a Superintendent and Project Manager for a general contractor, Nick has managed projects up to \$65M in construction. Over the last 24 years Nick has estimated over 1000 projects in the municipal utility and heavy civil market totaling over \$800M in constructed value. As a contractor, Nick self-performed site preparation, excavation, pre-cast and cast-in-place concrete, piping, and process mechanical installation all over the United States. One of the many

highlights throughout his career was the design-build water treatment plant for the City of Georgetown. This project was one of the very first municipal projects delivered using Alternative project delivery. Throughout Nick's career he has shown his aptitude for process controls, fair market value, quality projects within budget and time constraints.

Total Years of Experience: 24

Years at Current Firm: 10

AFFILIATIONS & CERTIFICATIONS & SKILLS

- Project Management Institute (PMI) – Member
- American Association of Cost Engineering (AACE) - Member
- American Water Works Association (AWWA) - Member
- Water Environmental Federation (WEF) - Member
- OSHA 30 Hour – Certified
- Microsoft Office Suite / Microsoft Project (Scheduling)
- Primavera P6 – Oracle Certified P6 Scheduler
- Estimated over 1000 Projects in my professional career totaling over \$ 800,000,000.00
- Estimated and Project Managed 50+ projects in my career spanning the United States
- Project Types: Municipal Utility Construction, Heavy Civil, Industrial/O&G
- Project Size:
 - \$5,000.00 - \$65,000,000.00 (Manage)
 - \$ 5,000.00 - \$ 135,000,000.00 (Estimating)
- Bid2Win / Heavy Bid (HCSS) / Hard Dollar (Estimating)
- Agtek Excavation Software
- Planswift (Digital Take-off Software)
- Computerease Project Management and Accounting
- Estimation (Electrical Estimating Software)
- Accubid – Certified Operator (Mechanical & Electrical Estimating)
- AutoCAD / Draftsight

EDUCATION

SEPT 1997 – MAY 1998 | HOWARD PAYNE UNIVERSITY, BROWNWOOD, TEXAS

Major: Business Administration

SEPT 1998 – MAY 1999 | CONCORDIA UNIVERSITY, AUSTIN, TEXAS

Major: Business Administration

RELEVANT PROJECT EXPERIENCE

SAWS Market Street Pump Station Phase 3 - 3rd Party Estimate-Construct-Ability provided constructability review and cost estimating for all phases of design for this project as an independent consultant on behalf of SAWS.

SAWS Marbach Pump Station Expansion- 3rd Party Estimate-Construct-Ability provided constructability review and cost estimating for all phases of design for this project as an independent consultant on behalf of SAWS.

SAWS Seale Pump Station- 3rd Party Estimate-Construct-Ability provided constructability review and cost estimating for all phases of design for this project as an independent consultant on behalf of SAWS.

Nick's experience as a general contractor includes many local pump station and storage tank projects for Central Texas utilities.

<u>Construction Projects Completed</u>	<u>Municipality</u>	<u>Contractor Type</u>
Bagdad Pump Station	City of Leander	General Contractor
Steiner Ranch Booster Pump Station	TCWCID 17	General Contractor
Eastside Booster Pump Station	City of Copperas Cove	General Contractor
Market Street Pump Station	SAWS	General Contractor
Dog Ridge Water Supply Pump Station	Dog Ridge Water Supply	General Contractor
City of Manor 130 Pump Station	City of Manor	General Contractor
Williams Drive Pump Station	City of Georgetown	General Contractor



CONSTRUCT
— ABILITY, LLC —



BETH GUILLOT, AIA, LEED AP BD+C

Principal / President, Fuse Architecture Studio

512.699.3083 | beth@fuse-arch.com

Project Role

Principal-in-Charge

Education

Bachelor of Architecture,
Louisiana State University,
1995

Professional Registrations

Registered Architect,
Texas #19038
Arkansas, Arizona, Kentucky,
Indiana, Louisiana, New
Mexico
NCARB #135274
Registered Interior Designer,
Texas #12331
LEED Accredited Professional
Building Design + Construction

Year Hired

2014 (Co-Founder)

Professional Organizations

American Institute of
Architects, Austin

Association for Learning
Environments, Central Texas,
President (2011-13)

Texas Society of Architects

US Green Building Council
AARO, McBee
Fellow 2010, Current Member

Lions Club Member

Greater San Marcos
Partnership, Board Member,
2023

- Sandy Creek Water Treatment Plant Expansion | K. Friese
- TFC Parking Garage Assessment | TFC
- TFC TxDMV Campus Deficiency Assessment | TFC
- TFC TxDMV Truck Shelter | TFC
- TFC DSHS HHSC Campus Improvements - Assessments, Design and CA - Phase I + Phase II | TFC
- TFC 20-21DM HHSC Multi Building Improvements - Assessments, Design and CA | TFC
- TFC MEP Park 35/Promontory Point 20-8700 - Peer Review | TFC
- Renovations at Becker Elementary School | Austin ISD
- Renovations at North East Early College High School | Austin ISD
- Renovations at Rodriguez Elementary School | Austin ISD
- Renovations at 15 campuses | Austin ISD
- Texas A&M University Small Animal Hospital Steam Generator Replacement | TFC
- University of Texas Austin EME Lab Hood Renovation | UT
- University of Texas Austin EHS Support | UT Austin
- Austin ISD Facility Condition Assessments | AECOM
- Renovations at Robertson ES | Round Rock ISD
- Data Center Expansion and District Renovations | Del Valle Independent School District
- Del Valle ISD Campus Improvements | Del Valle ISD
- Teaching Kitchen at Cunningham Elementary | Austin ISD
- Administration Renovations Phase I + Phase II | Del Valle ISD
- Saatva Office Expansion | JLL
- Direct Orthopedic | SpawGlass
- SpawGlass Austin Office Renovations | SpawGlass
- Dynamic Systems Austin Office Renovation | Dynamic Systems
- Austin Office Renovations | Roger's O'Brien Construction
- Sweetwater Hills Retail Center | Vertique Development
- CASA Training and Support Center | CASA of Central Texas
- Texas State Veterans Center | Orcutt / Winslow Partnership
- Cadence Children's Academy | BR Partners
- (14) Mama Fu's Restaurants | Murphy Adams Restaurant Group

ELIZABETH L. SEGNER-ZARATE, P.E.



EDUCATION: B.S. Electrical Engineering (2005):
The University of Texas at Austin
Specialization in Power Systems and Electromagnetics
Business Foundations Certificate

CERTIFICATION: Professional Engineer (Texas License No. 108870)

MEMBERSHIPS: IEEE, NSPE, TSPE, WIE, NFPA

EXPERIENCE: JRSA Engineering:
Electrical Designer (2006-2010)
President (2010-Present)

RELEVANT PROJECT EXPERIENCE:

Client/Project: *City of Leander/KFA; Sandy Creek WTP Improvements*

Timeline: *2022- Present; Final Design*

Tasks: Project Manager. Coordinated with the project engineer to provide EIC design for improvements at the Sandy Creek WTP, which include the addition of a seventh treatment module and a residual solids treatment system.

Client/Project: *City of Austin/KFA; Northwest Austin Lift Station Improvements*

Timeline: *2018- Present; Final Design*

Tasks: Project Manager/Project Engineer. EIC preliminary engineering and design for improvements to four City of Austin Lift Stations, which included expansion and improvements to meet City of Austin standards.

Client/Project: *Murfee Engineers/ WTC PUA 1240 Elevated Storage Tank*

Timeline: *2022- Under Construction*

Tasks: Project Manager/Electrical Designer. 1 MG EST.

Client/Project: *City of Austin/Kimley-Horn; Turner Crossing Booster Pump Station.*

Timeline: *2020- Under Construction.*

Tasks: Project Manager. Coordinated with project engineer to provide EIC design for a new pump station with a .5MG ground storage tank and .015 hydropneumatic pressure tanks. The design was closely coordinated to meet the City of Austin standards. JRSA designed provisions for an emergency generator connection, which includes a manual transfer and disconnect switch. The control system consists of hardwired and software controls through a PLC, which communicates to the overall City of Austin Water SCADA system.

Client/Project: *Carollo Engineers, City of Cedar Park/Pressure Zone #4 EST*

Timeline: *2018-2021*

Tasks: Project Manager/Electrical Designer .75MG EST. JRSA designed the level controls for the tank and connection to the City of Cedar Park overall SCADA system. Design for tank logo illumination was also provided as a change order.

Client/Project: *Murfee Engineers/ WTC PUA 1340 Elevated Storage Tank*

Timeline: *2017-2019*

Tasks: Project Manager. .75 MG EST. Coordinated with the project engineer to provide EIC design for a new elevated storage tank at the existing WTC PUA 1340/1420 Pump Station. JRSA designed the level controls for the tank and connection to the existing pump station SCADA system. A flow meter was also installed to measure discharge from the existing pumps.

Client/Project: *City of Leander/KFA; Kaufmann Loop Elevated Storage Tank*

Timeline: *2016-2017*

Tasks: Project Manager/Electrical Designer. EIC for a 1.25 MG EST. Design for the project included sourcing single phase power for the site from an existing overhead line, and coordinating with PEC. JRSA designed level monitoring for the tank and communications to the overall City of Leander SCADA system. Design was also completed to illuminate a tank logo using an LED lighting system.

McGRAY & McGRAY LAND SURVEYORS, INC.

3301 HANCOCK DRIVE, SUITE 6
AUSTIN, TEXAS 78731
(512) 451-8591 FAX (512) 451-8791

**Christopher I. Conrad****Texas Registered Professional Land Surveyor, No. 5623****Vice President, Project Manager****TxDOT Pre-Certified in Categories 15.1.1, 15.2.1, 15.2.2, 15.3.2., 15.3.3, 15.3.4, 15.3.5, 15.3.6****TxDOT Employee Seq. Number: 000014622 TxDOT Firm Seq. Number: 00000526****EDUCATION**

Austin Community College, Austin, TX
TSPS Approved Seminars, Austin, TX

EMPLOYMENT HISTORY

Arpentours Professional Surveying, Austin, TX – 8 yrs
McGray & McGray Land Surveyors, Inc., Austin, TX – 20 yrs

MEMBERSHIPS, RECOGNITIONS, PROFESSIONAL SERVICE

Member of Texas Society of Professional Surveyors
Member of National Society of Professional Surveyors
Member of various service, civic, and business organizations
Past Item Writer, appointed by the Texas Board of Professional Land Surveying to the Item Writing Committee for the Registration Examination for Registered Professional Land Surveyors

PROFESSIONAL EXPERIENCE

Mr. Conrad has over 28 years of experience in land surveying, with 22 years in project management. His experience has included all phases of surveying work – field crew, party chief, chief of parties, office technician, and his current position as survey manager/project manager. Mr. Conrad has experience in land title and boundary, right-of-way, route, locative, construction, engineering design, topographic, asbuilt, utility, tree, obstruction, aerial photography control, horizontal control, vertical control, hydrographic surveys, terrestrial LiDAR, and utility research. He is involved in and oversees the production of AutoCAD and MicroStation surveys, reports, cut sheets, plats, descriptions and right-of-way maps. He is responsible for coordinating and communicating with clients from the proposal stage to completion.

REPRESENTATIVE PROJECTS – Mr. Conrad was Project Manager for the following projects:

Buda Whispering Hollow Water Facility/Freese and Nichols, Inc./City of Buda – provided a topographic survey with 1' contours, all existing features, structures and improvements within the limits were tied in, provided photographs of manhole interiors for condition assessment, located and identified trees greater than or equal to 4", identified existing right-of-way, property and easement boundaries, labeled ownership on survey of all adjacent property owners, provided two parcel plats and descriptions, 2021 – 2022

Lake Pflugerville Hydrographic Survey (Colorado River Intake System Expansion Project)/Garver/City of Pflugerville – provided a topographic survey with 1' contours, used a SonarMite MILSpec Echosounder to survey approximately 155 acres of Lake area lying East of Becker Farm Road, obtained elevations along grid lines at 50' intervals, collected depths to top of ground or silt surface and collected ground elevations at top of existing bank and along break lines, 2021

Guadalupe Street Storm Drain Improvements/Freese and Nichols/ City of Austin – provided topographic design survey via mobile mapping, locating all above ground structures and visible utilities, obscured areas surveyed via terrestrial scanning and/or conventional surveying, also located trees ≥ 8", geotechnical boreholes, and SUE test holes, provided boundary surveying and plat and description for proposed easement, 2020

Segment A Treated Pipeline, Phase 1B/LAN/Alliance Regional Water Authority – provided topographic survey of 18 mile, 90' wide pipeline corridor for the final design phase of the Kyle-Buda pipeline which consists of approx. 33,000 LF of 16" to 20" water transmission main, set 54 targets for aerial mapping, cross sections every 50', manhole and culvert data, trees 12" and larger were located, tagged, and identified, 2019-2020

COA Emergency Storm Drainage Project/Freese and Nichols/City of Austin - topographic survey with 1' contours of Wooldridge Drive from apparent ROW to apparent ROW, locating all visible utilities and trees 8" and greater, also provided topographic survey of existing outfall structure and asbuilt survey of Wooldridge Drive, 2018



Richard Klar, PG

VICE PRESIDENT/REGIONAL OPERATIONS MANAGER,
GEOSCIENCES PRACTICE LEADER

Mr. Klar has more than 25 years of diversified experience in geologic and hydrogeologic investigations throughout South Central Texas, the Rio Grande Valley, New Mexico, and Nevada. Mr. Klar is registered as a Professional Geoscientist in the states of Texas, Louisiana, and Nebraska and serves as the Regional Operations Manager and Practice Leader for geosciences services at Raba Kistner. He is responsible for implementing/overseeing site exploration and characterization activities in support of contamination assessment and remedial action plan development, development of affected media management plans and strategies, soil and groundwater remediation plans and pilot studies, water resources investigations, groundwater protection studies, geologic mapping and geophysical site characterization, in addition to a wide range of other environmental and geosciences project types.

Specific examples of geosciences projects that Mr. Klar has directed throughout his tenure at Raba Kistner include: ground geophysical surveys (e.g., electromagnetics, DC electrical resistivity, ground penetrating radar, etc.) in support of various site characterization and engineering design objectives; groundwater resources investigations and aquifer testing projects; geologic assessments of sensitive recharge features within the Edwards Aquifer Recharge Zone (EARZ) in accordance with *30 TAC Chapter 213*; karst feature surveys in accordance with U.S. Fish and Wildlife Service protocols established for the protection of endangered invertebrate species; Phase I, II, and III Environmental Site Assessments (ESAs); and contamination assessment, corrective action, and remedial response in support of Petroleum Storage Tank (PST) and Texas Risk Reduction Program (TRRP) rules.

Characterization of subsurface soil and rock conditions is an integral part of most geotechnical engineering studies performed in support of land development projects. Mr. Klar has performed and supervised numerous geologic studies supporting both land development and linear (transportation/pipeline) construction projects located over karst limestone terrain and other complex geologic areas within and surrounding the San Antonio and Austin, Texas regions and has accrued more than 1,000 hours of specialized experience with karst- and Edwards Aquifer-related issues. Other representative professional experience includes: modeling of ground water flow and contaminant transport; construction of 3-D hydrostratigraphic models and development of GIS databases; and design and implementation of baseline hydrogeologic studies.

AREAS OF EXPERTISE

Geology/Hydrogeology
Ground Geophysics
Remedial Action Plans
Environmental Assessments
Engineering Geology

YEARS OF EXPERIENCE

28 years

REGISTRATIONS

Professional Geoscientist:
Texas No. 259
Louisiana No. 480

Geologist:
Nebraska No. G-0125

LPST Corrective Action Project Manager
TNRCC No. CAPM01395

Hazardous Waste Operations & Emergency
Response Certification: OSHA, 1996

EDUCATION

M.S. Applied Geology (Hydrogeology)
The University of Texas at San Antonio,
1996

B.S. Earth Sciences
St. Mary's University, 1992



Yvonne Garcia Thomas, PE

VICE PRESIDENT

Ms. Thomas currently serves as Manager for the Geotechnical Group of Raba Kistner's Austin office. In this capacity, she is responsible for the management, administration, coordination, and reporting of a variety of geotechnical engineering projects throughout Texas, with a primary focus in north and central Texas regions. As a geotechnical engineer, her responsibilities include subsurface investigations and engineering analysis and consulting of the design and construction of foundations, pavements and roadways. She has consulted on various foundation and pavement design recommendations for residential, commercial institutional, schools, industrial projects, as well as infrastructure. She is responsible for writing and reviewing geotechnical and construction reports, investigating and consulting on all issues related to geotechnical, foundation design, pavement/roadway and concrete construction. Additional duties include supervising the soils laboratory, managing budgets, managing backlog projections, marketing, preparing technical proposals, and mentoring and developing the engineering and technical staff.

Relevant Project Experience:

Heatherwilde Boulevard Improvements, Pflugerville, TX Ms. Thomas was the geotechnical engineer for the geotechnical engineering study for the Heatherwilde Boulevard Improvements in Pflugerville, TX.

Cougar Avenue & Brushy Creek Road Rehabilitation, Cedar Park, TX Ms Thomas was the geotechnical engineer for the geotechnical engineering study Geotechnical Engineering study for the proposed roadway section of Brushy Creek Road and South Cougar Avenue located in Cedar Park, Texas. Services included drilling borings along the existing roadway, performing laboratory testing to classify and characterize subsurface conditions, preparing an engineering report presenting foundation design and construction recommendations for the roadway section, as well as providing pavement design and construction guidelines.

Hero Way-County Road 269 Extension, Leander, TX Ms. Thomas was the geotechnical engineer for the geotechnical engineering study for the Hero Way-County Road 269 Extension project in Leander, TX.

Iron Oak Subdivision-Oak Hill Drive, Williamson County TX Ms Thomas was the geotechnical engineer for the pavement evaluation for the geotechnical engineering study for the Iron Oak Subdivision Oak Hill drive pavement study in Williamson County, Texas.

AREAS OF EXPERTISE

Geotechnical Engineering
Forensic Engineering

YEARS OF EXPERIENCE

17 years

REGISTRATIONS

Professional Engineer
Texas No. 111414

EDUCATION

B.S. Agricultural Engineering
Texas A & M University
1999

PROFESSIONAL MEMBERSHIPS

American Society of Civil Engineers
Women in Transportation Seminar



AREAS OF EXPERTISE

Archival Research
Pedestrian Surveys
NRHP Eligibility Testing
Data Recovery Excavations
Prehistoric Archaeology
Historic Archaeology

YEARS OF EXPERIENCE

35 years

TXDOT PRECERTIFICATIONS

2.10.1 Archeological Survey

REGISTRATIONS

Register of Professional Archaeologists (RPA)

EDUCATION

Ph.D. Anthropology
University of Texas at Austin, 1994

M.A. Anthropology
University of Texas at Austin, 1985

B.A. with Honors, Anthropology
University of Missouri, Columbia, 1980

PROFESSIONAL MEMBERSHIPS

Alamo Plaza Advisory Committee
Society for American Archaeology
Society of Historical Archaeology
Council of Texas Archeologists
Texas Archaeological Society
Southern Texas Archeological Association

Steven A. Tomka, Ph.D., RPA

CULTURAL RESOURCES PROGRAM DIRECTOR/SENIOR ARCHAEOLOGIST

As the Cultural Resources Program Director, Dr. Tomka is responsible for all Cultural Resources activities of the firm. Dr. Tomka works closely with Prehistoric and Historic Project Archaeologists and Field and Laboratory Technicians to complete archaeological projects. The team of archaeologists is closely integrated with other members of Raba Kistner including the Geographic Information System (GIS) staff, draftsmen, and environmental and geotechnical specialists to bring all relevant technical expertise and creative perspective to facilitate the clearance of projects to the client's benefit.

He has more than 35 years of experience in archaeology. Dr. Tomka has authored 60 cultural resource management reports, peer-reviewed 23 journal articles, and delivered 27 papers at national and international meetings in his areas of expertise. He maintains a strong working relationship with all clients including architectural and engineering firms, City, County, and State agencies. He has served on the State Board of Review for National Register of Historic Places nominations, and was the Chair of the Antiquities Committee of the Texas Historical Commission, where he served as Commissioner. In these capacities, he acquired in-depth knowledge of the Antiquities Code of Texas as well as the processes and procedures associated with Section 106 compliance of the National Historic Preservation Act.

RELATED PROJECT EXPERIENCE:

Archaeological Testing and Data Recovery at the Cibolo Preserve Menger Creek Site (41KE217), Kendall County, Texas. Volume II. Archaeological Report, No. 427. Center for Archaeological Research, The University of Texas at San Antonio.

Data Recovery at 41BX1798: The Miraflores Park Bridge Project. San Antonio, Bexar County, Texas. Archaeological Report, No. 405. Center for Archaeological Research, The University of Texas at San Antonio.

Archeological Investigations at Mission Espiritu Santo (41GD1), Goliad County, Texas. Archaeological Report, No. 356. Center for Archaeological Research, The University of Texas at San Antonio.

An Archaeological Survey of Trail Locations in a Portion of Government Canyon State Natural Area, Bexar County, Texas. Volumes I and II. Archaeological Report, No. 329. Center for Archaeological Research, The University of Texas at San Antonio.

MANAGING PRINCIPAL



BRENT A. BAKER, PLA, ASLA, CLARB

EDUCATION

Bachelor of Landscape Architecture, Texas A&M University, 1998
Bachelor of Arts in Music, Northwestern State University, 1994

REGISTRATIONS

Registered Landscape Architect In: Texas - #2098
CLARB Certification: #1503

PROFESSIONAL ASSOCIATIONS

American Society of Landscape Architecture (ASLA)
Council of Landscape Architectural Registration Boards (CLARB)
United States Green Building Council (USGBC)
Williamson County Conservation Foundation - Board Member
Chamber of Commerce - Leadership Round Rock Planning Board
YMCA Camp Twin Lakes - Board Chair

PROFESSIONAL EXPERIENCE

Mr. Baker is a hands-on principal and studio leader with more than twenty years of experience in high-profile private and public development projects involving land-use and site planning, parks and trails, amenity and recreation facilities, environmental graphics, project branding, way-finding signage, landscape development, transportation aesthetics, and physical design of site facilities including the public safety component.

With his knowledge in urban design, planning, landscape architecture and context sensitive solutions, Mr. Baker has developed an in-depth understanding of and sensitivity to the environment and use of the land for public benefit. He has incorporated this knowledge in the design of a multitude of major public and private projects. Because of his diverse background on multidisciplinary teams, he has had the opportunity to work on the design and construction of public and private parks and trails, educational facilities, municipal fire and police facilities, large-scale residential subdivisions, mixed-use developments, corporate campuses, urban streetscapes, medical resorts, church campus master plans, and context sensitive solutions for transportation projects. He has the ability to relate to every project no matter the size or complexity.

His strengths lie in project management and leading complex teams and are evident in his project experience. He has a unique combination of technical expertise and design flair, and is constantly striving for creative and cost-effective solutions for construction, operations, and maintenance on his projects.

RELEVANT PROJECT EXPERIENCE

Belterra Village Re-Irrigation System, Dripping Springs, TX – Mr. Baker was the project principal for the Belterra Village retail center – including a complete re-irrigation system. The re-irrigation system recycles stormwater runoff from the site detention basin back into the landscape for filtration.

Wimberley ISD Blue Hole Primary School One Water System, Wimberley, TX – Mr. Baker was the project principal for the District's new primary school, including landscape areas, outdoor learning environments, and the One Water System that uses rainwater collection to irrigate the landscape, as well as serve other functions such as flushing toilets.

Applied Materials Logistics Service Center, Austin, TX – Mr. Baker was the project principal for the design of a new logistics center that included the use of a large condensate water re-use system. Water from the 720,000 square foot building's condensers was collected in three large storage tanks located around the building. Each tank then feeds irrigation water to nearby landscape areas. Additionally, all runoff is collected and filtered through a series of biofiltration ponds to ultimately end up in the centralized wetland feature.

Upper Brushy Creek WCID Headquarters, Round Rock, TX – Mr. Baker was the project principal for the District's new headquarters building. The WCID oversees the control and improvement of the Upper Brushy Creek waterway. The District's new headquarters reflects their values in water conservation and protection through the use of low-maintenance, low-water use plant materials.

Undisclosed Water and Waste Treatment Facilities, Austin, TX – Mr. Baker has been the project principal for a variety of water and waste treatment facilities for an undisclosed client. Project include a new building for waste segregation, substation expansion, new cooling towers, and ground storage tanks with pump stations. Many projects for this client include LEED rated buildings and landscape.





Travis S. Isaacson, PE Area Manager, Central Texas

Years of Experience:

- 20 years
- 6 years with The Rios Group

Education:

- B.S., Civil Engineering, Texas A&M University (2002)

Project Role:

- SUE Project Manager

Registration:

- Professional Engineer, Texas: No. 100094 (2007)

TRAVIS ISAACSON, PE is responsible for managing The Rios Group's professional services throughout Central Texas. He has 20 years experience in the civil engineering and construction fields working as a utility coordinator, utility engineer and project manager. Travis has served as the Project Manager/Engineer on numerous Subsurface Utility Engineering projects for both public and private clients.

Project Experience:

Broadband Phase II, San Antonio Water System (SAWS), San Antonio, Texas

PROJECT ENGINEER. The Rios Group, Inc. (TRG), working under prime design firm Arcadis U.S., Inc. was tasked with providing QLB SUE services along seven (7) site locations for the proposed Broadband Phase II project including the Adobe Ranch PW Booster Pump Station, Hardy Oak PW Booster Pump Station, King Station PW Primary Pump Station, Lackland City #3 PW Secondary Pump Station, Loma Linda PW Secondary Pump Station, Sutton PW Secondary Pump Station, and Turtle Creek #3 PW Secondary Pump Station. The final deliverable consisted of a field sketch depicting existing utilities.

US 183A - Cedar Park and Leander

PROJECT DIRECTOR. TRG performed QLB SUE in various areas along seven miles of US 183 from Hero Way to north of CR 158 for the extension of toll road US 183A. TRG designated the following utilities along the corridor: water, wastewater, gas, electric, and telecommunications. TRG also excavated 28 QLA SUE test holes. As a final deliverable, TRG provided a SUE MicroStation file, signed and sealed plan sheets, and individual signed and sealed test hole forms.

Corridor Program - East Riverside Drive, Shore District Drive to Montopolis Drive, City of Austin, Texas

PROJECT DIRECTOR. TRG provided QLD through QLA SUE Services for this City of Austin Corridor Program project on East Riverside Drive. This project includes design and construction of safety and mobility improvements including new and/or upgraded bicycle and pedestrian facilities, intermittent center median islands, intersection improvements, and new and/or upgraded traffic signals. TRG's work was done in three phases. Phase one consisted of designating 30,000 LF of QLB alongside East Riverside Drive from IH 35 to East Ben White Boulevard at targeted locations. Utilities found consisted of potable water, reclaimed water, chilled water, natural gas/crude oil/refined product pipelines, communication duct banks, fiber optic, cable television, telephone, and electric. Phase two consisted of providing invert information on 137 storm sewer manholes and providing records of pipe size and material. Phase three included the excavation of seventy-five (75) QLA SUE test holes at potential problem areas. Approximately 75% of the test holes required TRG to work within travel lanes, under traffic control.

STEPHANIE TSEN, PE Structural Principal-in-Charge



EDUCATION

- The University of Texas at Austin
Bachelor of Science in
Architectural Engineering, 2000

REGISTRATION

- Licensed Professional Engineer in
the State of Texas No. 97275
- Appointed Qualified Windstorm
Inspector, Texas Department of
Insurance No. 97275

PROFESSIONAL AFFILIATIONS

- International Concrete Repair
Institute
- American Concrete Institute
- American Institute of Steel
Construction
- American Society of Civil
Engineers
- Structural Engineers Association
of Texas

EXPERIENCE

Stephanie Tsen, PE is the President of Tsen Engineering and co-founded Tsen Engineering 12 years ago. She has 22 years of experience in structural engineering in Austin for municipal, state, higher educational, and K-12 projects ranging in scope from assessments, to renovations, to large-scale new construction. As President of the firm she is responsible for business operations and the management of personnel in the production of contract documents. *As Structural Principal-In-Charge for this project, she will be the main point of contact for contract negotiations and will oversee the Structural Project Manager.*

RELEVANT PROJECTS

Sandy Creek WTP Improvements, City of Leander, Leander, Texas

The Sandy Creek Water Treatment Plant (SCWTP) was commissioned in 2001 with a capacity of 4.0 million gallons per day (MGD). The SCWTP was expanded to 6.0 MGD in 2006 and then expanded to 12.0 MGD in 2018. Although the SCWTP has a rated capacity of 12.0 MGD, the plant struggles to obtain a consistent average daily flow (ADF) above 9.0 MGD, and a single peak daily flow of 10.5 MGD.

Hutto Emergency Wastewater Sanitation Station Improvement, City of Hutto, Hutto, Texas

This project is a new sanitary sewer lift station that will have an initial firm capacity of 1.85 mgd, expandable to a 3.0 mgd ultimate firm capacity. For our proposal we are assuming a submersible lift station with a valve vault and a 16' diameter x 30' wet well. It will have two pumps installed and space for a third in the future. Also needed are a foundation (8'x8') for a control panel and a foundation (8'x10') for a generator. Also anticipated are pipe support, thrust block, safety tie back, and light pole base supports (forces from pipes to be provided by K Friese.)

Integrated Northwest Lift Stations Structural Assessment, Austin Water Utility, Austin, Texas

This is an Austin Water Utility sponsored project awarded through the 2011 Small Scale General Civil Engineering Services Rotation List. This project is a preliminary engineering report (PER) evaluating five (5) lift stations and one (1) junction box that are each 15 to 30 years old. The facilities are as follows: Boulder Lane Lift Station, Rock Harbor Lift Station, Four Points #1 Lift Station, Four Points #2 Lift Station, and Four Points #3 Lift Station along with junction box (WWID:87305).

Ridge Hollow Drainage Improvements, City of Austin Watershed Protection Department, Austin, Texas

This project consisted of modifications and improvements to the existing dam.

A. E. Fish Hatchery Incubation System Repair, Texas Parks and Wildlife Department, San Marcos, Texas

This project involved renovating the hatchery's Incubator Room and the associated mechanical equipment. They make 2-3 million catfish and bass fingerlings to release every year. Part of this project will involve adding two 5,000 gallons water storage tanks (above-ground sumps) in the basement of the building to add more flexibility to their process.

Waller Creek Center Reclaimed Water Project, Austin Water Utility/City of Austin, Austin, Texas

This project is the installation of reclaimed water to the restrooms and cooling tower to the Waller Creek Center building located at 625 E. 10th Street. The structural scope will include up to 20 new 6" dia. penetrations through the existing floors and roof (assuming 2 per level, 10 levels) and one pad for a new booster pump. The City of Austin decided to add a treatment room to the scope. This treatment room will be in the building's crawl space. The structural scope will include the new foundation and framing.

Downtown District Cooling Plant Basin Wash System Austin Energy, Austin, Texas

This project was the feasibility study of the existing plant building and cooling tower platform structure to accommodate a new pump filtration system for the cooling towers basin wash system. Tsen Engineering provided structural engineering services for the design/feasibility phase of this project.

Audi South Austin Water Quality and Detention Pond Retaining Wall, Private Owner, Austin, Texas

This project was the design of retaining walls for a new water quality and detention pond. The walls are 6' tall and hold up to 4' of water.





TBPE Firm #19701

ABOUT



Melissa Coad, P.E., LEED AP

Principal | Austin Division Manager | Senior Mechanical Engineer

Melissa Coad is a Professional Engineer practicing in Mechanical and Plumbing design with over 25 years of experience.

EXPERIENCE

Principal Division Manager, Wilson & Girgenti, Austin, TX	2019 – Present
Branch Manager, DBR Consulting Engineers, Austin, TX	2013-2019
Owner & Project Manager, HMG & Associates, Inc., Austin, TX	1998-2013

RELEVANT PROJECTS

Leander Sandy Creek Water Treatment Plant Expansion | Leander, TX

Currently in the bidding phase. Provided full Mechanical, Electrical and Plumbing design services and construction administration services to design an additional redundant treatment module to reach a treatment capacity of 12.0 MGD and design a new dewatering/belt press building.

Cedar Park Water Treatment Plant Control Room Renovations | Cedar Park, TX

Construction was completed in 2017. Provided full Mechanical and Electrical design services to provide additional cooling, lighting and power for a new IT room and Control Room renovation to improve the monitoring capability of the treatment plant.

City of New Braunfels Public Works Municipal Service Center | New Braunfels, TX

Currently in the feasibility phase to provide full Mechanical, Electrical and Plumbing design services to renovate the existing 31,000 square foot administration building and 7,400 square foot warehouse, and expand the existing Maintenance Building to add 5 new truck bays with lifts and overhead crane. All existing HVAC, lighting and plumbing fixtures are to be replaced in all buildings.

EDUCATION

Bachelor of Science, Architectural Engineering The University of Texas @ Austin	1999
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TX Licence # 93852

PROOF OF LICENSURE

Page:

1

Updated on:

3-18-2023

Matches:

1

BUCK, SHELDON MICHAEL

PE# 93693

Status	Branch(s)	Granted	Expires	Employer(s)	Address/Phone
Active	Civil	06-02-2004	03-31-2023	K. Friese & Associates, Inc. Sheldon Buck	22442 Sawston Drive Tomball TX 77375 PH#: 512-338-1784

Page:

1

Updated on:

3-18-2023

Matches:

1

BLACKBURN, GREGORY THERON

PE# 121663

Status	Branch(s)	Granted	Expires	Employer(s)	Address/Phone
Active	Civil	12-11-2015	09-30-2023	K Friese & Associates Inc	603 Davis Street Unit 807 Austin TX 78701 PH#: 512-338-1704

Page:

1

Updated on:

3-18-2023

Matches:

1

OWENS, THOMAS MARK

PE# 84764

Status	Branch(s)	Granted	Expires	Employer(s)	Address/Phone
Active	Civil	02-05-1999	12-31-2023	K Friese & Associates Inc	9232 La Siesta Bend Austin TX 78749 PH#: 512-338-1704

Page:

1

Updated on:

3-18-2023

Matches:

1

SLOVAK, TRENT JAMES

PE# 63254

Status	Branch(s)	Granted	Expires	Employer(s)	Address/Phone
Active	Civil	11-19-1987	09-30-2023	K Friese + Associates	1035 Althea Drive Houston TX 77018 PH#:

Page:

1

Updated on:

3-18-2023

Matches:

1

MURPHY, DALE PATRICK

PE# 90614

Status	Branch(s)	Granted	Expires	Employer(s)	Address/Phone
Active	Civil	10-04-2002	09-30-2023	K Friese & Associates Inc	6401 Carrington Dr. Austin TX 78749 PH#: 512-338-1704

Page:

1

Updated on:

3-18-2023

Matches:

1

DENSLE, ALLISON MARIE

PE# 140772

Status	Branch(s)	Granted	Expires	Employer(s)	Address/Phone
Active	Civil	04-09-2021	03-31-2024	K Friese & Associates Inc	7404 Harmony Shoals Bnd Austin TX 78744 PH#:

Page:

1

Updated on:

3-18-2023

Matches:

1

CHILARESCU, CRISTIAN DAN

PE# 145665

Status	Branch(s)	Granted	Expires	Employer(s)	Address/Phone
Active	Civil	08-05-2022	06-30-2023	K FRIESE + ASSOCIATES	12904 Tighman Trail Austin TX 78729 PH#: 512-338-1704

Page:

1

Updated on:

3-18-2023

Matches:

1

HEBBE, CRAIG LLOYD

PE# 94722

Status	Branch(s)	Granted	Expires	Employer(s)	Address/Phone
Active	Civil	12-15-2004	09-30-2023	K Friese & Associates Inc	16275 Cameron Road Pflugerville TX 78660 PH#: 512-917-4404

Page:

1

Updated on:

3-18-2023

Matches:

1

SEGNER-ZARATE, ELIZABETH LOUISE

PE# 108870

Status	Branch(s)	Granted	Expires	Employer(s)	Address/Phone
Active	Electrical/Computer	05-25-2011	03-31-2024	JRSA Engineering	138 iron creek way Kyle TX 78640 PH#: 512-289-0423

Page:

1

Updated on:

3-18-2023

Matches:

1

THOMAS, YVONNE GARCIA

PE# 111414

Status	Branch(s)	Granted	Expires	Employer(s)	Address/Phone
Active	Civil	05-29-2012	03-31-2023	Raba-Kistner Consultants	18600 Wind Valley Way Pflugerville TX 78660 PH#: 512-339-1745



**TEXAS Board of
Architectural Examiners**
Architects • Landscape Architects • Registered Interior Designers

THE TEXAS BOARD OF ARCHITECTURAL EXAMINERS

Certifies that it has registered and authorized
to practice in the State of Texas

Elizabeth Michelle Guillot
as
Architect

In testimony whereof this certificate has been issued
by the authority of this board Registration No: 19038

Renewal of this registration is due February 29, 2024



**TEXAS Board of
Architectural Examiners**
Architects • Landscape Architects • Registered Interior Designers

Baker, Brent Andrew

Profession:	Landscape Architect
Registration No.:	2098
License Status:	Active
Firm Name:	studio 16:19, LLC
Address:	305 W. Liberty; Suite 100 Round Rock, TX 78664
Original Issue:	03/15/2002
Lic. Expiration:	05/31/2023



Number: **5623**
Status: **REGISTERED**
Expires: **12/31/2023**

CHRISTOPHER IAN CONRAD
Texas Registered Professional Land Surveyor

Signature



Number: **100094**
Status: **ACTIVE**
Expires: **9/30/2023**

TRAVIS STEPHEN ISAACSON
Texas Licensed Professional Engineer

Signature



Number: **97275**
Status: **ACTIVE**
Expires: **3/31/2023**

STEPHANIE RAE TSEN
Texas Licensed Professional Engineer

Signature



Number: **93852**
Status: **ACTIVE**
Expires: **3/31/2023**

MELISSA BRITT COAD
Texas Licensed Professional Engineer

Signature

ATTACHMENT A
RESPONDENT'S REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: RFQ #S23-005 | Ronald Reagan Ground Storage Tank & Pump Stations

RESPONDENT'S NAME: K Friese & Associates, Inc. **DATE:** March 23, 2023

Provide the name, address, telephone number and **E-MAIL** of at least three (3) Municipal and/or Government agencies or firms of comparable size that have utilized similar service within the last two (2) years. City of Leander references are not applicable. References may be checked prior to award. Any negative responses received may result in disqualification of submittal.

- | | | |
|----|-----------------------|---|
| 1. | Company's Name | City of Pflugerville |
| | Name of Contact | Brandon Pritchett |
| | Title of Contact | Public Utility Director |
| | E-Mail Address | brandonp@pflugervilletx.gov |
| | Present Address | 15500 Sun Light Near Way, #B |
| | City, State, Zip Code | Pflugerville, TX 78660 |
| | Telephone Number | (512) 990-6402 Fax Number: (512) 989-1052 |
| | | |
| 2. | Company's Name | City of Sugar Land |
| | Name of Contact | Ross Woodfin |
| | Title of Contact | Project Manager |
| | E-Mail Address | rwoodfin@sugarlandtx.gov |
| | Present Address | 2700 Town Center Blvd. N. |
| | City, State, Zip Code | Sugar Land, TX 77479 |
| | Telephone Number | (281) 275-2780 Fax Number: (281) 275-2771 |
| | | |
| 3. | Company's Name | Formerly with Cities of Hutto and Leander (Retired) |
| | Name of Contact | Wayne Watts, PE |
| | Title of Contact | Not Applicable (Retired from Municipal Service) |
| | E-Mail Address | rwwje@yahoo.com |
| | Present Address | Not Applicable (Retired from Municipal Service) |
| | City, State, Zip Code | Not Applicable (Retired from Municipal Service) |
| | Telephone Number | (512) 299-1052 Fax Number: () N/A |

FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.

ATTACHMENT C

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

K Friese & Associates, Inc.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

N/A

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐

Yes

☒

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐

Yes

☒

No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐

Yes

☒

No

D. Describe each employment or business and family relationship with the local government officer named in this section.

None

4


Signature of vendor doing business with the governmental entity

March 23, 2023

Date

KFA confirms it has received and reviewed all posted addenda for this solicitation.



Thomas M. Owens, PE
Executive Vice President

March 23, 2023

Date



K·FRIESE
+ ASSOCIATES

PUBLIC PROJECT ENGINEERING

EXHIBIT D

Solicitation package (Solicitation documents, attachments, exhibits, and addenda)



Purchasing Division
105 N. Brushy Street
Leander, TX 78641
www.leandertx.gov

Solicitation #S23-005

REQUEST FOR QUALIFICATIONS
PLANNING, DESIGN, AND ENGINEERING SERVICES
FOR THE RONALD REAGAN
GROUND STORAGE TANKS AND PUMP STATION

Responses Due: March 23rd, 2023 at 2:00 p.m.

CITY OF LEANDER
REQUEST FOR QUALIFICATIONS
PLANNING, DESIGN AND ENGINEERING SERVICES FOR
THE RONALD REAGAN WATER TANKS AND BOOSTER PUMP STATION

PART I

GENERAL

1. **PURPOSE:** The City of Leander, herein after “City”, seeks an agreement with a qualified Individual, Firm, or Corporation, herein “Respondent”, to provide Engineering Services for the City of Leander to design and engineer water ground storage tanks and a related booster pump station. The City is seeking Statements of Qualifications (SOQ) from qualified engineering firms with experience and expertise to provide engineering and design services, which may include any or all of the following categories of service:

- 1.1. Planning and Preliminary Engineering Development and Report;
- 1.2. Hydraulic and Hydrologic Analysis and Report;
- 1.3. Water Distribution System Analysis
- 1.4. Storm water and Drainage Development and Design;
- 1.5. Site and/or Landscape Development and Design, including Conceptual Layouts;
- 1.6. Schematic Engineering and Design;
- 1.7. Detailed Engineering and Design Development;
- 1.8. Construction Documents;
- 1.9. Bid Administration;
- 1.10. Construction Administration Services; and
- 1.11. Final Survey and Closeout Documentation.

Each respondent will be scored on levels of service. The City will review and develop a qualified group of engineering firms who may be interviewed to determine the highest qualified candidate(s).

2. **DEFINITIONS, TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City’s Standard Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. It is the sole responsibility of Respondents to stay apprised of changes. The City’s Definitions, Terms and Conditions can be obtained from the City’s webpage at: <http://www.leandertx.gov/finance/page/purchasing>.

Any acceptance to or additional terms and conditions attached to the response will not be considered unless Respondent specifically references them on the front of the Solicitation Document. **WARNING:** Exception to or additional terms and conditions may result in disqualification of the response.

3. **ATTACHMENTS:** Attachments A thru F are herein made a part of this solicitation:

- 3.1. Attachment A: Respondent’s Reference Sheet;
- 3.2. Attachment B: Location Map;
- 3.3. Attachment C: CIQ Form;
- 3.4. Attachment D: 1295 Form;

- 3.5. Attachment E: Submittal coversheet Form
3.6. Attachment F: Contract Agreement Example

4. **CLARIFICATION:** For questions or clarifications of specifications, you may contact:

Kay Johnson
Assistant Purchasing Agent
City of Leander
Office Telephone: 512-528-2730
kjohnson@leandertx.gov

The individual listed above may be contacted by telephone or visited for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the City of Leander through the Purchasing Department.

5. **RESPONDENT REQUIREMENTS:** The opening of a solicitation shall not be construed as the City's acceptance of such as qualified and responsive.
- 5.1. Respondents shall be firms, corporations, individuals or partnerships normally engaged in the development of water storage systems and water pump stations.
- 5.2. City shall contract for the design and project management services only with an experienced team member of the firm with direct expertise in the project type specified. City shall require that only the agreed to and contracted team work with and interact with City staff.
- 5.3. **Persons and firms practicing Engineering Services in the State of Texas must possess proper licensing and registration in accordance with Texas laws.**
6. **COMMITTEE REVIEW AND SELECTION:** An evaluation committee will review each response to determine the most highly qualified Respondent on the basis of demonstrated competence and qualifications using the following weighted criteria. A consensus score will be assigned to each response. A committee of City of Leander evaluators has been established to evaluate the Solicitation Responses.

Respondents may be required to make an oral presentation to the selection team to further present their qualifications. These presentations will provide the Respondent the opportunity to clarify their qualifications and ensure a mutual understanding of the services to be provided and the approach to be used.

Criteria	Possible Points
Relevant Qualifications and Experience	20
Available Resources	20
Methodology, Approach and Timeline	40
Work Samples and References	20
Total	100

The evaluation process may reveal additional information for consideration. The City reserves the right to modify, without notice, the evaluation structure and weighted criteria to accommodate these additional considerations to serve the best interest of the City.

7. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split awards, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Award announcement will be made upon City Council approval of staff

recommendation and executed agreement. Award announcement will appear on the City's website at <http://www.leandertx.gov/rfps>.

- 7.1. The City reserves the right to reject any or all responses, or delete any portion of the response, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City.
- 7.2. Chapter 176, Texas Local Government Code requires that disclosures of certain relationships be made in relation to certain contracts with the City. Local government officers are the members of the City Council, the City Manager, and other City employees or agents who exercise discretion in planning, recommending, selecting and contracting of a vendor. Please contact the City Secretary for a list of City employees and agents who may qualify as local government officers. Click here **Chapter 176, Texas Local Government Code**, to review this requirement.
 - 7.2.1. A completed CIQ Form, herein Attachment C, is required with each response.
 - 7.2.2. Once a selection is made and the City has the intent to award, the successful respondent will be required to submit Form 1295 to the State of Texas electronically prior to executing the agreement or purchase order.
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
8. **AGREEMENT TERM**: The initial term of the resulting agreement shall be determined by the proposed and agreed upon project timeline.
 - 8.1. If the Respondent fails to perform its duties in a reasonable and competent manner, the City shall give written notice to the Respondent of the deficiencies and the respondent shall have thirty (30) days to correct such deficiencies. If the Respondent fails to correct the deficiencies within the thirty (30) days, the City may terminate the agreement by giving the Respondent written notice of termination and the reason for the termination.
 - 8.2. If the agreement is terminated, for any reason, the respondent shall turn over all records, to include but not be limited to the following: drawings, plans and estimates, to the City within fifteen (15) working days after completion of duties contained in the agreement.
9. **ACCEPTANCE**: Acceptance inspection should not take more than thirty (30) working days. The successful Respondent will be notified within this time frame if the goods or services provided are not in full compliance with the specifications. If any agreement or purchase order is canceled for non-acceptance, the needed good or service may be purchased elsewhere and the successful Respondent may be charged full increase, if any, in cost and handling.
10. **PROMPT PAYMENT POLICY**: Payments will be made in accordance with the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Successful Respondent within thirty days after the acceptance of the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the City receives a correct invoice for the supplies, materials, equipment or services, whichever is later. The Successful Respondent may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:
 - 10.1. There is a bona fide dispute between the City and Successful Respondent concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or
 - 10.2. The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or

- 10.3. There is a bona fide dispute between the Successful Respondent and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
- 10.4. The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.
11. **NON-APPROPRIATION:** The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed the City shall have the right to terminate the Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may affect such termination by giving successful Respondent a written notice of termination at the end of its then current fiscal year.
12. **COSTS INCURRED:** Respondent shall acknowledge that the issuance of a solicitation shall in no way obligate the City to award a contract or to pay any costs associated with the preparation of a response to said solicitation. The costs in developing and submitting proposals, preparing for and participating in oral presentations or any other similar expenses incurred by a Respondent are the sole responsibility of the Respondent and shall not be reimbursed by the City.

PART II
SCHEDULE

1. **SOLICITATION SCHEDULE:** It is the City's intention to comply with the following solicitation timeline:

Event	Event Date*
RFQ Released	February, 23rd, 2023
Pre-submission meeting	March 1st, 2023 at 2:00 p.m.
Deadline for Respondents' Questions Submitted to the City of Leander	March 9 th , 2023
Questions and Answers to be posted on the City of Leander website on or before	March 16th, 2023
RFQ Opened (last day to submit Responses)	March 23rd, 2023 at 3:00 p.m.
Oral Presentation (if necessary)	TBD
Contract Award Target	May 2023
Services to begin upon execution of contract	

Respondents may be required to make an oral presentation to the selection team to further present their qualifications. These presentations will provide the Respondent the opportunity to ensure a mutual understanding of the services to be provided and the approach to be used.

All questions regarding the solicitation shall be submitted through the website at via email to Purchasing@leandertx.gov by 5:00 PM on the due date noted above. A copy of all the questions submitted and the City's response to the questions shall be posted on our webpage at: <https://bids.leandertx.gov/>.

2. **PRE-SUBMISSION MEETING:** A pre-submission meeting will be held to fully acquaint Respondents with the unique needs of the City. The pre-submission meeting will be conducted on:
- March 1st, 2023 at 2:00 PM CST**
San Gabriel Conference Room
201 N. Brushy Street
Leander, Texas 78641
- 2.1. The City considers this pre-submission meeting **non-mandatory**. We strongly suggest attending to give Respondents a better understanding of the project, however, if a respondent chooses not to attend, this will not disqualify the Respondent.
- 2.2. It is the responsibility of the Respondent to be familiar with the specifications herein and to ask any relevant questions they may have concerning this solicitation.
3. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at: <http://www.leandertx.gov/rfps> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancelations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.

4. **RESPONSE DUE DATE:** Signed and sealed responses are due no later than **2:00 PM**, on the date noted above to the Purchasing Department. Mail or carry sealed responses to:

FedEx, UPS or Hand Deliver to:

**City of Leander
Purchasing Department
105 N. Brushy Street
Leander, Texas 78641**

Mail to:

**City of Leander
Purchasing Department
PO Box 319
Leander, TX 78646**

- 4.1. Responses received after this time and date shall not be considered.
 - 4.2. Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and **“DO NOT OPEN”**.
 - 4.3. Facsimile or electronically transmitted responses will **not be accepted**.
 - 4.4. Late responses will be returned to Respondent unopened if return address is provided.
 - 4.5. Responses cannot be altered or amended after opening.
 - 4.6. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
 - 4.7. The City will not be bound by any oral statement or offer made contrary to the written specifications.
5. **AGREEMENT NEGOTIATIONS:** In establishing an agreement as a result of the solicitation process, the City may:
- 5.1. Review all submittals and determine which Respondents are reasonable qualified for award of the agreement;
 - 5.2. Determine the Respondent whose submittal is most advantageous to the City considering the evaluation criteria;
 - 5.3. The City reserves the right to interview any and all Respondents to try to determine the most responsive, qualified candidate;
 - 5.4. Attempt to negotiate with the most responsive, qualified Respondent an agreement at fair and reasonable terms, conditions and cost;
 - 5.5. If negotiations are successful, enter into a contract agreement;
 - 5.6. If not successful, formally end negotiations with that Respondent The City may then:
 - 5.6.1. Select the next most highly qualified Respondent and attempt to negotiate an agreement at fair and reasonable terms, conditions and cost with that Respondent; and
 - 5.6.2. The City shall continue this process until an agreement is entered into or all negotiations are terminated.

- 5.7. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received.
6. **POST AWARD MEETING:** The City and Respondent shall have a post award meeting to discuss, but not be limited to the following:
 - 6.1. Provide City contact(s) information for implementation of agreement; and
 - 6.2. Identify specific milestones, goals and strategies to meet objectives.

PART III

SPECIFICATIONS

1. **SCOPE OF WORK:** A preliminary scope of work to design and engineer two water ground storage tanks and a related pump station, includes but is not limited to:
 - 1.1. Goal is to engineer, design, and construct two new ground storage tanks (GST) and a pump station (PS) to increase and control flows from the BCRUA (Brushy Creek Regional Utility Authority) at the Ronald W. Reagan Boulevard corridor to include 2 Phases. Phase 1 of this project includes a 2.5 MG (Million Gallon) ground storage tank (GST) and the initial phase (~17.5 MGD) of the pump station. Phase 2 will complete the ultimate build-out, which will include a second 2.5 MG ground storage tank and build-out of the pump station to 30 to 35 MGD (Million Gallons per Day) under Phase 2;
 - 1.2. Planning, Cost Analysis, and Budget review. Review available systems which would meet the City's needs and requirements. Pre-construction project planning includes preliminary cost estimate and estimated timeline of planning and design;
 - 1.3. Meet with City staff, and the City's representatives, to review the scope of the project, establish design standards, coordinate project's impact on city's distribution system and become familiar with any concerns;
 - 1.4. Review, prepare, and manage all pre-development requirements, including environmental and archeological reviews, hydrology and drainage requirements per Atlas 14, geotechnical studies, surveying including topography, traffic studies, if needed, and any other studies required by all governing entities;
 - 1.5. **DEVELOPMENT PHASE:** Successful Respondent shall participate in a series of planning meetings with City staff to assess the City's needs and determine the best approach for the project; Pre-development phase services provided by the successful respondent shall include but not be limited to:
 - 1.5.1. Participation in a pre-development kickoff meeting, and take notes to record items discussed and decisions made during this and all meetings;
 - 1.5.2. Utilize previously developed topographic site and tree survey;
 - 1.5.3. Conduct a hydraulic and hydrologic study of site and provide H&H report;
 - 1.5.4. Geotechnical investigation, recommendations, and report;
 - 1.5.5. Deliverables:
 - 1.5.5.1. Digital - pdf copy of the pre-development kick-off meeting notes;
 - 1.5.5.2. Digital – pdf copy of H&H report;
 - 1.5.5.3. Digital - pdf copy and a hard copy of the geotechnical investigation report;
 - 1.5.5.4. Digital – dwg copy of the survey; and
 - 1.5.5.5. Digital - pdf of design schedule.
 - 1.6. **SCHEMATIC DESIGN (30%) PHASE SERVICES:** Conceptual design phase services provided by the successful Respondent shall include but not be limited to:
 - 1.6.1. Preparation of a base map using the topographical / existing conditions survey;
 - 1.6.2. Preparation of a schematic plan of the proposed site development;
 - 1.6.3. Preparation of a rough-order-of-magnitude (ROM) opinion of probable cost;

- 1.6.4. Preparation of a milestone construction timeline;
- 1.6.5. Participate in a review meeting. Could be virtual;
- 1.6.6. Deliverables:
 - 1.6.6.1. Digital - pdf copy and dwg file of the base map;
 - 1.6.6.2. Digital - pdf copy of the schematic plans;
 - 1.6.6.3. Digital - pdf of ROM opinion of probable cost;
 - 1.6.6.4. Digital - pdf of construction milestone timeline; and
 - 1.6.6.5. Digital - pdf of updated design schedule.
- 1.7. **DESIGN AND CONSTRUCTION DOCUMENT (60%, 90%, 100%) PHASE SERVICES:** The design and construction document phase services provided by the successful Respondent shall include but not be limited to:
 - 1.7.1. Preparation of 60% construction documents will commence upon approval of the schematic designs, and shall include, but not be limited to the following:
 - 1.7.1.1. Existing Conditions / Clearing and Demolition Plan;
 - 1.7.1.2. Phased Site Plan;
 - 1.7.1.3. Erosion Control Plan and Details, relative to SWPPP;
 - 1.7.1.4. Traffic Control Plan and Details;
 - 1.7.1.5. Grading and Drainage Plan and Details;
 - 1.7.1.6. Irrigation Plan and Details, showing phased construction of second GST;
 - 1.7.1.7. Landscaping and planting Plan; and
 - 1.7.1.8. Amenity Plan specifying all water features, fountains, seating, shade structures and/or other park features.
 - 1.7.2. Preparation of technical specifications and bidding documents at the ninety (90%) percent and final level of completion for the items listed above;
 - 1.7.3. An opinion of probable construction costs and estimated construction schedule will be prepared at the sixty (60%) percent level of completion and will be updated with each level of construction document completion (90% and 100%);
 - 1.7.4. Construction Documents will be submitted to the City for review at sixty (60%) percent and ninety (90%) percent completion;
 - 1.7.5. Participate in a review meeting after each phase and each review. Could be virtual. Anticipate at least one (1) in-person review at the City offices;
 - 1.7.6. Construction Documents at ninety (90%) percent will be submitted electronically through the City's HUB process for Site Development permit, and PLANNING and ENGINEERING review and comments;
 - 1.7.7. Provide signed and sealed construction documents by all licensed professionals;
 - 1.7.8. Preparation for and attendance at least one (1) City Council meeting to discuss the design and documents, if needed. Notes will be taken to record items discussed and decisions made during this meeting;
 - 1.7.9. Deliverables:
 - 1.7.9.1. Digital – pdf copy at sixty (60%) review documents in a 24"x36" format;
 - 1.7.9.2. Digital – pdf copy at ninety (90%) review documents in a 24"x36" format;
 - 1.7.9.3. One (1) 24x36 hard copy, with wet stamps and signatures, and pdf, TIF, and dwg copies of the final construction and bid documents;
 - 1.7.9.4. Digital - pdf copy of the updated opinion of probable construction cost; and
 - 1.7.9.5. Digital - pdf copy estimated construction schedule.
- 1.8. **BIDDING PHASE SERVICES:** The bidding phase services provided by the successful Respondent shall include but not be limited to:
 - 1.8.1. Provide bid documents to attach to City's bid documents and instructions;
 - 1.8.2. Coordinate and assist City with distribution of construction documents;
 - 1.8.3. Participate in a Pre-Bid Conference and preparation of notes to record items discussed and decisions made during this conference;
 - 1.8.4. Address inquiries from Bidders during the bid phase and issue addendums to the Construction Documents if required;
 - 1.8.5. Participate in the Bid Opening and prepare a Bid Tabulation;
 - 1.8.6. Provide a Bidder recommendation;
 - 1.8.7. Deliverables:

- 1.8.7.1. Digital - pdf copy of the pre-construction meeting notes;
 - 1.8.7.2. Digital - pdf copy of all addendums; and
 - 1.8.7.3. Digital - copy of the Bid Tabulation and Recommendation.
- 1.9. **CONSTRUCTION PHASE SERVICES:** The construction phase services provided by the successful Respondent shall include but not be limited to:
- 1.9.1. Participate in a pre-construction conference. Meeting notes will be prepared to record items discussed during this conference;
 - 1.9.2. Participate in periodic observation/site visits during construction. Construction observation reports accompanied by construction progress photographs will be prepared for each site visit, which should be at least once per month, to accompany and compliment Respondent's invoices. Anticipate up to sixteen (16) construction site visits;
 - 1.9.3. Review shop drawings, submittals, requested substitutions; providing clarifications as required;
 - 1.9.4. Review request for information (RFI's) and provide written responses to the Contractor in the form of Proposal Requests, Change Orders, or Construction Change Directives. RFI's shall be responded to within 48 hours;
 - 1.9.5. Prepare documentation for change orders; if required;
 - 1.9.6. Participate in a site visit and observation to create a punch list of deficient items, as Substantial Completion;
 - 1.9.7. Participate in follow-up site visit(s) to observe completion of punch list items;
 - 1.9.8. At the conclusion of construction activities and prior to the preparation of record drawings, coordinate with the Contractor on documentation of any changes made during construction;
 - 1.9.9. Preparation of Record Drawings using information provided by the Contractor;
 - 1.9.10. Deliverables:
 - 1.9.10.1. Digital - pdf copy of pre-construction conference notes;
 - 1.9.10.2. Digital - pdf copy of site visit reports;
 - 1.9.10.3. Digital – pdf copies of reviewed and approved/rejected submittals;
 - 1.9.10.4. Digital - pdf copy of each proposal request, change order, and construction change directive;
 - 1.9.10.5. Digital - pdf copy of each request for information (RFI);
 - 1.9.10.6. Digital - pdf copy of the Substantial Completion observation report and punch list;
 - 1.9.10.7. Digital - pdf copy of the follow-up final observation reports; and
 - 1.9.10.8. One (1) hard copy, 24"x36" format, and a digital pdf copy of the Record Drawings.
- 1.10. Bid documents to be written for phased project construction. The two (2) separate GSTs and pump installations will be bid and constructed in separate phases;
- 1.11. Construction administration and observation including conferences, monthly site observations and regularly scheduled progress meetings with the City;
- 1.12. Final site survey of new site systems, at the completion of each construction phase;
- 1.13. Project closeout, establishment of warranties, and guarantees. Final start-up and certification of mechanical, electrical, and plumbing systems;
- 1.14. Provide certified record drawings as well as electronic copies in both PDF and an approved editable format (.dwg);
- 1.15. Provide Engineers Concurrence Letter at end of project;
- 1.16. Attend one (1) Lessons Learned meeting at the end of each phase of construction and provide compiled notes;
- 1.17. Follow all applicable codes, which include but is not limited to the following:
- 1.17.1. National Electrical Code;
 - 1.17.2. Texas Department of State Health Services;
 - 1.17.3. International Code Council, Building Code;
 - 1.17.4. Americans with Disabilities Act (ADA) and Texas Accessibility Standards (TAS);
 - 1.17.5. Occupational Safety and Health Act (OSHA); and

- 1.17.6. In addition there are multiple American Society for Testing Materials (ASTM) and National Sanitation Foundation (NSF) standards which are to be considered.
- 1.18. The firm will work with the City, prior to the City issuing a construction request for bid/proposal, to ensure the feasibility and constructability of their designs, and that the estimated cost of construction of the project is within acceptable industry standards through value engineering, the selection of building systems and materials, cost estimating, scheduling, and other means.

PART IV

RESPONSE REQUIREMENTS

1. **SOLICITATION SUBMISSION REQUIREMENTS:** To achieve a uniform review process and obtain the maximum degree of comparability, the responses shall be organized in the manner specified below. Responses shall not exceed twenty (20) pages in length (excluding title pages(s) and index/table of contents, attachments or dividers). Information in excess of those pages allowed will not be evaluated. One page shall be interpreted as one side of a double-spaced, printed, 8 1/2" X 11" sheet of paper. It is recommended that responses not be submitted in ringed binders or metal spirals to conserve cost for both the Respondent and the City.

The Respondent shall submit **one (1) original signed paper copy and four (2) copies**, clearly identified as a "COPY" of its Response.

In addition, the Respondent shall submit one (1) flash drive containing a complete identical copy of Respondent's submission in an acceptable electronic format (PDF, RTF, TXT, DOC, XLS). A complete copy of the Response includes all documents required by this Solicitation. The flash drive shall be titled: "SOLICITATION NUMBER - Complete copy of [Name of Respondent]'s submission."
Failure to provide a flash drive may result in disqualification for award.

If supplemental materials are included with the Response, each flash drive must include such supplemental materials. The Response and accompanying documentation are the property of the City and will not be returned.

- 1.1. Title Page (1 page) – Show the solicitation title and number, the name of firm, address, telephone number(s) name of contact person and date.

TAB #1

- 1.2. Letter of Transmittal (1 page) – Identify the services for which solicitation has been prepared.

1.2.1. Briefly state your firm's understanding for the services to be performed and make a positive commitment to provide the services as specified.

1.2.2. Provide the name(s) of the person(s) authorized to make representations for your firm, their titles, address, telephone numbers and e-mail address.

1.2.3. The letter shall be signed by a corporate officer or other individual who has the authority to bind the firm. The name and title of the individuals(s) signing the solicitation shall be clearly shown immediately below the signature.

TAB #2

- 1.3. Table of Contents (1 page) – Clearly identify the materials by Tab and Page Number.

TAB #3

- 1.4. Previous Performance/Experience – Provide detailed information on firm and team experience with providing Services as described in the Scope of Work.

1.4.1. Respondent shall identify key project staff, task leaders and sub-consultants along with their respective field and expected services to the City for the Scope of Work on behalf of the firm. Information shall include education and professional registrations. Resumes shall be included for each of the individuals and sub-consultants referenced which demonstrate their qualifications to satisfy all the critical and service requirement areas. The City reserves the right to approve or disapprove all sub-

consultants prior to any work being performed. **RESUMES SHALL NOT COUNT TOWARD THE 20-PAGE CONTENT LIMIT.**

- 1.4.2. Respondent shall provide a representative list of similar completed projects in the past 5 years with a scale and complexity similar to the project being considered by the City. The list shall include the location, City, services provided by your firm, term of services, member on proposed team that participated in the project, project construction cost, beginning and ending dates, and an owner contact name, telephone number, and an email address. Include a brief overview of each project with, at a minimum, a short description of the services provided and methodology used for each project.
- 1.4.3. Proof of licensure shall be required with submittal. Persons and firms practicing Engineering Services in the State of Texas must possess proper licensing and registration in accordance with Texas laws.

- | | |
|---------------|--|
| TAB #4 | 1.5. <u>Available Resources and Consultant Location</u> – Provide information on size, resources and business history of the firm. |
| TAB #5 | 1.6. <u>Methodology</u> – Respondent shall define the method and approach to be used. |
| TAB #6 | 1.7. <u>Timeline</u> – Respondent shall provide a timeline to complete the project as per the Scope of Work contained herein. |
| TAB #7 | 1.8. <u>Work Samples</u> – Respondent shall provide work samples of designs successfully completed for similar properties. Work samples can include but are not limited to preservation plans, drawings, renderings and photography. |

PART V

1. **CONFIDENTIALITY OF CONTENT:** All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.
- 1.1 Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
- 1.2 If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.
2. **ETHICS ORDINANCE AND DISCLOSURE STATEMENTS:** The City's Ethics Ordinance requires persons seeking to enter discretionary contracts with the City or appearing before the City Council or another City board or body to disclose certain conflicts of interest. The relevant sections of the Ethics Ordinance are set forth below. The Ethics Ordinance can be found in Article 9.05, Chapter 9 of the City's Code of Ordinances at the following link:
<http://z2codes.franklinlegal.net/franklin/Z2Browser2.html?showset=leanderset>

Sec. 9.05.007 Persons doing business with the city

- (a) Persons seeking discretionary contracts.

- (1) For the purpose of assisting the city in the enforcement of provisions contained in this article, an individual or business entity seeking a discretionary contract from the city is required to disclose in connection with a proposal for a discretionary contract any conflict of interest. This is set forth in [sections 9.05.004](#) and [9.05.005](#) of this article. Further, the individual or business entity agree to abide by the same ethical standards as set forth for public servants in this article.
 - (2) Subsection (a) of this section will become a permanent footnote on documents contained in city bid packets for discretionary contracts.
- (b) Disclosure of conflicts of interest by persons appearing before a board or city body. A person appearing before any city board or other city body for the purpose of doing business with the city shall disclose to that board or body any facts known to such person which may show or establish that:
- (1) An employee or officer of the city that advises or makes presentations to the board or city body; or
 - (2) Any member of the board or city body; has or may have a conflict of interest pursuant to chapter 171, Tex. Loc. Gov't. Code, or an interest which would violate the ethical standards set forth in this article, if he or she were to participate in the processing or consideration of the subject matter.

Sec. 9.05.009(f) Disclosure by persons appearing before a city body. Any person who appears before any city body who has had business dealings within the preceding 12-month period involving one or more transactions of five hundred dollars (\$500.00) or more each quarter, or for a total of twenty-five hundred dollars (\$2,500.00) or more, within the preceding 12-month period with a councilmember, commissioner, or business entity in which a councilmember or commissioner has a substantial interest, shall disclose such business dealings at the time of the appearance. Any person who shall intentionally or knowingly fail to make the aforesaid disclosure shall be guilty of a misdemeanor and shall be fined in accordance with this article.

APPENDIX A

Additional Terms

[Add for Establishing Construction Budget]

Without limiting the generality of the foregoing, ENGINEER will assist OWNER in establishing a Fixed Construction Budget for the PROJECT, and in designing the PROJECT to fall within the Fixed Construction Budget. In the event that the PROJECT is let for bids, and the lowest responsible bid exceeds the Fixed Construction Budget, OWNER may (i) agree to proceed with the PROJECT as designed and pay the excess construction costs, (ii) terminate the PROJECT, or (iii) require the ENGINEER to redesign the PROJECT at no additional cost to OWNER, in accordance with design-criteria, specifications and plans approved by OWNER to fit within the Fixed Construction Budget. The ENGINEER'S opinions of probable construction costs provided for herein are to be made on the basis of the ENGINEER'S experience and qualifications and represent the ENGINEER'S best judgment as an experienced and qualified professional generally familiar with the industry. Although the ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, the ENGINEER cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by the ENGINEER, the OWNER shall have the rights provided for in this Section.

[Add for Contract Administration]

If the ENGINEER's scope of services includes contract administration in connection with the construction of the PROJECT, the ENGINEER shall be responsible for overseeing the Contractor's performance of its construction obligations, reviewing submissions required by the

Contract Documents, responding to requests for clarification, reviewing applications for payment and advising OWNER whether to pay all or any portion of the same, reviewing the contractor's work for compliance with the Engineer's design and the Construction Documents, and reporting any problems or potential problems to the OWNER with regard to the construction, and keeping OWNER apprised of the Contractor's work, and assisting OWNER with disputes or claims with Contractor involving the work, all in a timely manner so as not to delay construction, and to prevent or mitigated consequences to OWNER of any of problem with the construction or Contractor's performance. The ENGINEER is not responsible for any failure of the Contractor to perform its contract obligations, but ENGINEER is responsible for the performance of ENGINEER's services in connection with this AGREEMENT. The ENGINEER will also review the PROJECT prior to the expiration of any warranty period, and assist OWNER with identifying defects in material or labor and securing Contractor's repair or replacement of defective work.

[Add if Particular Staff Required]

PERFORMANCE OF SERVICES

The ENGINEER'S associated subconsultants to be utilized in the performance of the PROJECT professional services (as described in Section II following) are identified in Exhibit "C." The persons identified as principal ENGINEER and the subconsultants shown in Exhibit "C" shall not be changed except with the OWNER'S prior written acknowledgment and concurrence, which shall not be unreasonably withheld. If MBE/WBE participation is required by law or the terms of the grant used to fund the PROJECT, and in the event that the ENGINEER proposes the termination of an identified "Minority Business Enterprise" (MBE) or a "Women Business Enterprise"

(WBE) certified subconsultant firm from its employ on this PROJECT, the ENGINEER shall substitute a subconsultant firm of like certification. If the ENGINEER is unable to substitute a subconsultant firm of like certification, the ENGINEER shall provide OWNER with documentation of their efforts to acquire the services of a MBE/WBE replacement firm. The OWNER'S MBE/WBE certifications shall solely apply to this AGREEMENT.

Bid Info:		CITY OF LEANDER REQUEST FOR QUALIFICATIONS PLANNING, DESIGN, AND ENGINEERING SERVICES FOR THE RONALD REAGAN GROUND STORAGE TANKS AND PUMP STATION			
Solicitation No.	S23-005	Opening:	3/23/2023		
EVALUATION CRITERIA		Max Points	K Friese + Associates	KSA	Walker Partners
Relevant Qualifications and Experience		20	19	16	19
• Identify key project staff, task leaders, and sub-consultants and their expected services • Provide the proposed Project Manager’s experience with similar size/types of tasks.					
Available Resources		20	17	16	17
• Information on staffing size • Size by areas of expertise • Staff availability to perform services • Business history of the firm					
Methodology, Approach, and Timeline		40	38	31	35
• Explain how the proposed team will approach, develop, and manage this particular type of project • Provided timeline from respondent to complete the project					
Work Samples and References		20	18	15	17
• Provided work samples of designs successfully completed for similar projects • Responses from provided references					
TOTAL:		100	92	78	88
			Interviewed		Interviewed
			Award		



EXECUTIVE SUMMARY
08/03/2023

AGENDA SUBJECT:

Acceptance of public infrastructure improvements for Rosenbusch Ranch Phase 2.

BACKGROUND:

The public infrastructure improvements required for the Rosenbusch Ranch Phase 2 Subdivision have been installed, inspected, and are satisfactorily completed. All documentation required for acceptance of this project have 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 (2)- year term maintenance bond.

The maintenance bond will commence its two (2)- year term upon City Council acceptance, as anticipated, on August 3, 2023, which will provide warranty and maintenance coverage for public infrastructure improvements through August 3, 2025. The Engineering Department will perform a formal inspection of the improvements approximately thirty (30) days prior to the expiration of the maintenance bond to assure that any defects in materials, construction, or maintenance are corrected prior to expiration of the bond.

RECOMMENDATION:

Staff recommends City Council's formal acceptance of the public infrastructure improvements for Rosenbusch Ranch Phase 2.

PRESENTER:

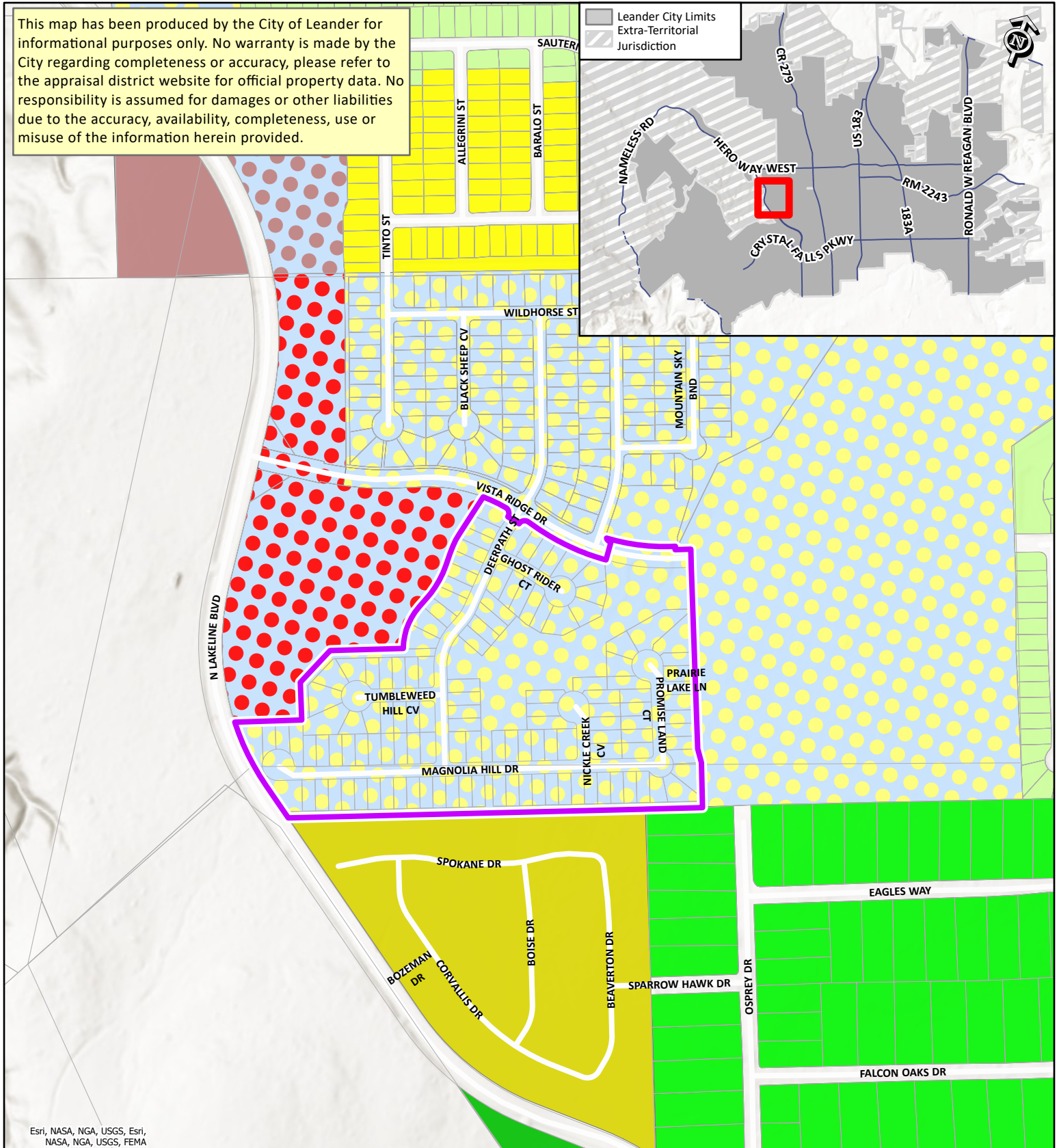
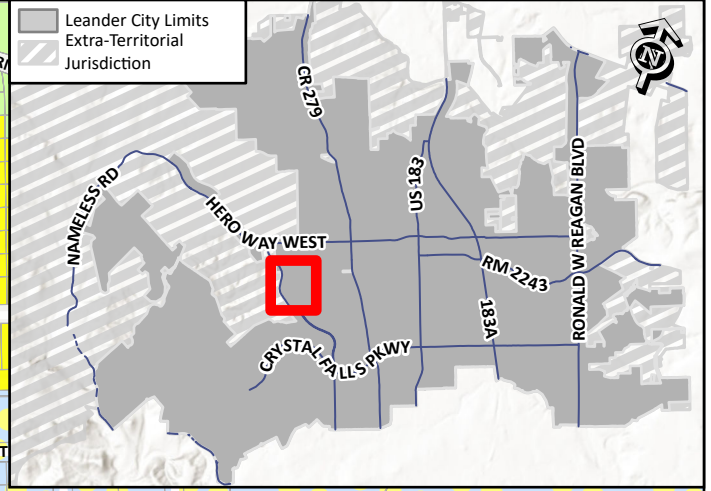
Emily Truman, P.E., CFM, PMP, City Engineer

Attachments

1. Acceptance Documents Rosenbusch Ranch Phase 2

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 appraisal district website for official property data. No responsibility is assumed for damages or other liabilities due to the accuracy, availability, completeness, use or misuse of the information herein provided.

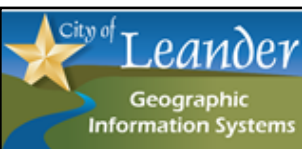
Leander City Limits
Extra-Territorial
Jurisdiction



SUBDIVISION ACCEPTANCE

Rosenbusch Ranch Ph 2 - 20-PICP-041

Accepted Subdivision



- RESIDENTIAL
- SFR - Single-Family Rural
- SFE - Single-Family Estate
- SFU - Single-Family Urban
- SFC - Single-Family Compact
- SFL - Single-Family Limited
- RETAIL / COMMERCIAL
- LC - Local Commercial
- PUD LAND USE
- PUD - Single-Family

- PUD - Local Commercial
- PUD - General Commercial



0 500 1,000
Feet



December 15, 2022

Xavier Garza
HR Green
5508 Highway 290 West, Ste. 150
Austin, Texas 78735

TDLR Project Number: TABS2021017834

PROJECT:

Rosenbusch Ranch Phase 2
Lakeline Blvd, south of Carneros Ranch
Leander, TX 78641

INSPECTION COMPLETED – NO VIOLATIONS

Dear Xavier:

We are pleased to inform you that the referenced facility has been inspected and found to be in substantial compliance with provisions of the Texas Government Code, Chapter 469.

The inspection results will be forwarded to the Texas Department of Licensing and Regulation for issuance of the final approval letter. For newly constructed buildings and facilities, the Department will provide a Notice of Substantial Compliance (Certificate and Decal) to the owner up on receipt of a completed Notice of Substantial Compliance Request Form.

Please note, this determination does not address the requirements of the Americans with Disabilities Act (ADA), (P.L/ 101-336), or any other state, local, or federal requirements. For information on the ADA, please contact the United States Department of Justice, Civil Rights Division at (202) 514-0301.

Please reference the TABS number in all future correspondence pertaining to this project.

Sincerely,

A handwritten signature in black ink, reading 'Jesús Lardizábal'.

Jesús Lardizábal, RAS #1051



DEVELOPMENT TX

▶ 5508 Highway 290 West | Suite 150
Austin, Texas 78735
Main 512.872.6696 + **Fax** 713.965.0044
TBPELS Firm F-16384 / F-10194101
▶ **HRGREEN.COM**

**ENGINEER'S CONCURRENCE LETTER
FOR FINAL INSPECTION AND
ENGINEERING RELEASE**

March 31, 2023

City of Leander
201 N. Brushy Street
Leander, Texas 78641

RE: Rosenbusch Ranch Phase 2 (20-PICP-041)

Engineer's Concurrence Letter

I, Xavier Garza, P.E., registered professional engineer, and/or members of our staff made a visual inspection of the above referenced project and periodically visited the site to observe the construction activities. Based on our observation, I represent, to the best of my knowledge, that the improvements within the Rosenbusch Ranch Phase 2 Construction Plans have been completed in general conformance with the approved construction plans.

Based on our construction observation and site visits, I have observed that the grading, water, wastewater, drainage, and paving infrastructure was constructed per the approved plans with insignificant deviations by the general contractor. I, therefore, verify the adequate completion of this project.

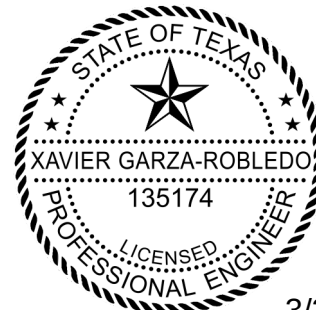
Note that this Concurrence Letter excludes the streetlights and landscaping improvements. Performance & Payment Bonds, which cover the cost of these improvements, have been posted with the City of Leander to record the final plat.

If you should have any questions or comments, please contact me at 512-872-6696 or at Xavier.garza@hrgreen.com.

Sincerely,

A handwritten signature in black ink that reads 'Xavier Garza'.

By: _____
Xavier Garza, PE
TBPE Firm #16384



3/31/2023

MAINTENANCE BOND
Subdivision Improvements
Bond Number: 2331943

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Liberty Civil Construction, LLC
as Principal, whose address is 2937 Hero Way Leander, TX 78641 and
Swiss Re Corporate Solutions America Insurance Corporation a Corporation organized under the
laws of the State of Missouri, 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 Five Hundred Sixty-nine Thousand Eight Hundred Twenty-eight & 70/100
(\$ 569,828.70) 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 Rosenbusch Ranch Phase 2 Public Improvements Construction Plan - 20-PICP-041
(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 be 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 28th day of April, 2023.

Liberty Civil Construction, LLC

Principal

By: 

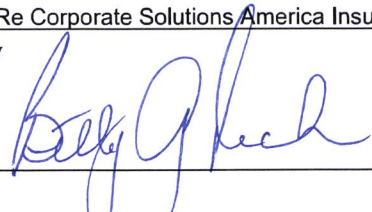
Title: Michael Ehrhardt, President

Address: 2937 Hero Way

Leander, TX 78641

Swiss Re Corporate Solutions America Insurance Corporation

Surety

By: 

Title: Betty J. Reeh, Attorney-in-Fact

Address: 1200 Main St., Suite 800

Kansas City, MO 64105

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

Acrisure LLC, dba IBTX

32335 US Highway 281 S, Suite 1201 Bulverde, TX 78163

(Seal)

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

BETTY J. REEH, CLARK D. FRESHER, BRYAN K. MOORE, ANDREW ADDISON, ELIZABETH ORTIZ,

ANA OWENS, PATRICK COYLE, PATRICIA ANN LYTLE, AND MICHAEL D. HENDRICKSON

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 20th day of April, 20 23.

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC



March 6, 2023

City of Leander
201 N. Brushy Street
Leander, Texas 78641

RE: Rosenbusch Ranch Phase Two (20-PICP-041)
Cost Summary Cover Letter

Dear Mr. Dhakal,

On behalf of our client, HR Green is submitting the enclosed closeout package containing all items on the Subdivision Acceptance Checklist. Below is the relevant project information.

Project Information:

Final Plat Legal Name as Recorded: Rosenbusch Ranch Phase Two
Engineer of Record on Approved Construction Documents: Keith Parkan, P.E.
Contractor: Liberty Civil Construction, LLC
Owner: Continental Homes of Texas, L.P. by CHTEX of Texas, Inc.
Name of Bank Bond for Fiscal Posting: RLI Insurance Company*
Name of Bank Bond for Maintenance Bonds: TBD

*Fiscal was posted previously to record the final plat.

Below is a summary of costs pertaining to the four categories for the maintenance bond: Streets, Drainage, Wastewater, and Water. Total Costs & Quantities by the Contractor are provided for each category with this submittal.

Cost Summary

Cost Category	Amount
Streets	\$768,493.70
Drainage	\$3,380,798.93
Wastewater	\$703,011.52
Water	\$845,982.83
Total:	\$5,698,286.98
Maintenance Bond (10%):	\$569,828.70

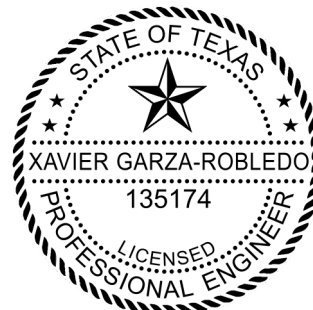
Inspection Fee

Total Improvements:	\$5,698,286.98
Currently Paid Inspection Fees:	\$134,984.23
<u>Inspection Fees (3.5%):</u>	<u>\$199,440.04</u>
Remaining Inspection Fees to be Paid:	\$64,455.81

If you should have any questions or comments, please contact me at 512-872-6696 or at Xavier.garza@hrgreen.com.

Sincerely,

Xavier Garza, P.E.
HR Green
TBPE Firm #16384



3/6/2023

SUBSCRIBED AND SWORN TO BY Affiant on this 14 day of March, 2023.

AFFILIANT:

Signature:

Typed Name: Michael Ehrhardt

Title: President

STATE OF TEXAS

COUNTY OF WILLIAMSON

BEFORE ME the undersigned authority on this day personally appeared Michael Ehrhardt, 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 14 day of March, 2023.




Notary in and for the State of Texas

Name: Stacy Small

My commission expires: 03/04/2024



EXECUTIVE SUMMARY
08/03/2023

AGENDA SUBJECT:

Approval of Service Agreement and Proposal #21-3070 Rev. 3 with Control Panels USA, Inc. to perform a city-wide radio network upgrade to Full GE Orbit Radio network for the City of Leander Water and Wastewater Distribution SCADA system in the amount of \$113,148.00; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

Since 2012, Control Panels USA, Inc. (CP USA) has been supporting and maintaining the city-wide Water and Wastewater Distribution SCADA system. They are administrators of both the SCADA hardware and the software which has been customized to meet the City's needs. They have intricate knowledge of the City's system and have worked closely with City staff to install, manage, and perform timely upgrades, repairs, and improvements per City's Master Plan and growth for the past 10+ years. They are the sole provider for the City's water and wastewater SCADA integration and maintenance.

Under this scope of work, CP USA will perform a City wide radio network upgrade to Full GE Orbit Radio network. This will replace older radios that are no longer serviceable with newer, interchangeable radios with cellular backup. Work will be performed in phases to minimize downtime and process control management over the overall scope of the project.

Based on discussion and the City Attorney's understanding of the facts, in her opinion the purchase qualifies for two exceptions to competitive bidding – public health and safety and sole source.

RECOMMENDATION:

Staff respectfully recommends approval of Service Contract and Proposal #21-3070 Rev.3 with Control Panels USA Inc.; and authorize the City Manager to execute any and all necessary documents.

PRESENTER:

Gina M. Ellison, P.E., Public Works Director

Fiscal Impact

<u>Amount requested:</u>	\$113,148.00
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	One-time
<u>Fund source (Operating / Utility / etc.):</u>	GL#20-06-7701 & GL#20-02-7701

Attachments

1. COL-21-3070 Full GE Orbit Radio Network Contract

STATE OF TEXAS)
) SERVICES AGREEMENT
COUNTY OF WILLIAMSON)

This Agreement for Full GE Orbit Radio Network Equipment and Services (this "Agreement") is made and entered into by and between the City of Leander, Texas, a home-rule Texas Municipal Corporation ("the City") and Control Panels USA, Inc. ("Contractor"), a Texas corporation located at 16310 Bratton Lane, Suite 100, Austin, Texas 78728 (collectively, "the Parties").

WITNESSETH:
(RECITALS)

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contractor and the City, agree as follows:

1. **Scope of Services.** Contractor shall undertake and complete the services as more specifically described in the Proposal attached hereto and incorporated herein by reference as **Exhibit A** ("the Services"). Notwithstanding any statements in the Proposal to the contrary, the Contractor agrees that the Proposal is valid. The Services shall be performed in accordance with this Agreement and the City's Standard Definitions, Terms, and Conditions found at the following link: https://www.leandertx.gov/sites/default/files/fileattachments/finance/page/233/city_of_leander_po_to_2022.pdf, which are herein incorporated by reference. In the event of a conflict between this Agreement and the Standard Definitions, Terms, and Conditions, this Agreement shall control. In the event of a conflict between this Agreement and the Proposal, this Agreement shall control.

2. **Commencement and Completion of Services.** Contractor shall begin Services immediately upon receipt of a fully executed copy of this Agreement. Contractor shall complete the Services by the dates set forth in the Proposal unless such date is otherwise extended pursuant to the terms of this Agreement. The term ARO set forth in the Proposal means "After Receipt of Order", and refers to the date that the equipment needed for Phase Two – Northern Radio Network" is received by Contractor. Contractor shall order the equipment within 10 days of the Effective Date of this Agreement.

3. **Term.** This Agreement shall be for a term ("the Initial Term") beginning on the Effective Date entered below and ending on the earlier of: a) (if applicable) the date all of the Services are complete, the Compensation has been fully paid, the warranty period has expired, and any warranty work required has been completed and accepted by the City, subject to early termination as provided herein.

4. **Compensation.** In consideration for the Services performed by Contractor in compliance with this Agreement, the City agrees to pay Contractor in the amounts and manner indicated on the document attached hereto and incorporated herein as **Exhibit A**, provided that the total amount for services under this Agreement shall not exceed One Hundred Thirteen Thousand One Hundred Forty-Eight Dollars (\$113,148.00). The Contractor agrees that the pricing set forth in the Proposal The City shall pay properly invoiced amounts for Services performed within thirty (30) days of receipt of the invoice, except where the City has raised an objection to the invoice. Payments are subject to Chapter 2251, Texas Government Code.

5. WARRANTY AND DEGREE OF CARE. CONTRACTOR WARRANTS THE MATERIALS USED SHALL BE FREE OF DEFECT OR FAILURE FOR A PERIOD OF AT LEAST ONE YEAR FROM THE DATE OF COMPLETION OF THE SERVICES AND THAT ALL SERVICES PROVIDED BY CONTRACTOR SHALL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER IN ACCORDANCE WITH THE SPECIFICATIONS OF THIS AGREEMENT AND IN

ACCORDANCE WITH THE DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY COMPETENT CONTRACTORS IN TEXAS APPLICABLE TO THE TYPE OF SERVICES CONTEMPLATED HEREUNDER. IN THE EVENT ANY DEFECT IS DISCOVERED OR DEVELOPS IN MATERIALS PROVIDED BY CONTRACTOR OR WORK PERFORMED BY CONTRACTOR WITHIN ONE YEAR AFTER COMPLETION OF THE SERVICES, CONTRACTOR WILL REPAIR OR REPLACE ANY SUCH MATERIALS OR WORK SO THAT IT IS NOT DEFECTIVE AND MEETS THE REQUIREMENTS OF THIS AGREEMENT.

6. Confidentiality and Ownership of Documents. Contractor shall keep confidential information and documents provided by the City confidential and shall not release them without the consent of the City. Upon completion of Services and payment of the Compensation owed, all documents created for the City pursuant to this Agreement shall be the property of the City and shall be provided to the City by Contractor. Contractor consents to the Proposal being attached to this Agreement and being a public record.

7. Insurance. Contractor shall procure, at its own expense, general liability insurance with a minimum per occurrence limit of one million dollars (\$1,000,000.00) and additional coverage sufficient to cover the Services being provided under this Agreement as determined by the City. Contractor shall provide the City with written notice of any coverage limit change on the insurance. Contractor shall provide the City with proof of insurance required hereunder. The City shall be named as an additional insured on the policy.

INDEMNIFICATION. CONTRACTOR SHALL INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS THE CITY AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CAUSES OF ACTION, FINES, JUDGMENTS, LOSSES, CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, JOINT OR SEVERAL, WHETHER THEY BE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER TYPE OF CLAIM, WHICH MAY BE ASSERTED AGAINST ANY OF THEM ARISING OUT OF OR RELATED TO (I) ANY ACTION BY CONTRACTOR OR ITS AGENTS IN THE CARRYING OUT OF THE SERVICES DURING THE TERM OF THIS AGREEMENT; (II) THE NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT OF CONTRACTOR OR ITS AGENTS; (III) ANY VIOLATION OF ANY REQUIREMENT APPLICABLE TO CONTRACTOR OR ITS AGENTS UNDER ANY FEDERAL, STATE, OR LOCAL LAW OR REGULATION, (IV) THE FAILURE OF CONTRACTOR TO PERFORM SPECIFIED DUTIES UNDER THIS AGREEMENT, OR (V) THE BREACH OF THIS AGREEMENT BY CONTRACTOR, EXCEPT IN EACH CASE TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT OF THE CITY. OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT AND WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

8. Termination. Either Party may terminate this Agreement by providing sixty (60) days written notice to the other Party.

9. Non-Discrimination. Contractor hereby agrees to refrain from any activity in the performance of this Agreement that discriminates against any person or persons based upon race, color, creed, national origin, religion, sex, or communicable disease, in accordance with present federal and state laws.

10. Independent Contractor. Contractor shall be fully responsible for its employees, including meeting all state and federal requirements for minimum wage, income tax withholding, workers' compensation,

insurance, and all city, state, and federal requirements governing employer/employee relations. Contractor hereby certifies that it shall be and is in compliance with all such regulations, laws and requirements.

11. No Third Party Benefit. Nothing herein expressed or implied is intended, or shall be construed, to confer upon or give to any person or entity, other than the parties, any right or remedy under or by reason of this Agreement.

12. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas as to all matters, including but not limited to matters of validity, construction, effect and performance, without regard to conflict of law principles. All actions regarding this Agreement shall be in a court of competent subject matter jurisdiction Williamson County, Texas.

13. Severability. If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Code of the City, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal, or unenforceable clause or provision was never contained herein.

14. Notices. All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

In case of the City, to:
City of Leander
Attention: City Manager
105 N. Brushy Street
Leander, TX 78641

In case of Contractor, to:
Control Panels USA, Inc.
Attn: DAVID W. MORGAN
16310 Bratton Lane, Suite 100
Austin, Texas 78728

15. Entire Agreement. This Agreement and its exhibits contain the entire agreement between the parties with respect to the subject matter hereof and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

16. Amendment. No amendment to this Agreement shall be effective unless in writing signed by both parties.

17. Compliance with Laws. Contractor shall comply with all applicable federal, state, and local laws applicable to the services to be performed under this Agreement.

18. Statutory Verifications:

- a. Boycott of Israel. The City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it; (i) does not boycott Israel; and (ii) will not boycott Israel during the term of the contract.

(Texas Government Code, Chapter 2270.002) by accepting this Agreement, the Contractor hereby verifies that it does not boycott Israel, and agrees that, during the term of this Agreement, will not boycott Israel as that term is defined in the Texas Government Code, Section 808.001, as amended. Further, Contractor hereby certifies that it is not a company identified under Texas Government Code, Section 2252.152 as a company engaged in business with Iran, Sudan, or Foreign Terrorist Organization.

- b. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2271.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Contractor represents that neither the Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.
- c. The Contractor hereby verifies that it and its parent's company, wholly or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such section is not inconsistent with a governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing or investment of funds. As used in the foregoing verification, "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil-based energy and does not commit or pledge to meet environmental standards beyond federal and state law; or (B) does business with a company described as by the preceding statement in (A).
- d. The Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.
- e. Form 1295. Texas law requires that certain business entities, as defined in Texas

Government Code, Section 2252.908, who contract with the City complete the on-line Form 1295 "Certificate of Interested Parties" as promulgated by the Texas Ethics Commission (<https://www.ethics.state.tx.us/filinginfo/1295/>). Form 1295 is also required for any and all contract amendments, extensions or renewals. Prior to any payment to Contractor hereunder, Contractor shall provide proof of submission to the City Secretary that the appropriate Form 1295 documentation has been submitted.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in duplicate originals and effective as of the 4th day of AUGUST, 2023 ("the Effective Date").

CONTRACTOR:

Control Panels USA, Inc, A Texas Corporation

By: 

Name: DAVID W. MORGAN

Title: VICE PRESIDENT

THE CITY OF LEANDER

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

EXHIBIT A
(SEE ATTACHMENT)



Control Panels USA Inc.

"Quality panels that exceed customer expectations."

Proposal

August 4, 2023

Kenley Crowder
City of Leander
Operations Supervisor Water & Wastewater
607 Municipal Drive
Leander, TX 78641
Phone (512) 259-2640 ext.2773
Mobile (512) 695-3094

RE: Proposal #21-3070 Rev.3 - Full GE Orbit Radio Network

Dear Kenley,

Per our previous conversations I am submitting this letter as a proposal to provide the following equipment and services for the above referenced project.

Technical Solution Details

In a previous CP USA Project #20-1946, CPUSA purchased, installed and commissioned Phase One of the GE MDS Orbit Radio System. Phase One included the access point, temporarily installed at Kaufman Loop EST, and the SCADA Master Radio, located at the Leander Maintenance Building. The GE MDS Orbit radio system improvements further converted the San Gabriel Pump Station, Lift Station #25, and Lift Station #33 that were originally configured as GE MDS TransNet radios.

The existing City radio architecture has been redefined to two geographic networks: Northern and Southern. The Northern Network is defined as all City managed water and wastewater sites north of Crystal Falls Parkway with the existing Northeast EST as its access point. The Southern Network is defined as all City managed water and wastewater sites south of Crystal Falls Parkway with the existing Crystal Falls EST as its access point. Each network access point will be GE MDS Orbit MCR series radios and all remote sites, within each network, will be GE MDS Orbit ECR series radios.

CP USA proposes the City radio improvements project to be separated into two Phases corresponding to the Northern and Southern Networks. Performing the improvements in phases will minimize downtime and process control management over the overall scope of the project.

Proposal Basis

This Proposal is based on the following information:

- City of Leander Network Diagram – 01/27/23 (attached)

Phase Two - Northern Network (all sites North of Crystal Falls Parkway)

Hardware

- Sixteen GE MDS Orbit ECR series radios
- Five Null Modem Cables
- Sixteen Ethernet Patch Cables
- Sixteen Mounting kits

Installation and Commissioning Services (Access Point only)

- Swap out existing GE MDS Orbit MCR Access Point radio at Kaufman Loop EST with proposed GE MDS Orbit ECR radio
- Configure new GE MDS ECR radio at Kaufman Loop EST (to be configured as a repeater)
- Install GE MDS Orbit MCR Access Point radio at Northwest EST
- Re-align existing yagi antenna at City Maintenance Office to Northwest EST
- Verify and integrity test communications from access point to City SCADA Northern Master radio
- Revise existing PLC application to message directly from the SCADA PLC to Northwest EST
- Verify and integrity test communications from Kaufman Loop EST to City SCADA Master radio

Installation and Commissioning Services (Typical at existing radio site)

- Remove existing radio (GE MDS TransNet or GE MDS iNet)
- Install and configure new GE MDS Orbit ECR radio
- Update existing site PLC communications with new ethernet IP address scheme
- Update HMI application to existing HMI hardware changing communications from ethernet to serial
- Verify and integrity test communications to City SCADA Master radio
- Update messaging in SCADA PLC for site local PLC

Phase Three – Southern iNet Network (all iNet radio sites)

Hardware

- One GE MDS Orbit MCR series radio (Access Point)
- Wall mount radio enclosure with power supply and ethernet hub (for Access Point radio)
- Two LMR-1200 antenna cable connectors
- Bulk ethernet cable
- Six GE MDS Orbit ECR series radios
- Six Null Modem Cables
- Seven Ethernet Patch Cables
- Seven Mounting kits

Installation and Commissioning Services (Access Point site only)

- Remove existing GE MDS iNet Access Point radio
- Install proposed GE MDS Orbit Access Point radio enclosure in base of EST
- Cut existing antenna cable off within base of EST and terminate to new radio enclosure
- T. Morales sub-contracted to remove excess antenna cable from conduit between the EST and the pump building and pull in new ethernet cables
- Configure new GE MDS Access Point radio
- Verify and integrity test communications from Access Point to City SCADA Master radio (once installed at City Maintenance office)

Installation and Commissioning Services (Typical at existing radio site)

- Remove existing radio (GE MDS iNet)
- Install and configure new GE MDS Orbit ECR series radio
- Update existing site PLC communications with new ethernet IP address scheme
- Update HMI application (if applicable)
- Verify and integrity test communications to City SCADA Master radio
- Update messaging in SCADA PLC for site local PLC

Phase Four – Southern TransNet Network (all TransNet radio sites South of Crystal Falls Parkway)**Hardware**

- Seventeen GE MDS Orbit ECR series radios
- Seventeen Ethernet Patch Cables
- Seventeen Mounting kits

Installation and Commissioning Services (Typical at existing radio site)

- Remove existing radio (GE MDS TransNet)
- Install and configure new GE MDS Orbit ECR series radio
- Update existing site PLC communications with new ethernet IP address scheme
- Update HMI application (if applicable)
- Verify and integrity test communications to City SCADA Master radio
- Update messaging in SCADA PLC for site local PLC

Decommissioning Services (Crystal Falls EST)

- After all TranNet radio sites have been upgrade, remove existing GE MDS TransNet access point from Crystal Falls EST
- Cut antenna cable off in base of EST and install new connector (cable to be left in place in EST as spare to top of EST)
- Remove antenna and mounting hardware from top of EST
- Reroute cable at top of EST to inside to keep it protected until needed as spare

Pricing

DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE	LEAD TIME
Phase Two - Northern Radio Network	1	Lump Sum	\$39,290.00	6 weeks ARO
Phase Three - Southern iNet Radio Network	1	Lump Sum	\$31,242.00	2 week after Phase Two
Phase Four - Southern TransNet Radio Network	1	Lump Sum	\$42,616.00	2 week after Phase Three
Grand Total			\$113,148.00	

Note: Lead Times are based on factory standards without expediting. All lead times are negotiable.

Warranty

CP USA has included a 1-year warranty on all equipment and workmanship.
Warranty effectively begins on the date product ships from CP USA.

Clarifications

- CP USA has not included any other major equipment, panels, instruments, or services unless specifically called-out above
- To minimize site downtime, all radios will be preconfigured at CP USA prior to installation.
- Northern Network – Northwest EST is currently a repeater for multiple sites in this area. The EST will become the Access Point for the Northern network. Once the Access Point is moved to Northwest EST all of these sites will need to be converted to the new Orbit series radios as well to be able to communications with SCADA.
- Southern Network – With the current configuration utilizing Crystal Falls EST as the Access Point for both the iNet and TransNet radio networks, the iNet network will need to be fully swapped out first including the Access Point radio and any remaining remote radios. Once the iNet network is swapped over, the TransNet remotes sites can be easily swapped out one at a time effectively being moved from the TrnsNet network to the Orbit network. When all TransNet remote sites have been replaced, the TransNet Access Point will be decommissioned allowing removal of the second Omni antenna on the Crystal Falls EST.
- No submittals or CAD drawings for any of the access points/sites have been included in this Proposal
- Pricing is only valid if order is received for all items and quantities indicated above. Any pricing shown as broken out is only as an aid for bid purposes.
- Pricing does not include any permits, bonds, or taxes of any kind
- All invoices are due Net 30 Days.
- Should the need arise to cancel an order after receipt of a Purchase Order, CP USA will be entitled to compensation for all work performed, as well as any non-returnable equipment, including overhead and markup, prior to cancelation of order
- This proposal is considered Confidential & Proprietary information of Control Panels USA Inc. It shall only be used by client for consideration of this project. Disclosure to other parties outside of client is prohibited without express written consent by Control Panels USA Inc.

Control Panels USA appreciates the opportunity to provide this control solutions proposal to you. After reviewing please feel free to contact us with questions, comments, or requests for clarification.

Regards,

Christian R. Mohr
Programmer
cmohr@cmohr@controlpanelsusa.net.net
(512) 863-3224

Standard Terms and Conditions

This proposal is valid for 90 days. All items are FOB at CP USA facility located in Austin, Texas, unless shown otherwise above. Any applicable taxes shall be added to invoice. Payment terms are Net 30 days from invoice date unless otherwise indicated above. A late fee will be applied at a rate of 1.5% per month for all overdue payments. The receipt of a purchase order for the above proposal indicates your agreement to these terms. No changes to the above terms can be made without mutual consent in writing.



EXECUTIVE SUMMARY
08/03/2023

AGENDA SUBJECT:

Approval of the purchase from Motorola Solutions, Inc. of five (5) hand-held radios, two (2) in-vehicle radios, and associated service and equipment utilizing Texas DIR Contract 22918-TSO-4101 in the amount of \$80,870.89; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

The adopted FY22-23 Budget includes funds for new and replacement radios for the Fire Department. The two (2) in-vehicle radios are for new fleet, and the five (5) portable radios are replacement radios for ones that have reached the end of life.

The Combined Transportation and Emergency Communication Center (CTECC) is upgrading the Greater Austin/Travis Regional Radio Systems and changing the required encryption system-wide. The new radios will have to comply with this higher encryption requirement, which has an increased cost.

The remaining in-service radios operated by the fire department can mostly be upgraded using a firmware update. However, it's possible that some radios may still require replacement after the laster firmware updates are completed.

The Texas Department of Information Resources (Texas DIR), for the benefit of all State of Texas agencies, issues RFPs seeking the best available pricing from vendors utilizing the combined purchasing volume of all state agencies to support competitive pricing and terms. Municipalities, pursuant to Texas Local Government Code 271.102 (Cooperative Purchasing Program Participation), are allowed to take advantage of these negotiated volume prices at no additional fee to the municipality.

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

Billy Wusterhausen, Fire Chief

Fiscal Impact

Amount requested: \$18,635.14
Approved in current budget (Yes / No): Yes
Expenditure (New / Amended): New
Recurring or one-time: One-Time
Fund source (Operating / Utility / etc.): General Fund

Amount requested: \$62,235.75
Approved in current budget (Yes / No): Yes
Expenditure (New / Amended): New
Recurring or one-time: One-Time

Fund source (Operating / Utility / etc.): General Fund

Attachments

- 1. Mobile Radios
- 2. Portable Radios



LEANDER FIRE DEPT

Leander fire mobile

06/29/2023

06/29/2023

LEANDER FIRE DEPT
200 W WILLIS
LEANDER, TX 78646

RE: Motorola Quote for Leander fire mobile
Dear Stuart Heater,

Motorola Solutions is pleased to present LEANDER FIRE DEPT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide LEANDER FIRE DEPT with the best products and services available in the communications industry. Please direct any questions to Greg Weisman at gregweisman@callmc.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Greg Weisman

Motorola Solutions Manufacturer's Representative

Billing Address:
 LEANDER FIRE DEPT
 200 W WILLIS
 LEANDER, TX 78646
 US

Quote Date:06/29/2023
 Expiration Date:08/28/2023
 Quote Created By:
 Greg Weisman
 gregweisman@callmc.com

End Customer:
 LEANDER FIRE DEPT
 Stuart Heater
 sheater@leandertx.gov
 (512) 528-2848

Contract: 22918 - TX DIR TSO-4101

Line #	Item Number	APC	Description	Qty	List Price	Ext. List Price	Contract Price	Disc \$	Sale Price	Ext. Sale Price
APX™ 8500										
1	M37TSS9PW1AN	0681	APX8500 ALL BAND MP MOBILE	2	\$5,893.68	\$11,787.36	\$4,302.39	\$1,591.29	\$4,302.39	\$8,604.78
1a	GA09008AA	0681	ADD: GROUP SERVICES	2	\$165.00	\$330.00	\$120.45	\$44.55	\$120.45	\$240.90
1b	GA09007AA	0681	ADD: OUT OF THE BOX WIFI PROVISIONING	2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1c	G831AD	0681	ADD: SPKR 15W WATER RESISTANT	4	\$66.00	\$264.00	\$48.18	\$17.82	\$48.18	\$192.72
1d	GA00250AA	0681	ADD: WIFI/GNSS STUBBY ANTENNA LMR240	2	\$110.00	\$220.00	\$80.30	\$29.70	\$80.30	\$160.60
1e	G996AS	0681	ENH: OVER THE AIR PROVISIONING	2	\$110.00	\$220.00	\$80.30	\$29.70	\$80.30	\$160.60
1f	GA00580AA	0681	ADD: TDMA OPERATION	2	\$495.00	\$990.00	\$361.35	\$133.65	\$361.35	\$722.70
1g	GA01513AB	0681	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)	2	\$105.00	\$210.00	\$76.65	\$28.35	\$76.65	\$153.30



Line #	Item Number	APC	Description	Qty	List Price	Ext. List Price	Contract Price	Disc \$	Sale Price	Ext. Sale Price
1h	G628AC	0681	ADD: REMOTE MOUNT CABLE 17 FT APX	4	\$17.00	\$68.00	\$12.41	\$4.59	\$12.41	\$49.64
1i	G51AT	0681	ENH:SMARTZONE	2	\$1,650.00	\$3,300.00	\$1,204.50	\$445.50	\$1,204.50	\$2,409.00
1j	G78AT	0185	ENH: 3 YEAR ESSENTIAL SVC	2	\$288.00	\$576.00	\$288.00	\$0.00	\$288.00	\$576.00
1k	GA00092AU	0681	ADD: APXM DUAL E5 CH	2	\$627.00	\$1,254.00	\$457.71	\$169.29	\$457.71	\$915.42
1l	GA09001AA	0681	ADD: WI-FI CAPABILITY	2	\$330.00	\$660.00	\$240.90	\$89.10	\$240.90	\$481.80
1m	G843AH	0681	ADD: AES ENCRYPTION AND ADP	2	\$523.00	\$1,046.00	\$381.79	\$141.21	\$381.79	\$763.58
1n	G444AH	0681	ADD: APX CONTROL HEAD SOFTWARE	2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1o	G67EH	0681	ADD: REMOTE MOUNT E5 MP	2	\$327.00	\$654.00	\$238.71	\$88.29	\$238.71	\$477.42
1p	GA01517AA	0681	DEL: NO J600 ADAPTER CABLE NEEDED	2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1q	G806BL	0681	ENH: ASTRO DIGITAL CAI OP APX	2	\$567.00	\$1,134.00	\$413.91	\$153.09	\$413.91	\$827.82
1r	GA01670AA	0681	ADD: APX E5 CONTROL HEAD	2	\$717.00	\$1,434.00	\$523.41	\$193.59	\$523.41	\$1,046.82
1s	W22BA	0681	ADD: STD PALM MICROPHONE APX	4	\$79.00	\$316.00	\$57.67	\$21.33	\$57.67	\$230.68
1t	GA01630AA	0681	ADD: SMARTCONNECT	2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1u	G361AH	0681	ENH: P25 TRUNKING SOFTWARE APX	2	\$330.00	\$660.00	\$240.90	\$89.10	\$240.90	\$481.80
2	HKVN4912A	0232	LICENSE,LICENSE, IMW PRESENCE (PER USER)*	2	\$22.00	\$44.00	\$20.90	\$1.10	\$20.90	\$41.80



Line #	Item Number	APC	Description	Qty	List Price	Ext. List Price	Contract Price	Disc \$	Sale Price	Ext. Sale Price
3	HKVN4915A	0877	LICENSE,LICENSE, RADIO ALIAS UPDATE (PER USER)*	2	\$12.00	\$24.00	\$9.78	\$2.22	\$9.78	\$19.56
4	HKVN4914A	0232	LICENSE,LICENSE, IMW GROUP MANAGEMENT*	2	\$24.00	\$48.00	\$22.80	\$1.20	\$22.80	\$45.60
5	HKVN4913A	0877	LICENSE,LICENSE, TRUNKED RADIO USER (PER USER)*	2	\$20.00	\$40.00	\$16.30	\$3.70	\$16.30	\$32.60
Grand Total								\$18,635.14(USD)		

Notes:

- Additional information is required for one or more items on the quote for an order.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.





Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)



LEANDER FIRE DEPT

Leander FD apx Next

06/28/2023

06/28/2023

LEANDER FIRE DEPT
200 W WILLIS
LEANDER, TX 78646

RE: Motorola Quote for Leander FD apx Next
Dear Stuart Heater,

Motorola Solutions is pleased to present LEANDER FIRE DEPT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide LEANDER FIRE DEPT with the best products and services available in the communications industry. Please direct any questions to Greg Weisman at gregweisman@callmc.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Greg Weisman

Motorola Solutions Manufacturer's Representative

Billing Address:
LEANDER FIRE DEPT
200 W WILLIS
LEANDER, TX 78646
US

Shipping Address:
LEANDER FIRE DEPT
200 W WILLIS
LEANDER, TX 78646
US

Quote Date:06/28/2023
Expiration Date:08/27/2023
Quote Created By:
Greg Weisman
gregweisman@callmc.com
925-813-4038

End Customer:
LEANDER FIRE DEPT
Stuart Heater
sheater@leandertx.gov
(512) 528-2848

Contract: 22918 - TX DIR TSO-4101

Line #	Item Number	APC	Description	Qty	Term	List Price	Ext. List Price	Contract Price	Disc %	Disc \$	Sale Price	Ext. Sale Price
	APX™ NEXT		APX NEXT XN ALL									
1	H55TGU9PW8AN	0621	APX NEXT XN; ALL-BAND MODEL 4.5 PORTABLE	5		\$10,441.00	\$52,205.00	\$7,621.93	27.0 %	\$2,819.07	\$7,621.93	\$38,109.65
1a	Q387CB	0621	ADD: MULTICAST VOTING SCAN	5		Included	Included	Included	Included	Included	Included	Included
1b	BD00004AA	0621	ADD: CORE BUNDLE XN	5		\$2,996.00	\$14,980.00	\$2,187.08	27.0 %	\$808.92	\$2,187.08	\$10,935.40
1c	Q806CH	0621	ADD: ASTRO DIGITAL CAI OPERATION	5		Included	Included	Included	Included	Included	Included	Included
1d	Q498BN	0621	ENH: ASTRO 25 OTAR W/ MULTIKEY	5		Included	Included	Included	Included	Included	Included	Included
1e	QA08852AA	0621	ADD: LEATHER CARRY CASE XN	5		\$114.00	\$570.00	\$83.22	27.0 %	\$30.78	\$83.22	\$416.10
1f	QA03399AK	0621	ADD: ENHANCED DATA	5		Included	Included	Included	Included	Included	Included	Included



Line #	Item Number	APC	Description	Qty	Term	List Price	Ext. List Price	Contract Price	Disc %	Disc \$	Sale Price	Ext. Sale Price
1g	Q15AU	0621	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP	5		Included	Included	Included	Included	Included	Included	Included
1h	QA01767BL	0621	ADD: P25 LINK LAYER AUTHENTICATION	5		Included	Included	Included	Included	Included	Included	Included
1i	QA00580BA	0621	ADD: TDMA OPERATION	5		Included	Included	Included	Included	Included	Included	Included
1j	H638EA	0621	ADD: SMART LOCATE MAPPING TRIAL PROMO+	5		-\$56.00	-\$280.00	-\$56.00	0.0%	\$0.00	-\$56.00	-\$280.00
1k	QA09016AA	0621	ADD: LTE FOR VERIZON LTE SERVICE	5		\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	\$0.00
1l	QA09001AM	0621	ADD: WIFI CAPABILITY	5		Included	Included	Included	Included	Included	Included	Included
1m	H797DW	0621	ENH: DVP-XL ENCRYPTION AND ADP	5		Included	Included	Included	Included	Included	Included	Included
1n	H636AB	0621	ADD: APX NEXT APPLICATION BUNDLE PROMO+	5		-\$300.00	- \$1,500.00	-\$300.00	0.0%	\$0.00	-\$300.00	- \$1,500.00
1o	QA08853AA	0621	ADD: CPS ENABLEMENT	5		\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	\$0.00
1p	QA09028AA	0621	ADD: VIQI VC RADIO OPERATION	5		Included	Included	Included	Included	Included	Included	Included
1q	H38DA	0621	ADD: SMARTZONE OPERATION	5		Included	Included	Included	Included	Included	Included	Included
1r	BD00010AA	0621	ADD: SECURITY BUNDLE	5		\$1,023.00	\$5,115.00	\$746.79	27.0%	\$276.21	\$746.79	\$3,733.95



Line #	Item Number	APC	Description	Qty	Term	List Price	Ext. List Price	Contract Price	Disc %	Disc \$	Sale Price	Ext. Sale Price
1s	QA08674AA	0621	ADD: TRIGGER OPTION: APX NEXT XVN500 RSM-NFPA	5		\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	\$0.00
1t	Q361CD	0621	ADD: P25 9600 BAUD TRUNKING	5		Included	Included	Included	Included	Included	Included	Included
2	PSV01S03366A	0712	RADIO MANAGEMENT HOSTED SUPPORT	1		\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	\$0.00
3	PMMN4138A	0372	ACCESSORY KIT, ACCESSORY KIT, XVN500 REMOTE SPEAKER MIC, HIGH IMPACT GREEN WITHOUT KNOB	5		\$775.00	\$3,875.00	\$581.25	25.0%	\$193.75	\$581.25	\$2,906.25
4	SSV01P01901A	0712	SMARTMESSAGING PROMO+	5	1 YEAR	\$75.00	\$375.00	\$75.00	0.0%	\$0.00	\$75.00	\$375.00
5	SSV01P01902A	0712	SMARTMAPPING PROMO+	5	1 YEAR	\$75.00	\$375.00	\$75.00	0.0%	\$0.00	\$75.00	\$375.00
6	LSV01S03446A	0723	APX NEXT DMS ESSENTIAL	5	3 YEARS	\$230.76	\$1,153.80	\$230.76	0.0%	\$0.00	\$230.76	\$1,153.80
7	SSV01S01406A	0712	SMARTCONNECT	5	3 YEAR	\$225.00	\$1,125.00	\$225.00	0.0%	\$0.00	\$225.00	\$1,125.00
8	LSV01S03198A	0724	ASTRO RM HOSTING	5	3 YEARS	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	\$0.00
9	SSV01P01476A	0712	SMARTLOCATE PROMO+	5	1 YEAR	\$75.00	\$375.00	\$75.00	0.0%	\$0.00	\$75.00	\$375.00
10	LSV01S03197A	0724	ASTRO RM TECH SUP & LICENSE	5	3 YEARS	\$96.12	\$480.60	\$96.12	0.0%	\$0.00	\$96.12	\$480.60
11	SSV01P01685B	0612	ELIGIBLE FOR PROMO - CC AWARE STARTER+	5	1 YEAR	\$56.00	\$280.00	\$56.00	0.0%	\$0.00	\$56.00	\$280.00
12	SSV01S01476A	0712	SMARTLOCATE	5	3 YEAR	\$225.00	\$1,125.00	\$225.00	0.0%	\$0.00	\$225.00	\$1,125.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	APC	Description	Qty	Term	List Price	Ext. List Price	Contract Price	Disc %	Disc \$	Sale Price	Ext. Sale Price
13	SSV01S01906A	0712	SMARTMESSAGING	5	3 YEAR	\$225.00	\$1,125.00	\$225.00	0.0%	\$0.00	\$225.00	\$1,125.00
14	SSV01S01907A	0712	SMARTMAPPING	5	3 YEAR	\$225.00	\$1,125.00	\$225.00	0.0%	\$0.00	\$225.00	\$1,125.00
15	SSV01P01406A	0712	SMARTCONNECT PROMO+	5	1 YEAR	\$75.00	\$375.00	\$75.00	0.0%	\$0.00	\$75.00	\$375.00

Grand Total **\$62,235.75(USD)**

Pricing Summary

	List Price	Sale Price
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$77,289.80	\$56,646.15
Year 2 Subscription Fee	\$2,044.80	\$2,044.80
Year 3 Subscription Fee	\$2,044.80	\$2,044.80
Year 4 Subscription Fee	\$1,500.00	\$1,500.00
Grand Total System Price	\$82,879.40	\$62,235.75

Notes:

+ Promotional pricing for 1 year Application Service trial.



Motorola's quote (Quote Number: _____ Dated: _____) is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at <http://www.motorolasolutions.com/msi/omterms>.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



APX NEXT RADIO SOLUTIONS

Overview

APX NEXT is Motorola Solutions' next-generation P25 platform purpose-built for first responders to access and act on information while maintaining focus in critical situations. Across all aspects of the radio experience—deployment, operation, maintenance, and evolution—APX NEXT brings critical advancements to usability and performance. Equipped with broadband, LTE, Wi-Fi, Bluetooth 5.0, and GPS capabilities, APX NEXT extends future-ready performance, applications, and full interoperability to the field and control room to transform accurate data into smarter action.

Key benefits of the APX NEXT include the following:

- **SmartTouch Experience** – Easier operation centered around a redefined 3.6" impact resistant touch display and shallow menu hierarchy. This cleaner and more intuitive visual layout increases the usability of the APX NEXT radio and helps users find the information they need without pause or distraction.
- **Ruggedized, Ergonomic Design** – Increased personnel safety and efficiency with an improved T-Grip ergonomic design, full-color top display, and tactile knobs for efficient use in emergency situations. Patented touch technology enables for reliable gloved use, while also making the screen immune to false actuations from water, snow, ice, or debris. The APX Next device meets the same MIL standards for ruggedization achieved by Motorola Solutions' APX platform radios.
- **Easy Fleet Management** – Easier and quicker radio provisioning, remote software updates, and streamlined management reduce downtime and support control center staff. Motorola Solutions' Device Management Services (DMS) maximize the effectiveness of APX NEXT, reducing maintenance risk, workload, and total cost of ownership. DMS brings RadioCentral (RC) programming to APX NEXT, as well, supporting faster provisioning and deployment to get devices in the hands of responders and out into the field.
- **Secure Communications** – Hardened End-to-End security allows only authorized units in the system to listen to transmissions. Real-time security provides seamless protection from the device and data in transit to the cloud and the LMR system

Evolving with Applications Services

APX NEXT Application Services enhance device capabilities and improve user experience. These applications are subscription-based offerings for easier optimization and scaling to meet evolving needs.

SmartConnect

First responders need to know that they are covered and supported with critical intelligence no matter where the mission takes them. The SmartConnect application keeps users connected and maintains critical LMR features through a broadband connection by extending Land Mobile Radio (LMR) networks for voice and data coverage outside normal LMR service areas. By seamlessly switching between P25 LMR and LTE cellular networks, SmartConnect extends reliable PTT communications as radio users roam onto supported broadband networks. Authentication, status, talkgroups, and encryption are all preserved automatically, without interruptions or resets to ensure that end users continue to have access to the critical features they need in emergency situations.

SmartMessaging

The SmartMessaging application allows APX NEXT users to seamlessly and discreetly share multimedia communications over a Broadband connection, offloading traffic from mission-critical LMR networks while



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

enhancing public safety capabilities. From the APX NEXT home screen, users can send more detailed multimedia messages, with image, video, or audio file attachments, to enhance situational awareness and improve response success. An enhanced search and history functionality is available for users to easily access previous messages by name, content, and time range, helping them find specific information when needed.

SmartLocate

The SmartLocate application provides dispatchers with accurate location data over a broadband network, enabling better tracking of field personnel and improved situational awareness. By using the broadband network and CommandCentral Aware integration, SmartLocate can quickly send GPS coordinate updates and location information from the field to dispatchers to create a more effective operating picture of any situation. This gives dispatchers a greater ability to manage incidents and efficiently dispatch available units with confidence that resources are allocated where necessary. Access to CommandCentral Aware is not included with a SmartLocate subscription.

SmartMapping

The SmartMapping application provides precise and accessible location information for field users on APX NEXT's modernized map interface, improving situational awareness and informing response. Users can see their own location and the location/status of other officers at a glance and immediately tap to communicate with these personnel. SmartMapping streamlines engagement by providing access to the application directly from the APX NEXT radio's home screen to best support users wherever the mission takes them.





Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)



EXECUTIVE SUMMARY
08/03/2023

AGENDA SUBJECT:

Acceptance of Cookie Hotels, Inc. (Holiday Inn Express & Suites Leander) annual budget submission as required in the Chapter 380 Grant Agreement by and between the City of Leander and Cookie Hotels, Inc.

BACKGROUND:

The City of Leander entered into a Chapter 380 Agreement with Cookie Hotels, Inc. in January 2020. The Chapter 380 agreement provided a rebate of a percentage of ad valorem taxes generated by the project that would not exceed the total amount of hotel occupancy taxes generated by the project during any calendar year.

The rebate for 2023 totals \$10,518.26. Per the Chapter 380 Agreement, the rebate is required to be used towards:

- Salaries and benefits of sales & marketing personnel at the hotel
- Advertising materials
- Print, television, radio, internet, website, or other media advertising and promotions
- Guest loyalty programs
- Third party and franchisor reservation fees or expenses
- National marketing or advertising fees
- Comped room for referral sources
- Other expenses if approved in advance in the annual budget (that still comply with rules for hotel occupancy taxes)

The rebate makes up a total of 8.4% of the planned allowable expenses for the 2023 Marketing Budget. Cookie Hotels, Inc. is required to submit these planned expenses for approval by City Council on an annual basis before utilizing the rebate towards the categories described above.

Attachments

1. Cookie Hotels, Inc. 2023 Marketing Budget
2. Exhibit B - Grant Certification

Cookie Hotels, Inc.
Annual Budget & Allowed Uses of Rebate Funds

Budget Summary and Background

The City of Leander entered into a Chapter 380 Agreement with Cookie Hotels, Inc. in January 2020. The Chapter 380 agreement provided a rebate of a percentage of city taxes generated by the project that would not exceed the total amount of hotel occupancy taxes generated by the project during any calendar year.

The rebate for 2023 totals \$10,518.26. Per the Chapter 380 Agreement, the rebate is required to be used towards:

- Salaries and benefits of sales & marketing personnel at the hotel
- Advertising materials
- Print, television, radio, internet, website, or other media advertising and promotions
- Guest loyalty programs
- Third party and franchisor reservation fees or expenses
- National marketing or advertising fees
- Comped room for referral sources
- Other expenses if approved in advance in the annual budget (that still comply with rules for hotel occupancy taxes)

The rebate makes up a total of 8.4% of the planned allowable expenses for the 2023 Marketing Budget. Cookie Hotels, Inc. is required to submit these planned expenses for approval by City Council on an annual basis before utilizing the rebate towards the categories described above. The full marketing budget can be seen below in Exhibit A.

Exhibit A. 2023 Marketing Budget – Cookie Hotels, Inc.

Item #	Marketing Expense Type	2023 Budget
1	Guest Loyalty Program – IHG Rewards	\$14,000
2	Revenue Management Sales	\$16,000
3	IHG Rewards Marketing	\$11,000
4	Chamber of Commerce Membership	\$3,000
5	Advertising Materials	\$3,000
6	Travel Agenda Reservation Fees	\$40,000
7	Salary and Benefits	\$38,000

EXHIBIT B

CITY OF LEANDER ANNUAL CHAPTER 380 AGREEMENT (THE "AGREEMENT") GRANT REPORT FORM

Annual Grant Certification – Tax Year 2023 _____

PROJECT STATUS – Fill this section out for Tax Year 1 only; this section may be deleted for subsequent years.

Certificate of Occupancy for the Hotel issued _Yes_____.

Please provide each of the following documents as an attachment to this Certification:

- ☐ Certificate of Occupancy.
- ☒ By my signature below, I certify that the Hotel is open for business and is currently operating.

ONGOING CRITERIA

- ☒ Proof of payment of the property and business taxes for the Eligible Property; AND
- ☒ Proof of payment of state hotel occupancy taxes and copies of the tax reports required by state law for the four quarters preceding the date of this certification; AND
- ☒ Proof of Local Hotel Occupancy Taxes and copies of the Tax Reports filed with the City for the four quarters preceding the date of this certification; payment of the property and business taxes for the Eligible Property.

CERTIFICATION

I certify that to the best of my knowledge and belief, the information and attached documents provided in this Annual Grant Certification are true and accurate and in compliance with the terms of the Chapter 380 Agreement with the City of Leander. I further certify that to the best of my knowledge and belief, I am have been the requirements of the Threshold Grant Criteria/Ongoing Grant Criteria, as that terms is defined in the Agreement.

Rajesh Patel
Printed Name and Title of Certifying Officer


Signature of Certifying Officer

07/19/2023_____
Date

5127624862_____
Telephone Number

austinhoteles@icloud.com_____
Email Address

NOTE: This Annual Grant Certification shall be filed annually on or before April 30 of each calendar year beginning with 2019 and each year thereafter so long as the Chapter 380 Agreement is in existence.



EXECUTIVE SUMMARY
08/03/2023

AGENDA SUBJECT:

Award of Solicitation S23-004 Robin Bledsoe Park Mural to Mila Sketch in the amount of \$18,000.00; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

The City of Leander, in association with the Leander Public Arts and Culture Commission (LPACC), solicited bids in April 2023 for the creation of a mural at Robin Bledsoe Park. The mural will be located on the south wall of the restroom facility near the northside parking lot. A total of fourteen (14) applications were received.

On June 14, LPACC members submitted their scoring matrices and narrowed down applicants to a short list of four (4) finalists. The four (4) finalists were then asked to submit best-and-final offers for LPACC members to review. At the regular LPACC meeting on July 12, Commission members conducted a review of finalist submissions and recommended that Council consider awarding a contract for mural artwork to Mila Sketch; and authorize the City Manager to execute any and all necessary documents.

The proposed mural artwork, shown as Mila Sketch's "Design 2" concept, will emphasize a variety of Leander native wildflowers, as well as a range of colors utilizing different color palettes.

PRESENTER:

Mark Tummons, Parks and Recreation Director
Cheryl Kauffman, Purchasing Manager

Fiscal Impact

Amount requested: \$18,000.00

Approved in current budget (Yes / No): Yes

Expenditure (New / Amended): New

Recurring or one-time: One Time

Fund source (Operating / Utility / etc.): LPACC

Attachments

1. RFP Bledsoe Park Mural S23-004B
2. Evaluation Scores
3. Mila Sketch Design 2

City of
Leander



Purchasing Division
105 N. Brushy Street
Leander, TX 78641
www.leandertx.gov

Solicitation #S23-004B

**REQUEST FOR PROPOSAL
PUBLIC ART PROJECT
ROBIN BLEDSOE PARK MURAL**

Responses Due:
May 18, 2023



**REQUEST FOR PROPOSAL
PUBLIC ART PROJECT – ROBIN BLEDSOE PARK MURAL**

PART I

GENERAL

1. **PURPOSE:** The City of Leander, in association with the City of Leander Public Arts and Culture Commission, herein after “City”, seeks an agreement with a qualified Individual, Firm, or Corporation, herein after “Respondent”, to create a mural at Robin Bledsoe Park in Leander, Texas.

It's no secret that murals make our neighborhoods beautiful! They add color to building walls and streets that would otherwise go unnoticed, which is a treat for local residents and tourists alike. Murals attract new local businesses, help bring customers to pre-existing locations, and boost the economy of an area. For this project, the City of Leander is seeking to have a permanent mural painted on the rear-side of a park restroom facility adjacent to a picnic area, playground, and walkways at Robin Bledsoe Park located at 601 S. Bagdad Road in Leander, Texas. Additional amenities at the park include a swimming pool, splash pad, multipurpose sports field, fitness court, basketball court, pavilion, and amphitheater. The new mural will be visible to hundreds of daily residents and visitors.

2. **BACKGROUND:** The City of Leander is a premier community in the Austin/Central Texas area. The city is located at the northeast edge of the Texas Hill Country, roughly 10 miles west of Interstate 35, and just north of Austin, Texas. Since 2000, the Leander community has grown from 7,600 to nearly 87,000 in population and is one of the fastest growing cities in the nation. The joint mission of the City of Leander and Leander Public Arts and Culture Commission (LPACC) is to promote art, culture, and education that contribute to a sense of community. LPACC membership consists of 9 community residents who are passionate about art and cultural events within the Leander community.

3. **LOCATION:** Robin Bledsoe Park, 601 S. Bagdad, Leander, Texas

- Park information: <https://www.leandertx.gov/parksrec/page/robin-bledsoe-park>
- Google map: <https://goo.gl/maps/upt9JuLozyF3cAnh8>

4. **BUDGET:** Not to exceed \$25,000. The final budget will include all costs associated with the project including, but not limited to, artist fees, labor, materials, installation, insurance, travel and lodging.
5. **DEFINITIONS, TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's standard Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern but shall be superseded by those terms and conditions specifically provided for otherwise within this solicitation, in a separate agreement or on the face of a purchase order. The City's Definitions, Terms and Conditions are herein made a part of this solicitation and can be found on the City's website by visiting https://www.leandertx.gov/sites/default/files/fileattachments/finance/page/233/purch_terms_2020.pdf.

5.1. Any exception to or additional terms and conditions attached to the response will not be considered unless respondent specifically references them on the front of the Solicitation Document. WARNING: Exception to or additional terms and conditions may result in disqualification of the response.

6. **ATTACHMENTS**: Attachments A through C are herein made a part of this solicitation.

6.1. Attachment A: Reference Sheet

6.2. Attachment B: CIQ Form

7. **CLARIFICATION**: For questions or clarifications of specifications, you may contact:

Kay Johnson
Purchasing Department
City of Leander
Phone: 512-528-2730
kjohnson@leandertx.gov

The individual listed above may be contacted by telephone or visited for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the City of Leander through the Purchasing Department.

8. **RESPONDENT REQUIREMENTS**: The opening of a solicitation shall not be construed as the City's acceptance of such as qualified and responsive.

8.1. Respondents shall be firms, corporations, individuals or partnerships normally engaged in the provision or service described herein.

9. **BEST VALUE EVALUATION AND CRITERIA**: Respondents may be required to make an oral presentation to the selection team to further present their qualifications. These presentations will provide the Respondent the opportunity to clarify their proposal and ensure a mutual understanding of the services to be provided and the approach to be used.

All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:

- Proposed fees;
- Reference of Respondent and of Respondent's services;
- Quality of the Respondent's services;
- The extent to which the services meet the City's needs;
- Respondent's past relationship with the City;
- Any relevant criteria specifically listed in the solicitation

9.1. The City reserves the right to reject any or all responses, or delete any portion of the response, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City.

10. **COMMISSION REVIEW**: City of Leander staff and Leander Public Arts and Culture Commission members will accept and review each response to determine the most highly qualified Respondent on the basis of demonstrated competence and qualifications using the following review criteria. A consensus score will be assigned to each response.

Review Criteria

- Artist Resume & Professional Qualifications
- Proposed Budget
- Samples of Original Work
- Creativity for this Project
- References

11. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split awards, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at <https://bids.leandertx.gov/>.
- 11.1. The City reserves the right to reject any or all responses, or delete any portion of the response, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City.
- 11.2. Chapter 176, Texas Local Government Code requires that disclosures of certain relationships be made in relation to certain contracts with the City. Local government officers are the members of the City Council, the City Manager, and other City employees or agents who exercise discretion in planning, recommending, selecting and contracting of a vendor. Please contact the City Secretary for a list of City employees and agents who may qualify as local government officers. Click here **Chapter 176, Texas Local Government Code**, to review this requirement.
- 11.3. A completed CIQ Form, herein Attachment B, is required with each response.
- 11.4. Once a selection is made and the City has the intent to award, the successful respondent will be required to submit Form 1295 to the State of Texas electronically prior to executing the agreement or purchase order. <https://ecode360.com/39572688>
12. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
- 12.1. The term "agreement" shall mean the executed contract awarded as a result of this solicitation and all exhibits thereto. At a minimum, the following documents will be incorporated into the agreement:
- 12.1.1. Solicitation document, attachments and exhibits;
- 12.1.2. Solicitation addendums, if applicable;
- 12.1.3. City's Definitions, Terms and Conditions;
- 12.1.4. Successful Respondent's submission.
- 12.2. If the Respondent fails to perform its duties in a reasonable and competent manner, the City shall give written notice to the Respondent of the deficiencies and the successful Respondent shall have thirty (30) days to correct such deficiencies. If the Respondent fails to correct the deficiencies within the thirty (30) days, the City may terminate the agreement by giving the Respondent written notice of termination and the reason for the termination.
- 12.3. If the agreement is terminated, for any reason, Respondent shall turn over all material, records and deliverables created to date within fifteen (15) working days after completion of duties through the termination date.
13. **PROMPT PAYMENT POLICY:** Payments will be made in accordance with the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after the acceptance of the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the City receives a correct invoice for the supplies, materials, equipment or services, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:
- 13.1. There is a bona fide dispute between the City and Vendor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or
- 13.2. The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or

- 13.3. There is a bona fide dispute between the Vendor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
- 13.4. The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.
14. **NON-APPROPRIATION:** The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed the City shall have the right to terminate the Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

PART II

SCHEDULE

1. **SOLICITATION SCHEDULE:** It is the City's intention to comply with the following solicitation timeline:

Event	Event Date*
RFP Released	April 20, 2023
Deadline for Vendor Questions Submitted to the City of Leander	April 27, 2023, at 5:00 PM CST
Questions and Answers to be posted on the City of Leander website on or before	May 4, 2023, at 5:00 PM CST
RFP Opened (last day to submit Responses)	May 18, 2023, at 2:00 PM CST
Contract Award Target	No later than June 2023
Oral Presentation (if necessary)	TBD
Services to begin upon execution of contract	

* The City of Leander reserves the right to change the dates in the Schedule of Events above upon written notification to prospective Vendors through a posting on the City of Leander website. It is the responsibility of interested Vendors to check the City of Leander website for all updates and changes.

All questions regarding the solicitation shall be submitted via website

<https://bids.leandertx.gov/> by 5:00 PM on the due date noted above. A copy of all the questions submitted and the City's response to the questions shall be posted on our webpage at: <https://bids.leandertx.gov/>.

2. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <https://bids.leandertx.gov/> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancelations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.
3. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before **2:00 PM**, on the date noted above to the Purchasing Department. Mail or carry sealed responses to:

FedEx, UPS or Hand

Deliver to:

**City of Leander
Purchasing Department
105 N. Brushy Street
Leander, Texas 78641**

Mail to:

**City of Leander
Purchasing Department
PO Box 319
Leander, TX 78646**

- 3.1. Responses received after this time and date shall not be considered.
- 3.2. Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and **“DO NOT OPEN”**.
- 3.3. Facsimile or electronically transmitted responses are **not acceptable**.
- 3.4. Late responses will be returned to Respondent unopened if return address is provided.
- 3.5. Responses cannot be altered or amended after opening. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- 3.6. The City will not be bound by any oral statement or offer made contrary to the written specifications.
4. **AGREEMENT NEGOTIATIONS**: In establishing an agreement as a result of the solicitation process, the City may:
 - 4.1. Review all submittals and determine which Respondents are reasonable qualified for award of the agreement.
 - 4.2. Determine the Respondent whose submittal is most advantageous to the City considering the evaluation criteria.
 - 4.3. Attempt to negotiate with the most responsive Respondent an agreement at fair and reasonable terms, conditions and cost.
 - 4.4. If negotiations are successful, enter into an agreement or issue a purchase order.
 - 4.5. If not successful, formally end negotiations with that Respondent. The City may then:
 - 4.5.1. Select the next most highly qualified Respondent and attempt to negotiate an agreement at fair and reasonable terms, conditions and cost with that Respondent.
 - 4.5.2. The City shall continue this process until an agreement is entered into or until all negotiations are terminated.
 - 4.6. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received.
5. **POST AWARD MEETING**: The City and Respondent shall have a post award meeting to discuss, but not be limited to the following:
 - 5.1. Identify specific milestones, goals and strategies to meet objectives.
 - 5.2. Provide City contact(s) information for implementation of agreement.
6. **COSTS INCURRED**: Respondent shall acknowledge that the issuance of a solicitation shall in no way obligate the City to award a contract or to pay any costs associated with the preparation of a response to said solicitation. The costs in developing and submitting proposals, preparing for and participating in oral presentations or any other similar expenses incurred by a Respondent are the sole responsibility of the Respondent and shall not be reimbursed by the City.

PART III

SPECIFICATIONS

1. **CALL FOR ENTRIES**: The City of Leander and Leander Public Arts and Culture Commission (LPACC) welcomes all artists to apply.
2. **EXHIBIT DETAILS**: The targeted artwork area is the south wall of the Restroom Facility above the masonry and below the soffit of the building. The area includes two (2) recessed surfaces and three (3) column surfaces. The area faces most of the park and is closest to a children's playground. It is finished with stucco or concrete. The mural will occupy a total area that measures approximately 150 square feet. Supplies used must be durable for all outdoor Texas weather conditions with little-to-no maintenance necessary for five (5) to ten (10) years minimum and must be appropriate for all

ages. The art must be of original design and execution, and art content will be subject to prior approval by the City.

3. **PROJECT GOALS:**

- 3.1. LPACC intends to support the City of Leander by enhancing our inventory of public art.
- 3.2. Conceptually or visually incorporate our designated themes.
- 3.3. Support the City's visitor and tourism industry by enhancing our inventory of public art.
- 3.4. Support the Leander Wildflower Trail Initiative.

4. **ARTWORK GOALS:** Bright, family-oriented, fun, creative, welcoming, representative, and inspiring for our community.

5. **PROJECT THEME:** "Love Leander Wildly"

6. **WORK SIZE:** Approximately 150 square feet.

7. **SITE PHOTO:** Restroom Facility, Robin Bledsoe Park, 601 S. Bagdad Rd, Leander, Texas



Looking east



Looking north



Looking west



Recessed Wall surface area (x2) =	154* wide X 60* tall	* inches
Column surface area (x3) =	18* wide X 60* tall	* inches
Total surface area =	362* wide X 60* tall	* inches

8. **ADDITIONAL INFORMATION:**

- 8.1. Artist is solely responsible for the mural creation and installation.
- 8.2. Artist is expected to attend the revealing/opening ceremony of the mural.
- 8.3. Artist must provide the City and LPACC with monthly progress updates.
- 8.4. Artist will allow LPACC and its affiliates to photograph and publish photos and information related to the Artist's previous or current work. Artist will be given recognition of the completed artwork.
- 8.5. City will not be liable for degradation of the art caused by normal outdoor wear and tear.

9. **COPYRIGHTS:** The artist selected will be required to sign a release of all copyrights over to the City of Leander.

10. **SELECTION PROCESS:** Members of the Leander Public Arts and Culture Commission and City of Leander will accept and review all entries. Finalists will be judged on creativity, overall aesthetics, and budget. LPACC and the City reserve the right to reject any artwork it deems inappropriate for display in a public setting. This includes work deemed purposefully designed to advance any form of discriminatory agenda.

If you are selected as a finalist, you will be contacted and asked to submit up to 3 original proposals for the project. Finalists will be given no less than 2 weeks' notice to submit their proposals. The panel of judges will be open to various ideas that fit within the theme and description of the project as laid out in this document. The judges may also reach out for clarifying questions during the second phase of the selection process.

Criteria for selection includes artistic merit as evidenced by the submitted materials; the applicant's professional qualifications; proven ability to perform well on similar projects; and demonstrated ability to work with government agencies, boards, committees, architects, engineers, and other groups for the successful completion of similar art projects.

The project finalist selected will be required to enter into a written contract with the City of Leander, meet all contractual requirements and to work as a team to accomplish the goals of the project.

PART IV

RESPONSE REQUIREMENTS

1. **SOLICITATION SUBMISSION REQUIREMENTS:** To achieve a uniform review process and obtain the maximum degree of comparability, the responses shall be organized in the manner specified below. Responses **shall not exceed twenty (25) pages** in length (excluding title page, index/table of contents, work sample attachments (on flash drive) and dividers). Information in excess of those pages allowed will not be evaluated. One page shall be interpreted as one side of a printed, 8 1/2" X 11" sheet of paper.

The Respondent shall submit **one (1) original signed paper copy and two (2) copies** of its Response.

In addition, the Respondent shall submit one (1) flash drive containing a complete copy of Respondent's submission in an acceptable electronic format (PDF, RTF, TXT, DOC, XLS). A complete copy of the Response includes all documents required by this Solicitation. The flash drive shall be titled: "SOLICITATION NUMBER - Complete copy of [Name of Respondent]'s submission." **Failure to provide a flash drive may result in disqualification for award.**

If supplemental materials are included with the Response the flash drive must include such supplemental materials. The Response and accompanying documentation are the property of the City and will not be returned.

TAB #1

- 1.1. **Title Page** (1 page) – Show the solicitation title and number, the name of your firm, address, telephone number(s) name of contact person and date.

TAB #2

- 1.2. **Letter of Transmittal** (1 page) – Identify the services for which solicitation has been prepared.
- 1.2.1. Briefly state your firms understanding for the services to be performed and make a positive commitment to provide the services as specified.

- 1.2.2. Provide the name(s) of the person(s) authorized to make representations for your firm, their titles, address, telephone numbers and e-mail address.
- 1.2.3. The letter of each solicitation shall be signed in permanent ink by a corporate officer or other individual who has the authority to bind the firm. The name and title of the individuals(s) signing the solicitation shall be clearly shown immediately below the signature.
- 1.2.4. Describing exhibition proposal and detail of materials.

TAB #3

- 1.3. Table of Contents (1 page) – Clearly identify the materials by Tab and Page Number.

TAB #4

- 1.4. Artist Resume – Respondent must submit a resume including biography, educational background, and exhibition record. The resume is limited to three pages or less utilizing a font size of 11 or greater. Resume must include name, address, phone (cell preferred), e-mail and website.

TAB #5

- 1.5. Proposed Budget – Respondent shall provide detailed itemized budget including all fees.

TAB #6

- 1.6. Samples of Original Artwork – Applicants may include links to Websites and/or Social Media accounts where artwork is available for perusal.

TAB #7

- 1.7. Creativity for this Project – Applicants may include a description of the artist's proposed vision(s) for the project, which should closely align with the above stated Project Goals, Artwork Goals, and Project Theme.

TAB #8

- 1.8. References – Provide the name, address, telephone number and e-mail of at least three (3) firms applicable to Municipal, Government, or Clients that utilize the service outlined in the scope within the last two (2) years. Attachment A: Reference Sheet is herein provided.

TAB #9

- 1.9. Added Value – Respondent shall explain and propose any added value.

PART V

- 1. **CONFIDENTIALITY OF CONTENT:** All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.
 - 1.1 Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
 - 1.2 If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.
- 2. **ETHICS ORDINANCE AND DISCLOSURE STATEMENTS:** The City's Ethics Ordinance requires persons seeking to enter discretionary contracts with the City or appearing before the City Council or another City board or body to disclose certain conflicts of interest. The relevant sections of the Ethics Ordinance are set forth below. The Ethics Ordinance can be found in Article 9.05, Chapter 9 of the City's Code of Ordinances at the following link: <https://ecode360.com/39572688>.

Sec. 9.05.007 Persons doing business with the City.

(a) Persons seeking discretionary contracts.

- (1) For the purpose of assisting the City in the enforcement of provisions contained in this article, an individual or business entity seeking a discretionary contract from the city is required to disclose in connection with a proposal for a discretionary contract any conflict of interest. This is set forth in [sections 9.05.004](#) and [9.05.005](#) of this article. Further, the individual or business entity agree to abide by the same ethical standards as set forth for public servants in this article.
- (2) Subsection (a) of this section will become a permanent footnote on documents contained in city bid packets for discretionary contracts.

(b) Disclosure of conflicts of interest by persons appearing before a board or city body. A person appearing before any city board or other city body for the purpose of doing business with the city shall disclose to that board or body any facts known to such person which may show or establish that:

- (1) An employee or officer of the city that advises or makes presentations to the board or city body; or
- (2) Any member of the board or city body; has or may have a conflict of interest pursuant to chapter 171, Tex. Loc. Gov't. Code, or an interest which would violate the ethical standards set forth in this article, if he or she were to participate in the processing or consideration of the subject matter.

Sec. 9.05.009(f) Disclosure by persons appearing before a city body. Any person who appears before any city body who has had business dealings within the preceding 12-month period involving one or more transactions of five hundred dollars (\$500.00) or more each quarter, or for a total of twenty-five hundred dollars (\$2,500.00) or more, within the preceding 12-month period with a councilmember, commissioner, or business entity in which a councilmember or commissioner has a substantial interest, shall disclose such business dealings at the time of the appearance. Any person who shall intentionally or knowingly fail to make the aforesaid disclosure shall be guilty of a misdemeanor and shall be fined in accordance with this article.

Provide the name, address, telephone number and **E-MAIL** of at least three (3) Municipal and/or Government agencies or firms of comparable size that have utilized similar service within the last two (2) years. City of Leander references are not applicable. References may be checked prior to award. Any negative responses received may result in disqualification of submittal.

1.	Company's Name		
	Name of Contact		
	Title of Contact		
	E-Mail Address		
	Present Address		
	City, State, Zip Code		
	Telephone Number	()	Fax Number: ()
2.	Company's Name		
	Name of Contact		
	Title of Contact		
	E-Mail Address		
	Present Address		
	City, State, Zip Code		
	Telephone Number	()	Fax Number: ()
3.	Company's Name		
	Name of Contact		
	Title of Contact		
	E-Mail Address		
	Present Address		
	City, State, Zip Code		
	Telephone Number	()	Fax Number: ()

FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
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Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Provide the name, address, telephone number and **E-MAIL** of at least three (3) Municipal and/or Government agencies or firms of comparable size that have utilized similar service within the last two (2) years. City of Leander references are not applicable. References may be checked prior to award. Any negative responses received may result in disqualification of submittal.

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	Title of Contact		
	E-Mail Address		
	Present Address		
	City, State, Zip Code		
	Telephone Number	()	Fax Number: ()
3.	Company's Name		
	Name of Contact		
	Title of Contact		
	E-Mail Address		
	Present Address		
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Date

CONFLICT OF INTEREST QUESTIONNAIRE

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- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

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(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

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- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Standard Definitions, Terms and Conditions

By acceptance of a Purchase Order or Agreement, or response to a Solicitation, Vendor agrees the following terms and conditions, without modification, will govern:

I. DEFINITIONS

The following definitions shall be used to identify terms throughout procurement documents:

- A. **ADDENDUM** – A written instrument issued by the City that modifies or clarifies the Solicitation prior to the Due Date. “Addenda” is the plural form of the word.
- B. **AGREEMENT/CONTRACT** – A mutually binding legal document obligating the Vendor to furnish the goods, equipment or services specified within the Solicitation and obligating the City to pay for the goods, equipment, or services specified.
- C. **APPROPRIATE, APPROPRIATED, OR APPROPRIATION** – The adoption by the City Council of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
- D. **BID/PROPOSAL/RESPONSE/OFFER/QUOTE/QUOTATION** – A complete, properly signed response to a Solicitation that, if accepted, would bind the Respondent to perform the resulting Contract.
- E. **BIDDER/PROPOSER/RESPONDENT/OFFERER** – A person, firm or entity identified throughout the Solicitation that they consider themselves qualified to provide the goods, equipment or services specified herein, and are interested in making an offer to provide the goods, equipment or services to the City.
- F. **CITY** – The City of Leander, a home-rule municipal corporation located in Williamson County, Texas.
- G. **DELIVERABLES** – The goods, products, materials, and/or services to be provided to the City under a Purchase Order or Contract.
- H. **DUE DATE** – The date and time specified for receipt of Bids, Proposals, Responses, Offers, Quotations and Qualification Statements.
- I. **GOODS** – Materials, supplies, commodities and/or equipment.
- J. **LATE OFFER** – A Bid, Proposal, Quote, Response, or Submittal that is received after the Due Date and time specified in the Solicitation.
- K. **NON-PROFESSIONAL SERVICES** – services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
- L. **PIGGYBACK CONTRACT** – A Contract or Agreement that has been competitively bid in accordance with State of Texas statutes, rules, policies and procedures and has been extended for the use of state and local agencies and active State of Texas CO-OP entities.
- M. **PURCHASE ORDER** – An order placed by the City for the purchase of goods or services issued on the City’s standard purchase order form and which, when accepted by the Vendor, becomes a Contract. The Purchase Order is the Vendor’s authority to deliver and invoice the City for Goods or Services specified, and the City’s commitment to accept the Goods or Services for an agreed upon price.
- N. **PROFESSIONAL SERVICES** – Services that use skills that are predominantly mental or intellectual, rather than physical or manual such as accounting, architecture, land surveying, law, medicine, optometry, professional engineering, etc.
- O. **REQUEST FOR QUALIFICATIONS STATEMENTS (RFQ)** – A solicitation used to acquire professional services as defined by the State of Texas Government Code, Chapter 2254.
- P. **RESPONSIBLE** – Refers to the financial and practical ability of the Offeror to perform the Contract and takes into consideration resources, expertise, and past performance of the Offeror as well as compliance with all City ordinances concerning the purchasing process.
- Q. **RESPONSIVE** – Meeting all the requirements of a Solicitation.
- R. **SERVICES** – Work performed to meet the requirements and demand of the Purchase Order. The furnishing of labor, time, or effort by the Vendor and their ability to comply with promised delivery dates, specification and technical assistance specified.
- S. **SOLICITATION/INVITATION TO BID/REQUEST FOR PROPOSALS/REQUEST FOR QUOTES** – The Solicitation document issued by the City containing terms, conditions and specifications for the service or commodity to be procured.
- T. **SUBCONTRACTOR** – Any person or business enterprise providing goods, labor, and/or services to a Vendor if such goods, equipment, labor, and/or services are procured or used in fulfillment of the Vendor’s obligations arising from a Contract with the City.
- U. **VENDOR/CONTRACTOR** – Person or business enterprise providing goods, equipment, labor and/or services to the City as fulfillment of obligations arising from an Agreement or Purchase Order.

II. SOLICITATIONS

A. **CONFLICT OF INTEREST:**

Chapter 176 of the Texas Local Government Code requires an entity contracting or seeking to contract for the sale or purchase of property, goods, or services with a local governmental entity to disclose any affiliation or business relationship which might create a conflict of interest with a local government entity. The Conflict of Interest Questionnaire is available from the Texas Ethics Commission at https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm, and completed forms must be submitted to the appropriate records administrator of the City not later than the seventh business day after the date the entity begins contract discussions or negotiations with the local governmental entity, or submits to the local governmental entity an application, response to a Request for Proposals or Bids, correspondence, or another writing related to a potential Agreement with the local governmental entity. If responding to a Solicitation, the Conflict of Interest Form may be submitted with the Response. The completed forms may be mailed or hand delivered to the City Secretary at the following address: The City of Leander, Office of the City Secretary, City Hall, 105 N. Brushy St Leander, TX 78641. This legislation is subject to change and each entity should consult its own attorney regarding the current law. Any attempt to intentionally or unintentionally conceal a conflict of interest may result in disqualification of any response to a solicitation. The validity of the Contract is not affected solely because of failure to comply with the conflict of interest disclosure requirements.

B. **COMMUNICATIONS WITH THE CITY:**

To insure the proper and fair evaluation of a Solicitation, the City prohibits ex parte communication (e.g., unsolicited) initiated by the Offeror to the City Official or Employee evaluating or considering the Responses prior to the time an award has been made. Communication between Offeror and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Solicitation. Ex parte communication may be grounds for disqualifying the offending Offeror from consideration or award of the Solicitation then in evaluation, or any future Solicitation.

Unless otherwise specified, all requests for clarification or questions regarding a Solicitation must be directed to the City of Leander Purchasing Office, Attn.: Purchasing Agent, PO Box 319, 105 N. Brushy St., Leander, TX 78641-0319, 512-528-2730, FAX: 512-528-2829, kjohnson@leandertx.gov.

C. DISCLOSURE OF PENDING LITIGATION:

Each Respondent shall include in its proposal a complete disclosure of any material civil or criminal litigation or pending investigation which involves the Respondent or in which the Respondent has been judged guilty.

D. CONFIDENTIALITY OF RESPONSES, PUBLIC INFORMATION ACT:

All Responses are subject to release as public information unless the Response or specific parts of the Response can be shown to be exempt from the Texas Public Information Act. Respondents are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The City assumes no obligation or responsibility for asserting legal arguments on behalf of potential Respondents.

If a Respondent believes that a Response or parts of a Response are confidential, then the Respondent shall so specify. The Respondent shall stamp in bold red letters the term "**CONFIDENTIAL**" on that part of the Response, which the Respondent believes to be confidential. Vague and general claims as to confidentiality shall not be accepted. All Responses and parts of Responses that are not marked as confidential will be automatically considered public information. Notwithstanding, responses to Requests for Proposals shall be opened in a manner that avoids disclosure of the contents to competing offeror and keeps the proposals secret during negotiations as provided for in Section 252.049 of the Local Government Code.

E. CLARIFICATIONS, WAIVER OF MINOR TECHNICALITIES OR DISCREPANCIES:

The City reserves the right to request clarification or additional information specific to any Response after all Responses have been received and the Solicitation Due Date has passed. Additionally, the City reserves the right to accept or reject all or part of any Response, waive any formalities or technical inconsistencies, delete any requirement or specification from the Solicitation, or terminate the Solicitation when deemed to be in City's best interest.

F. COST OF PREPARATION OF RESPONSE:

All costs directly or indirectly related to preparation of a Response to this Solicitation or any oral presentation required to supplement and/or clarify a Response which may be required by the City shall be the sole responsibility of the Respondent.

G. RESPONSES BECOME PROPERTY OF THE CITY:

Submissions received in response to a Solicitation become the sole property of the City.

H. WITHDRAWAL OF A RESPONSE:

A Response may be withdrawn prior to the submission deadline by submitting a written request for its withdrawal to the Purchasing Office. A new Response may be submitted and must be received prior to the submission deadline to be considered. Modifications offered in any manner will not be considered if submitted after the submission deadline.

I. DETERMINATION OF AWARD, RESULTING AGREEMENT:

In determining award, the City reserves the right to select the acceptable Respondent who will offer contractual terms and conditions most favorable to the City. All requirements stated in the Solicitation shall become a part of any Contract, Agreement or Purchase Order awarded as a result of the Solicitation, and any deviations from these requirements must be specifically stated and defined by the Respondent in their Response. Requests for clarification and the responses(s) shall also become a part of any Contract, Agreement or Purchase Order resulting from the Solicitation.

J. AFFIRMATIONS AND CERTIFICATIONS:

By signature on and submission of a Response, Respondent certifies they have not conspired with any other potential supplier in any manner to attempt to control competitive pricing. By signature on and submission of a Response, Respondent certifies they are duly qualified, capable and a bondable business entity not in receivership or contemplating same, and has not filed for bankruptcy. By signature on and submission of a Response, Respondent affirms that they will not discriminate against any employee or applicant as prohibited by law.

K. REQUIREMENTS FOR SUBMISSION OF RESPONSE OF FORMAL SOLICITATION:

1. All Responses must be submitted on the form provided by the City, and accompanied by all required attachments. Each Response shall be placed in a separate envelope and properly identified with Solicitation Number and Opening Date. Responses must be time-stamped at the Purchasing Office, 105 N. Brushy St, Leander TX 78641, PO Box 319, Leander, TX 78646, on or before due date and time shown on the Solicitation form. Late Responses will not be considered.
2. If applicable, Respondent will show exact cost to deliver. Responses must specify unit price on the quantity specified, extend and show total. Unit prices shall govern, including in case of errors. Cash discounts will not be considered in determining award; all cash discounts offered will be taken if earned. Respondent will list and deduct all discounts not based on early payment from prices quoted.
3. The City is exempt from all federal excise, state and local taxes unless otherwise stated. The City claims exemption from under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon request. Do not include taxes in Response to any Solicitation.
4. Unless stated otherwise, any catalog, brand name or manufacturer's reference used in the Solicitation is descriptive (not restrictive), and is used to indicate type and quality desired. Responses on brands of like nature and quality will be considered. If quoting on other than referenced specifications, the Response MUST show manufacturer brand or trade name and description of product offered. Illustrations and complete descriptions of product offered should be made part of the Response. If Respondent does not identify exceptions to the specifications shown in this Invitation, Respondent will be required to furnish brand names, numbers, etc., as shown in the Solicitation.
5. Response must show the number of days required to deliver items or provide services to the City's designated location under normal conditions. Unrealistically short or long delivery promises may cause Response to be disregarded.

L. PURCHASE ORDERS

A. GENERAL TERMS AND CONDITIONS

1. ACCEPTANCE:

A Purchase Order is the City's commitment to make procurement and is subject to Vendor's acceptance of the City's terms and conditions.

2. ABSENCES OF PURCHASE ORDER OR AGREEMENT:

The City is not responsible for delivery of any materials or services without a proper Purchase Order.

3. VENDOR'S OBLIGATIONS:

The Vendor shall fully and timely provide all deliverables described in the Solicitation and in the Vendor's Offer in strict accordance with the terms, covenants, and conditions of the Agreement and all applicable Federal, State, and local laws, rules, and regulations.

4. EFFECTIVE DATE/TERM:

Unless otherwise specified in the Solicitation, this Agreement shall be effective as of the date the City issues and signs the Purchase Order, and shall continue in effect until all obligations are performed in accordance with the Agreement.

5. SUBCONTRACTORS:

If the Vendor utilizes Subcontractors in providing the goods and/or services under this Purchase Order, the Vendor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Vendor is responsible for the Vendor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law. The Vendor shall:

- a. Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Agreement;
- b. Prohibit the Subcontractor from further subcontracting any portion of the Agreement without the prior written consent of the City and the Vendor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
- c. Require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Vendor in sufficient time to enable the Vendor to include same with its invoice or application for payment to the City in accordance with the terms of the Agreement;
- d. Require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Vendor, with the City being a named insured as its interest shall appear;
- e. Require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City;
- f. Pay each Subcontractor its appropriate share of payments made to the Vendor not later than ten (10) calendar days after receipt of payment from the City.

6. DELAYS:

The City may delay scheduled delivery or other due dates by written notice to the Vendor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Agreement, the City and the Vendor shall negotiate an equitable adjustment for costs incurred by the Vendor in the Agreement price and execute an amendment to the Agreement. The Vendor must assert its right to an adjustment within ten (10) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution Process specified in Section IV. However, nothing in this provision shall excuse the Vendor from delaying the delivery as notified.

7. FORCE MAJEURE:

Neither party shall be liable for any default or delay in the performance of its obligations under this Agreement if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond reasonable control. In the event of default or delay in performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

8. INSURANCE REQUIREMENTS:

Unless specific insurance requirements are noted, Vendor shall maintain insurance coverage appropriate for the fulfillment of the Purchase Order. In the event the Vendor, its employees, agents or subcontractors enter premises occupied by or under the control of the City, the Vendor agrees to maintain public liability and property damage insurance in reasonable limits covering the obligations set forth in this Purchase Order, and will maintain Workers' Compensation coverage (either by insurance or if qualified pursuant to law, through a self-insurance program) covering all employees performing on premises occupied by or under control of the City. The Vendor shall not commence work until the required insurance is obtained. Upon request, Vendor shall provide a copy of its insurance policies to the City within fourteen (14) days. Failure to provide the required certificate of insurance may subject the vendor to disqualification from consideration for award. The Vendor must also forward a certificate of insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

a. Insurance Requirements:

The successful Proposer shall procure and maintain in force during the terms of any contract awarded pursuant to this RFP, at its own cost, the following minimum insurance coverage:

- Builder's Risk: based upon full construction costs, if required per contract
- Workers' Compensation and Employers' Liability
 - State of Texas: \$1,000,000 Each Accident
 - Employer's Liability: \$ 100,000 Each Accident
\$ 500,000 Disease-Policy Limit
\$ 100,000 Disease-Each Employee
- Waiver of Subrogation
- Commercial General Liability
 - Bodily Injury & Property Damage
 - General Aggregate Limit: \$1,000,000
 - Personal & Advertising Injury Limit: \$ 500,000
 - Each Occurrence Limit: \$1,000,000

The policy shall be on an Occurrence Form and include the following coverage: Premises Operations; Personal and Advertising Injury; Medical Payments;
Liability assumed under an Insured Contract; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001.

- Commercial Automobile Liability Limits

Bodily Injury & Property Damage

Combined Single Limit:	\$1,000,000
Medical Payments:	\$ 5,000 Per Person
Uninsured/Underinsured Motorist	\$ 100,000

Prior to the execution of any awarded contract by the City, the successful Proposer shall forward Certificates of Insurance to the Purchasing Manager. The required insurance policies shall be procured and maintained in full force and effect for the duration of the awarded contract. Certificate Holder shall be the City of Leander at 105 N. Brushy Street, Leander, TX 78641.

9. EXCEPTIONS TO SPECIFICATIONS:

Any deviation from the specifications must be clearly indicated in the Response to the Solicitation or promptly documented in writing at or before the time of the award. Any deviations or exceptions are subject to review by the City and may be grounds for rejection.

10. TRAVEL EXPENSES:

All travel, lodging and/or per diem expenses associated with providing the materials, equipment or services specified must be included in the original Quotation and/or the resulting Purchase Order or Agreement. All travel expenses are subject to review by the City and documentation of actual itemized expenses may be requested. No reimbursement will be made without prior authorization, or for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed.

11. HUB REQUIREMENTS:

The City complies with the requirements of the State of Texas *Local Government Code*, Chapter 252, Section 252.0215.

12. SPECIAL TOOLS AND EQUIPMENT:

If the price stated in the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Vendor to fulfill the Agreement, such special tooling and/or equipment and all process sheets associated thereto shall become the property of the City and shall be identified by the Vendor as such.

B. SERVICES

1. PLACE AND CONDITIONS OF WORK, ACCESS TO SITE:

If Services are to be performed principally on the City's premises or in public rights of way, the City shall provide the Vendor access to the sites where the Vendor is to perform the Services as required in order for the Vendor to perform in a timely and efficient manner, in accordance with and subject to applicable security laws, rules and regulations. The Vendor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of the materials, equipment, labor and facilities necessary to perform the Services and any other conditions or states of fact which could, in any way, affect performance of the Vendor's obligations under the Agreement. The Vendor shall promptly notify the City if the actual site or service conditions differ from the expected conditions and failing to do so, hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature.

2. VENDOR TO PROVIDE ALL MATERIAL, EQUIPMENT, LABOR:

Vendor shall provide all goods and labor necessary to perform Services. All material must be new and all equipment utilized must be in good safe working condition and suitable for Services. Vendor shall employ all personnel for Services in accordance with the requirements of applicable local, state, and federal law.

3. WORKFORCE:

If Services are to be performed principally on the City's premises or on public right-of-ways:

Vendor shall employ only orderly and competent workers, skilled in the performance of the Services which they will perform under the Agreement. Vendor, its employees, subcontractors and subcontractor's employees while engaged in participating in a Solicitation or while in the course and scope of delivering goods and services under a City Purchase Order or Agreement may not: use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the Agreement; or use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated or under the influence of alcohol or drugs while on the job.

If the City or the City's representative notifies the Vendor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Vendor shall immediately remove such worker from Agreement services and may not employ such worker again on Agreement services without the City's prior consent.

4. COMPLIANCE WITH ALL HEALTH, SAFETY AND ENVIRONMENTAL REQUIREMENTS:

If Services are to be performed principally on the City's premises or on public rights of way, the Vendor, its subcontractors and their respective employees, shall comply fully with all applicable federal, state and local health, safety and environmental laws, ordinances, rules and regulations in the performance of the Services, including but not limited to those promulgated with the City and the Occupational Safety and Health Administration (OSHA). In the case of conflict, the most stringent safety requirement shall govern. The Vendor shall defend, indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liabilities of any kind or nature arising from the breach of the Vendor's obligations under this paragraph.

5. STOP WORK NOTICE:

The City may issue an immediate Stop Work Notice in the event the Vendor is observed performing in a manner that is in violation of Federal, State or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Vendor shall cease all work until

notified by the City that the violation or unsafe condition has been corrected. The Vendor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

6. WARRANTY OF SERVICES:

Vendor warrants and represents that all Services to be provided to the City under the Agreement will be fully and timely performed in good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions and covenants of the Agreement and all applicable Federal, State and local laws, rules or regulations. This warranty may not be limited, excluded or disclaimed and any attempt to do so will be without force or effect. Unless otherwise specified, the warranty period shall be a minimum of one (1) year from acceptance by the City of Services. In the event any applicable warranty is breached, the Vendor shall promptly upon receipt of demand of performance, perform the Services again in accordance with the above standard at no additional costs to the City. All costs incidental to such additional performance shall be borne solely by the Vendor. The City shall endeavor to give the Vendor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section. In the event the Vendor is unable or unwilling to perform the services in accordance with the above standards as required by the City, then in addition to any other available remedy, the City may reduce the amount of services originally required to purchase from the Vendor under the Agreement and procure conforming services from other sources. In such event, the Vendor shall pay the City upon demand the increased cost, if any, incurred by the City to procure such services from an alternative source.

C. COMMODITIES/EQUIPMENT

1. MATERIAL SAFETY DATA SHEETS:

Under the "Hazardous Communication Act," commonly known as the "Texas Right to Know Act," a Vendor must provide to the City WITH EACH DELIVERY Material Safety Data Sheets, which are applicable to hazardous substances as defined in the Act.

2. GOODS:

Goods furnished shall be new and the latest improved model in current production, as offered to commercial trade, and shall be of quality workmanship and material. The Vendor represents that all goods and equipment offered shall be new. Unless otherwise specified, used, shopworn, demonstrator, prototype or discontinued models are not acceptable.

3. PACKAGING OF DELIVERABLES:

Vendor must package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and the unit price. Unless otherwise provided in writing by the City, each shipping container shall be clearly and permanently marked with the Vendor's name and address, and the City's name, address and Purchase Order number. Vendor shall bear all costs of packaging. Deliverables must be suitably packed to secure lowest transportation cost, conform with requirements of common carriers and ensure safe delivery. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. WARRANTY:

The goods or equipment specified shall be warranted against defects in material or workmanship for a period of not less than twelve (12) months from date of acceptance by the City. If the manufacturer's warranty exceeds twelve (12) months, then the manufacturer's warranty shall be in effect. Vendor shall furnish a copy of the manufacturer's warranty at the time of delivery.

5. NO LIMITATION OF MANUFACTURERS' WARRANTIES:

Vendor may not limit, exclude or disclaim any warranty provided by manufacturer.

D. DELIVERY

1. DELIVERY TERMS, TRANSPORTATION CHARGES, FOB:

Deliverables shall be shipped FOB destination (point of delivery) unless otherwise specified on the Purchase Order or in the Solicitation. The Vendor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship deliverables. The place of delivery shall be specified in the Purchase Order.

2. NO SUBSTITUTIONS OR CANCELLATIONS:

Unless specifically permitted in writing by the City, no substitutions or cancellations shall be acceptable.

3. NOTICE OF DELAY IN DELIVERY:

If a delay in delivery is anticipated, Vendor shall give written notice to the City. The City has the right to extend the delivery time/service date, or to cancel the Purchase Order or Agreement. Vendor shall keep the City advised at all times of the status of the order. Default in promised delivery, service or failure to meet specifications authorizes the City to procure the goods or services from an alternate source and charge the full increase, if any, in cost and handling to defaulting Vendor. Default on delivery may result in legal action and recourse.

4. DELIVERY LOCATION, HOURS, DAYS, HOLIDAYS:

Unless otherwise specified, all deliveries must be made to City of Leander, at the City Department ship to address on the Purchase Order between the hours of 8AM and 4PM (CST), Monday through Friday except regularly observed state and federal holidays. Receipt of goods or materials does not signify acceptance.

5. NO SHIPMENT UNDER RESERVATION:

Vendor is not authorized to ship deliverables under reservation and no tender of bill of lading will operate as a tender of deliverables.

6. TITLE/RISK OF LOSS:

Title to and risk of loss of the deliverables shall pass to the City only when the City actually receives and accepts the deliverables (no delivery, no sale).

7. RIGHT OF INSPECTION AND REJECTION:

The City expressly reserves all rights under law, including but not limited to, the Uniform Commercial Code, to inspect the deliverables at delivery or at a reasonable time subsequent to delivery, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Vendor's or the Vendor's subcontractors facilities, or the deliverables at the Vendor's or the Vendor's subcontractors premises, the Vendor shall furnish or shall cause to be furnished without additional charge all reasonable facilities and assistance to the City to facilitate such inspection.

8. ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING GOODS:

If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept such deliverables, the City may do so. The Vendor shall pay all claims, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If discovery that the deliverables are defective or non-conforming occurs after final payment, Vendor may be required to refund such amounts to the City.

E. PAYMENT

1. TAX EXEMPT STATUS:

The City is exempt from all federal excise, state and local taxes unless otherwise stated in this document. The City claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates are furnished upon request. Vendor will not charge for such taxes. If billed, the City will not remit payment until a corrected invoice is received.

2. INVOICING REQUIREMENTS:

Unless otherwise specified, all invoices shall be submitted to City of Leander, Accounts Payable, PO Box 319, Leander, TX 78646, and issued as required by the Purchase Order or Agreement. Each invoice must reference the unique Purchase Order number, and include the Vendor's complete name and remit to address. If applicable, transportation and delivery charges must be itemized on the invoice. A copy of the bill of lading and the freight waybill must be submitted with the invoice, if applicable. Invoices for labor must include a copy of all time sheets with labor rate and Purchase Order or Agreement number clearly identified. Invoices for labor shall also include a tabulation of hours worked at the appropriate rates and grouped by work order number, if applicable. Time billed for labor shall be limited to hours actually worked at the work site.

3. PAYMENT TERMS:

All payments will be processed in accordance with Texas Prompt Payment Act, *Texas Government Code*, Subchapter B, Chapter 2251. The City will make every effort to pay Vendor within thirty days after the later of: acceptance of goods, supplies, materials, equipment; the day of performance of services was completed; or the day of receipt of a correct invoice for goods, supplies, materials, equipment or services. The Vendor may charge a late fee (fee shall not be greater than that permitted under the Texas Prompt Payment Act) for payments not made in accordance with this prompt payment policy; however, the policy does not apply to payments made by the City in the event: (a) there is a bona fide dispute between the City and Vendor concerning the goods, supplies, materials, equipment delivered, or the services performed, that causes the payment to be late; (b) the terms of a federal agreement, grant, regulation or statute prevents the City from making a timely payment with Federal funds; (c) there is a bona fide dispute between the Vendor and a subcontractor and its suppliers concerning goods, supplies, material or equipment delivered, or the services performed, which caused the payment to be late; or (d) the invoice is not mailed to the City in strict accordance with instructions on the Purchase Order or Agreement, or other such contractual agreement.

4. RIGHT TO AUDIT:

The Vendor agrees that the representatives of the City shall have access to, and the rights to audit, examine, or reproduce, any and all records of the Vendor related to the performance under this Agreement. The Vendor shall retain all such records for a period of four (4) years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of the Vendor are resolved, whichever is longer. The Vendor agrees to refund to the City any overpayments disclosed by any such audit.

5. FIRM PRICING:

The price shall remain firm for the duration of the Purchase Order or Contract, or extension periods. No separate line item charges shall be permitted for either bidding or invoice purposes, which shall include equipment rental, demurrage, fuel surcharges, delivery charges, and cost associated with obtaining permits or any other extraneous charges. Vendor further certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

6. PRICE WARRANTY:

The Vendor warrants the prices quoted are not materially higher than the Vendors current prices on orders by others for like deliverables under similar terms of purchase. In addition to any other remedy available, the City may deduct from any amounts owed to the Vendor, or otherwise recover, any amounts paid for items materially in excess of the Vendor's current prices on orders by others for like deliverables under similar terms of purchase.

7. VENDOR OWING TAXES OR FEES TO THE CITY:

Payment will not be made to any person, firm or in arrears in taxes or fees to the City.

IV. TERMS, CONDITIONS AND ADDITIONAL REQUIREMENTS

A. VENDOR'S OBLIGATION:

Vendor shall fully and timely provide all deliverables described in Solicitation and in the Vendor's Offer in strict accordance with the terms, covenants and conditions of the Agreement and all applicable federal, state and local laws, rules and regulations.

B. DEFAULT:

Vendor shall be in default under the Agreement if the Vendor: (a) fails to fully, timely and faithfully perform any of its material obligations under the Agreement, (b) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (c) makes a material misrepresentation in Vendor's Offer, or in any report or deliverable required to be submitted by Vendor to the City.

C. ABANDONMENT OR DEFAULT:

A Vendor who abandons or defaults the work on the Agreement and causes the City to purchase the services elsewhere may be charged the difference in service if any and may not be considered in the re-advertisement of the service and may be rejected as an irresponsible bidder and not considered in future Solicitations for the same type of service unless the scope of work is significantly modified.

D. TERMINATION/CANCELLATION:

1. TERMINATION FOR CAUSE:

In the event of default by the Vendor, the City shall have the right to terminate the Agreement for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Vendor, within such ten (10) day period cures such default, or provides evidence sufficient to prove to the City's satisfaction that such default does not, in fact, exist. In addition to any other remedies available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses incurred by the City as a

result of the Vendor's default, including without limitation, cost of cover, reasonable attorneys' fees, court costs and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of default by the Vendor, the City may remove the Vendor from the City's Vendor List and any Offer submitted by the Vendor may be disqualified for up to three (3) years. All rights and remedies under the Agreement are cumulative and not exclusive of any other right or remedy provided by law.

2. TERMINATION WITHOUT CAUSE:

The City shall have the right to terminate the Agreement, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Vendor shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Vendor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

3. NON-APPROPRIATION:

The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed that the City shall have the right to terminate the Agreement at the end of any City fiscal year (September 30th) if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may effect such termination by giving the Vendor a written notice of termination at the end of its then current fiscal year.

4. CANCELLATION:

The City reserves the right to cancel the Agreement for default all or any part of the delivered portion of the deliverables if the Vendor breaches any term hereof including warranties, or becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedies which the City may have in law or in equity.

E. FRAUD:

Fraudulent statements by the Vendor on any Offer or in any report or deliverable required to be submitted by the Vendor to the City shall be grounds for termination of the Agreement for cause by the City and may result in legal action.

F. INDEMNITY:

VENDOR SHALL DEFEND (at the option of the City), INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CAUSES OF ACTION, CLAIMS, DEMANDS, DAMAGES, JUDGMENTS, LOSSES, LIENS, COSTS, EXPENSES, ATTORNEYS' FEES AND ANY AND ALL OTHER COSTS, FEES AND/OR CLAIMS OF ANY KIND OR DESCRIPTION ARISING OUT OF, IN CONNECTION WITH OR RESULTING FROM THE AGREEMENT OR THE GOODS OR SERVICES PROVIDED UNDER THE AGREEMENT. THE VENDOR AND THE CITY ARE CONCURRENTLY NEGLIGENT, EACH PARTY'S LIABILITY SHALL BE LIMITED TO THAT PORTION OF NEGLIGENCE ATTRIBUTABLE TO IT AS DETERMINED UNDER THE APPLICABLE PROPORTIONATE RESPONSIBILITY RULES OF THE STATE OF TEXAS. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHOMAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

G. LIABILITY:

Any person, firm or corporation performing services pursuant to this Agreement or Purchase Order shall be liable for all damages incurred while in the performance of such services. Vendor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents and employees from all claims, demands and causes of action of any nature including the cost of defense thereof, for any injury to, including death of, any person whether that person be a third party, supplier or an employee of either of the parties hereto, and any loss of or damage to property, whether the same be that of either of the parties, caused by or alleged to have been caused by, arising out of or in connection with the issuance of the Agreement or Purchase Order to the Vendor and the negligence of the Vendor, whether or not said claims, demands and causes of action in whole or in part are covered by insurance. Certificates of insurance may be required for, but not limited to, Commercial General Liability, Business Auto Liability, Workers Compensation and Professional Liability Insurance.

H. INFRINGEMENT:

Vendor represents and warrants to the City that: (a) Vendor shall provide the City good and indefeasible title to the deliverables and (b) the deliverables supplied by the Vendor in accordance with the specifications of the Agreement shall not infringe, directly or contributory, any patent, trademark, copyright, trade secret or any other intellectual property right of any kind of any third party; that no claims have been made by a person or entity with respect to the ownership or operation of the deliverables and the Vendor does not know of any basis for any such claims. Vendor shall, at its sole expense, defend, indemnify and hold the City harmless from and against all liability, damages and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (a) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the deliverable infringes the intellectual property rights of any third party; or (b) Vendor's breach of any of the Vendor's representations or warranties stated in this Agreement. In the event of any such claim, the City shall have the right to monitor such claim or, at its option, engage its own separate counsel to act as co-counsel on the City's behalf. Further, Vendor agrees that the City's specifications regarding the deliverables shall in no way diminish Vendor's warranties or obligations under the Section, and the City makes no warranty that the products, development or delivery of such deliverables will not impact such warranties of Vendor.

I. DAMAGE TO CITY PROPERTY:

Vendor shall be responsible for any and all damage to the City's equipment and/or property, the workplace and its contents, by its work, negligence in work, its personnel and equipment. Vendor shall be responsible and liable for the safety, injury and health of its working personnel while its employees are performing service work.

J. OVERCHARGES:

Vendor hereby assigns to the City any and all claims for overcharges associated with this Agreement which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and/or which arise under the antitrust laws of the State of Texas, *Business and Commerce Code Ann.*, Section 15.01, et seq.

K. CONFIDENTIALITY:

In order to provide the deliverables to the City, Vendor may require access to certain of the City's and/or its licensors' confidential information (including, but not limited to, inventions, employee information, trade secrets, confidential know-how, confidential business information and other information which the City or its licensors consider confidential)(collectively, "Confidential Information"). Vendor acknowledges and agrees that the Confidential

Information is the valuable property of the City and/or its licensors, and any unauthorized use, disclosure, dissemination or other release of the Confidential Information will substantially injure the City and/or its licensors. The Vendor (including its employees, subcontractors, agents or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate or otherwise use the Confidential Information without the prior written consent of the City, or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or as a result of an order of any court or other governmental authority with proper jurisdiction, provided the Vendor promptly notifies the City prior to disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Vendor agrees to use protective measures no less stringent than the Vendor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

L. CODES, PERMITS, LICENSES:

Vendor shall comply with all federal, state and local standards, codes and ordinances and the terms and conditions of the services of the electric utility, as well as other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. Vendor shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations to the City.

M. ADVERTISING/PUBLICITY:

Vendor shall not advertise or otherwise publicize, without the City's prior written consent, the fact that the City has entered into the Agreement, except to the extent required by applicable law.

N. INDEPENDENT CONTRACTOR:

The Agreement shall not be construed as creating an employer/employee relationship, a partnership or joint venture. The Vendor's services shall be those of an independent contractor. The Vendor agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City. Vendor shall not be within protection or coverage of the City's Worker Compensation insurance, Health Insurance, Liability Insurance or any other insurance that the City, from time to time, may have in force.

O. LIENS:

Vendor shall defend, indemnify and hold the City harmless from and against any and all liens and encumbrances for all labor, goods and services provided under this Agreement. At the City's request, the Vendor or its subcontractors shall provide a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City. The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances.

P. ASSIGNMENT/DELEGATION:

The Agreement shall be binding upon and endure to the benefit of the City and the Vendor, and their respective successors and assignees, provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Vendor without the prior written consent of the City. Any attempted assignment or delegation by the Vendor shall be void unless made in conformity with this Section. The Agreement is not intended to confer any rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Agreement.

Q. INTERPRETATION:

The Agreement is intended by both parties as the final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Agreement. Although the Agreement may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner fair to both parties, reading no provision more strictly against one party of the other. Whenever a term defined by the Uniform Commercial Code (the "UCC"), as enacted by the State of Texas, is used in the Agreement, the UCC definition shall control unless otherwise defined in the Agreement.

R. GOVERNING LAW AND VENUE:

This Agreement is made under and shall be governed by the laws of the State of Texas, including when applicable, the UCC as adopted in Texas, VTCA, *Business & Commerce Code*, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. This Agreement is fully performable in Leander, TX, and the venue for any action related to this Agreement shall be Leander, TX. All issues arising from this Agreement shall be resolved in the courts of Williamson County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or the ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein and does not waive the city's defense of sovereign immunity.

S. INTERLOCAL COOPERATIVE PURCHASING/PIGGYBACK CONTRACTS:

Other governmental entities may be extended the opportunity to purchase from Solicitations of the City, with the consent and agreement of the awarded Vendor(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in Vendor's Response. However, all parties indicate their understanding and all parties hereby expressly agree that the City is not an agent of, partner to or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that arise out of such independently negotiated piggyback procurements.

T. SURVIVABILITY OF OBLIGATIONS:

All provisions of the Agreement that impose continuing obligations on the parties, including but not limited to the warranty, indemnity and confidentiality obligations of the parties, shall survive the expiration or termination of the Agreement.

U. CLAIMS:

If a claim, demand, suit or other action is asserted against the Vendor which arises under or concerns the Agreement, or which could have a material adverse effect on the Vendor's ability to perform thereunder, the Vendor shall give written notice to the City within ten (10) calendar days after receipt of notice by the Vendor. Such notice to the City shall state the date of notification of any such claim, demand, suit or other action; the names and address of the claimant(s); the basis thereof; and the name of each person against whom such claim is asserted. Such notice shall be delivered to the Purchasing Department as set forth below.

V. NOTICES:

Unless otherwise specified, all notices, requests or other communications required or appropriate to be given under the Agreement shall be in writing and deemed delivered three (3) business days after postmarked if sent by US Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, fax, or other commercially accepted means. Notices to the Vendor shall be sent to the address specified in the Vendor's Offer or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to: City of Leander, Purchasing Office, PO Box 319, Leander, Texas 78646 and marked to the attention of the Purchasing Agent.

W. GRATUITIES:

The City may, by written notice to the Vendor, cancel the Agreement without liability if it is determined by the City that gratuities were offered or given by the Vendor or any agent or representative of the Vendor to any officer or employee of the City with the intent of securing the Agreement or securing favorable treatment with respect to awarding or amending or the making of any determinations with respect to performing of the Agreement. In the event the Agreement is cancelled by the City pursuant to this Section, the City shall be entitled, in addition to any other rights and remedies, to recover the benefits or payments to the Vendor, as a result of the gratuities.

X. PERSONAL INTEREST PROHIBITED:

No officer, employee, independent consultant or elected official of the City who is involved in the development, evaluation or decision-making process of the performance of the any Solicitation shall have a financial interest, direct or indirect, in the resulting Agreement. Any willful violation of this Section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. In the event a member of the governing body or an appointed board or commission of the City belongs to a cooperative association, the City may purchase equipment or supplies for the association only if no member of the governing body, board or commission will receive pecuniary benefit from the purchase, other than as reflected as an increase in dividends distributed generally to members of the association. Any violation of this provision with the knowledge, expressed or implied, by the Vendor shall render the Agreement voidable by the City. Nevertheless, the City may obtain the equipment or service if a conflict of interest affidavit is filed and the Council member recuses his/herself.

Y. WAIVER:

No claim or right arising out of a breach of the Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Vendor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Agreement, or an express or implied acceptance of any other existing or future default(s), whether of similar or different character.

Z. DISPUTE RESOLUTION:

If either the Vendor or the City has a claim, dispute or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this Agreement, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, in person or through generally accepted means, to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with, this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation upon written consent of authorized representatives of both parties in accordance with the Arbitration Rules of the American Arbitration Association or other applicable rules governing mediation then in effect. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute.

AA. INVALIDITY:

The invalidity, illegality or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace the stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is the essence of the Agreement be determined to be void.

BB. RIGHT TO ASSURANCES:

In the event the City, in good faith, has reason to question the intent of the Vendor to perform, the City may demand written assurances of the intent to perform. In the event no written assurance is given within the time specified, the City may treat this failure as an anticipatory repudiation of the Agreement.

CC. ANTI-BOYCOTT VERIFICATION: To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Vendor represents that neither the Vendor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Contractor (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended

DD. IRAN, SUDAN, FOREIGN TERRORIST ORGANIZATIONS: To the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, the Vendor represents that the Vendor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Vendor is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

Bid Info: City of Leander Call For Art
Solicitation No. S23-004B Opening:

5/18/2023

EVALUATION CRITERIA	Max Points	Ariana Chariton	Arron Darling	Brooks Construction	Chelsea Hart	Fiacco Art	Jones of Art	L Bratt	Michael Ferrarell	Sadi Artistry	Sam Soper	Serotonin Spaces	Strong Will Studio	SR Randall Studios	Mila Skretch
Resume & Qualifications	25	18.6	20.4	15.0	22.4	15.0	22.4	21.4	21.0	16.6	21.9	18.7	22.7	22.9	24.6
<i>Biography, educational background, and exhibition record. Must include name, address, phone, email and website.</i>															
Proposed Budget	25	20.6	12.4	13.6	14.1	17.4	24.9	20.1	11.6	23.9	20.0	23.6	20.0	11.6	17.8
<i>Respondent shall provide itemized budget including all fees. Max project budget \$25,000. (Lower cost = Higher score)</i>															
Samples of Original Work	25	18.0	20.7	8.6	20.0	17.6	20.6	20.7	17.1	15.9	19.3	16.6	23.6	17.0	22.8
<i>Applicants may include links to Websites and/or Social Media accounts where artwork is available for perusal.</i>															
Creativity for this Project	25	18.1	19.4	17.9	20.4	14.1	21.0	21.4	12.4	13.7	17.6	18.3	18.9	17.9	17.0
<i>Description of artist's vision(s) for the project, which should closely align with the stated Project Goals, Artwork Goals, and Project Theme.</i>															
TOTAL:	100	75	73	55	77	64	89	84	62	70	79	77	85	69	82

PROJECT GOALS

1. LPACC intends to support the City of Leander by enhancing our inventory of public art.
2. Conceptually or visually incorporate our designated themes.
3. Support the City's visitor and tourism industry by enhancing our inventory of public art.
4. Support the Leander Wildflower Trail Initiative.

ARTWORK GOALS

Bright, family-oriented, fun, creative, welcoming, representative, and inspiring for our community.

PROJECT THEME

"Love Leander Wildly"

Ranking Artists from Highest to Lowest Score

1. Jones of Art	89
2. Strong Will Studio	85
3. L Bratt	84
4. Mila Skretch	82
5. Sam Soper	79
6. Chelsea Hart	77
6. Serotonin Spaces	77
8. Ariana Chariton	75
9. Aaron Darling	73
10. Sadi Artistry	70
11. SR Randall Studios	69
12. Fiacco Art	64
13. Michael Ferrarell	62
14. Brooks Construction	55

Solicitation #	RFP S23-004B
Solicitation Description	Love Leander Wildly! Call to Art Public Art Project Opportunity – Robin Bledsoe Park Mural

Evaluator Matrix														
Criteria #	Description	PTS	Respondents											
			Jones of Art		Libby Bratt		Mila Sketch		Strong Will Studio					
2	Resume & Qualifications	25	22	22	21	21	25	25	23	23				
3	Samples of Original Work	25	12	12	11	11	23	23	20	20				
4	Creativity for this Project	25	11	11	7	7	23	23	20	20				
5														
6														
7														
	Total Score	75		44		40		71		62		0		0

The following table may be utilized as a general guide for assigning points for each evaluation criteria.

Maximum Points	40	35	30	25	20	15	10	5
Suggested Point Range for Rating Above								
Above Average	28-40	24-35	21-30	17-25	14-20	10-15	7-10	4-5
Average	15-27	12-23	11-20	8-16	7-13	5-9	3-6	2-3
Below Average	0-14	0-11	0-10	0-7	0-6	0-4	0-2	0-1

MILA SKETCH

DESIGN 2



Looking east



Looking north



Looking west





EXECUTIVE SUMMARY
08/03/2023

AGENDA SUBJECT:

Approval of the Northline Water Quality Ponds Maintenance License Agreement, Case LA-23-0020, to allow for the maintenance of water quality ponds to include repair, replacement, and improvements to the water quality ponds located to the southeast of the intersection of John Webster Street and Weathersby Street and to the west of the intersection of Smithwick Street and Pullman Street, within the proposed Blocks R and V of the Northline Subdivision of Leander, Williamson County, Texas; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

License agreements are required when developers propose to place or maintain improvements within the public right-of-way or on City property. This agreement grants the developer permission to maintain the water quality ponds on City property. In addition, the developer is required to indemnify the City against claims and liabilities, and carry insurance.

The developer of Northline dedicated the detention ponds to the City of Leander and is requesting a license agreement to allow for the maintenance of the ponds and landscaping located on City property.

APPLICANT/AGENT:

Northline Leander Development Company (Alex Tynberg)

RECOMMENDATION:

Staff recommends approval of the license agreement.

PRESENTER:

Robin M. Griffin, AICP, Executive Director of Development Services

Attachments

1. License Agreement

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

NOW, THEREFORE, in consideration of the premises; in furtherance of the mutual benefits to be derived by the general public, the residents of the City, and the members of the Association; and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Association agree as follows:

1. The Recitals set out above in this Agreement are hereby adopted in whole as if each were set out herein.

2. The City grants to the Association permission to maintain the Water Quality Ponds located within those certain tracts of land more particularly described by metes and bounds attached hereto as **Exhibit C-1** and **Exhibit C-2**, respectively (hereinafter referred to as the “**Licensed Property**”), which permission shall include the right to enter upon the Licensed Property and to perform such maintenance, inspections, repairs, improvements, replacements, and other activities as may be necessary, desirable, or appropriate to maintain the Water Quality Ponds in accordance with the applicable requirements of the TCEQ, including without limitation, performing those Routine Maintenance and Non-Routine Maintenance tasks expressly described on **Exhibit D** attached hereto. The City makes this grant solely to the extent of its right, title, and interest in the Licensed Property and the Water Quality Ponds, without any express or implied warranties.

3. It is acknowledged that the Water Quality Ponds require so-called “make-up water” be provided to the Water Quality Ponds to assure the proper operation of the Water Quality Ponds during periods if rainfall does not provide sufficient natural runoff and drainage to maintain the required water level within the Water Quality Ponds. The required make-up water is provided by the City by water lines or reclaimed water lines (collectively, the “**Make-up Water Lines**”) located within those two (2) certain Amended and Restated Water Line Easements, each dated May ____, 2023, and recorded under Document Nos. 2023____ and 2023____, respectively, in the Official Public Records of Williamson County, Texas. In addition to the Make-up Water Lines, an irrigation system required for the maintenance of landscaping within the Licensed Area and within the lots within which the Water Quality Ponds are located as well as within other civic spaces and public areas within Northline will be connected to the City water system. The Make-up Water Lines and the irrigation system shall initially be connected to the potable water system of the City, but have been installed to allow conversion at the meters from connection to the City’s potable water system to connect to a reclaimed water system anticipated to be operated by the City in the future. The City will be solely responsible for the cost of the water (both potable water and reclaimed water) for the Water Quality Ponds and the irrigation system for the civic spaces and public areas within Northline; provided that if and when a Development Agreement containing such terms and provisions as may be mutually approved by the City and the owners of the properties located within the MMD, and if such Development Agreement so provides, the Leander Municipal Management District No. 1 (the “**MMD**”) may assume the responsibility for the cost of the water (both potable water and reclaimed water). The City also provides electricity to the pumps and associated equipment for the irrigation system and to the pumps and related equipment comprising an aeration system that is part of the Water Quality Ponds, and the City shall be solely responsible for the cost of the electricity for the aeration system and the irrigation system; provided that the MMD may be responsible for such costs if and when it may be created and as may be provided in a Development Agreement as provided above.

4. The Association shall be responsible, at its sole cost and expense, for the routine maintenance and repair of the Ponds, including as necessary, the Make-up Water Lines and related equipment, the irrigation lines, system, and related equipment, and the aeration lines, pumps, and related equipment (collectively, the “**Improvements**”) to keep the same in good operating condition. For purposes of this Agreement, “**routine maintenance and repairs**” shall mean such maintenance that may be required to keep the Improvements in a clean, safe, and good operating condition, including specifically, but without limitation, such maintenance required by any manufacturer of equipment to comply with any conditions of the manufacturer’s warranty of the equipment or that may be recommended by the manufacturer in any owner’s or operator’s manual; replacement of irrigation sprinkler heads and related controls as needed. Routine maintenance and repairs shall expressly include the tasks described on Exhibit D; provided the Association’s maintenance obligations under this Agreement shall not include the responsibility for any major repairs and replacements, or non-routine maintenance of the Make-up Water Lines, irrigation systems, structures, equipment, or fixtures located within the Licensed Property. For purposes of this Agreement, “**major repairs and replacements**” shall mean non-cosmetic repairs and replacements of the structural components of the ponds; replacement or relocation of the Make-up Water Lines; repairs and replacements of equipment that is no longer properly functioning the purpose for which it is intended; and repairs, replacements, or restoration of damages from accidents, adverse weather events, fire, casualties, or other causes other than the failure of the Association to have performed routine maintenance or repairs. Notwithstanding anything contained herein, the City shall be responsible for the replacement and non-routine maintenance of the Make-up Water Lines, equipment, and other Improvements in accordance with the then current replacement cycle standards and policies adopted by the City from time to time with respect to other similar City property, or as other required by applicable state law, including the requirements of the TCEQ; provided that the MMD may be responsible for such costs if and when it may be created and as may be provided in a Development Agreement as provided above. At least once a year, the Association shall cause the Ponds to be inspected by a person qualified to inspect water quality ponds and to provide to the City a report of the results of such inspection.

5. It is acknowledged and confirmed that the proper operation of the Ponds and compliance with the requirements of the TCEQ requires the permanent pool elevation to be kept constant at all times and that auto-float valves have been installed as part of the equipment required for the Ponds. The City shall be solely responsible for maintaining the permanent pool elevation and the operation of the auto-float valves. Notwithstanding the foregoing, in the event the permanent pool elevation is not being maintained, the Association shall be entitled to give the City written notice thereof, and if the City fails to cause the required permanent pool elevation to be restored within ten (10) days after the date of such notice, the Association have the right to manually fill the Ponds to the required elevation.

6. No annual fee shall be due in connection with this Agreement.

7. The Association shall, at its sole expense, provide a commercial general liability insurance policy, written by a company acceptable to the City and licensed to do business in Texas, with a combined single limit of not less than \$2,000,000.00, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. The amount of such coverage may be increased from time to time as may be deemed necessary and prudent by the City

and the Association based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. Such insurance coverage shall specifically name the City as an additional insured. The insurance shall cover all perils arising from the activities of the Association, its employees, agents, or contractors, permitted by this Agreement. The Association shall be responsible for any deductibles stated in the policy.

8. The Association shall provide evidence of such insurance in the form of a certificate of insurance, together with the policy provision or endorsement reflecting the City as an additional insured, to the City Manager of the City within thirty (30) days after the Effective Date of this Agreement and within thirty (30) days after the date of each renewal or replacement of such policy. The Association shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted, or otherwise limited until forty-five (45) days after the City has received written notice as evidenced by a return receipt of registered or certified mail. Notwithstanding the foregoing, in the event obtaining such provision for prior notice to the City is not reasonably available, the Association agrees to give the City written notice of any suspension, cancellation, non-renewal or material change in coverage of the insurance policy required to be obtained and maintained by the Association under the terms of this Agreement. Within ten (10) days after a suspension, cancellation or non-renewal of coverage, the Association shall provide a replacement certificate of insurance to the City. The City shall have the option to suspend the Association's authorization under this Agreement should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

9. The Association shall indemnify, defend, and hold harmless the City and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property which arises from or is in any manner caused by the activities of the Association under this Agreement, including any acts or negligent omissions of the Association, and its agents, officers, directors, or employees, while in the exercise or performance of the rights or duties under this Agreement. This indemnification provision, however shall not apply to any claims, suits, damage, costs, losses, or expenses (i) for which the City shall have been compensated by insurance provided for under Paragraph 5 above, or (ii) arising from the negligent or willful acts of the City; provided that for the purposes of the foregoing, the City's entering into this Agreement shall not be deemed to be a "negligent or willful act."

10. In the event the Association fails to maintain the Water Quality Pond as provided in this Agreement or otherwise fails to comply with the terms or conditions as set forth herein, the City shall give the Association written notice thereof, by registered or certified mail, return receipt requested, to the address set forth below. The Association shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of, and, if the Association does not satisfactorily remedy the same within the 30-day period, the City may perform the work or contract for the completion of the work. The Association agrees to pay within thirty (30) days of written demand by the City, all reasonable costs and expenses incurred by the City in completing the work.

Association Address

Northline Property Owners
Master Association, Inc.
Attn: Alex Tynberg
2601 Wooldridge Drive
Austin, Texas 78703

City Address

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

11. Notwithstanding any other term, provision, or conditions of this Agreement, subject only to prior written notification to the Association, this Agreement is revocable by the City if despite thirty (30) days written notice, the Association fails to maintain the Water Quality Pond in accordance with this Agreement or otherwise fails to comply with the terms and conditions of this Agreement, including but not limited to, the insurance requirements specified herein and the Association shall be considered in default of this Agreement.

12. This Agreement shall begin with the Effective Date set forth below and continue thereafter for twenty-five (25) years; provided this Agreement shall automatically be renewed for successive periods of twenty-five (25) years each for as long as the Licensed Property shall be used for the purposes set forth herein, and shall only be terminated in accordance with the provisions of this Agreement.

13. The Association will require the periodic dues and assessments to be increased from time to time as necessary to provide the funds required for the maintenance of the Water Quality Ponds.

14. The Association agrees that in the event of any default on its part under this Agreement that the City shall have available to it equitable remedies including, without limitation, the right of the City to obtain a writ of mandamus or an injunction, or seek specific performance against the Association to enforce the Association's obligations under this Agreement.

15. This Agreement shall, in the event of any dispute over its intent, meaning, or application, be interpreted fairly and reasonably, and neither more strongly for or against either party.

16. This Agreement shall be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the parties as evidenced by this Agreement.

17. Venue for all lawsuits concerning this Agreement will be in the Williamson County, Texas.

18. This Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns. Either party may waive any default of the other at any time by written instrument, without affecting or impairing any right arising from any subsequent or other default.

19. The Association shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City Council, which consent shall not be unreasonably withheld. Subject to the assignee's compliance with the insurance requirements set forth herein, if any, the Association shall furnish to the City a copy of any such assignment or transfer of any of the Association's rights in this Agreement, including the name, address, and contact person of the assignee, along with the date of assignment or transfer.

EXECUTED to be effective this the _____ day of _____, 2023.

THE CITY:

CITY OF LEANDER

By: _____
Richard B. Beverlin, III, City Manager

THE ASSOCIATION:

NORTHLINE PROPERTY OWNERS
MASTER ASSOCIATION, INC.

By: _____
Alex Tynberg, President

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this ____ day of _____, 2023, by Richard B. Beverlin, III, as City Manager of THE CITY OF LEANDER, TEXAS, a home rule City, on behalf of said City.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF _____ §

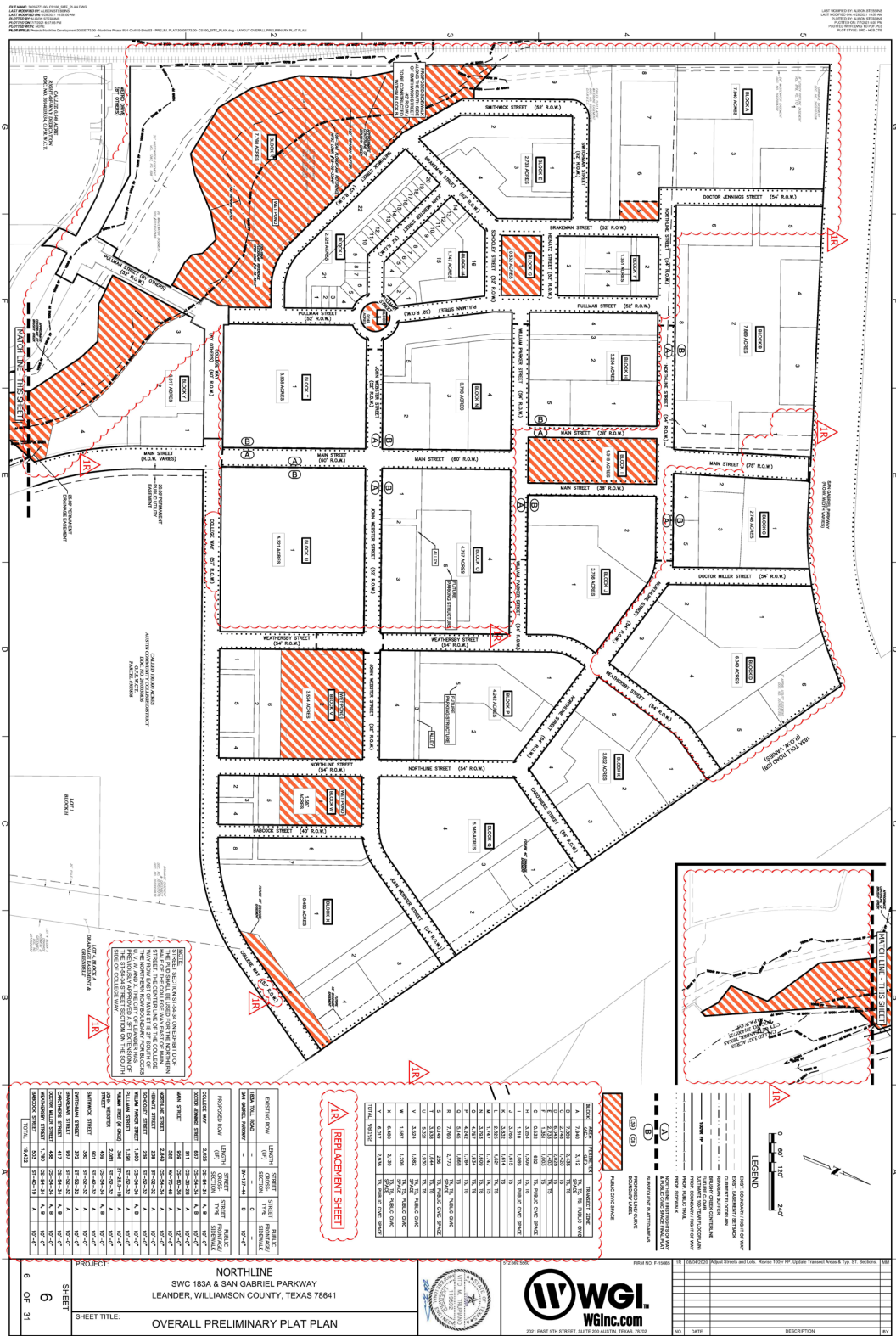
 This instrument was acknowledged before me on this ____ day of _____, 2023,
by Alex Tynberg, as President of NORTHLINE PROPERTY OWNERS MASTER
ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said non-profit corporation.

Notary Public, State of Texas

AFTER RECORDING, PLEASE RETURN TO:

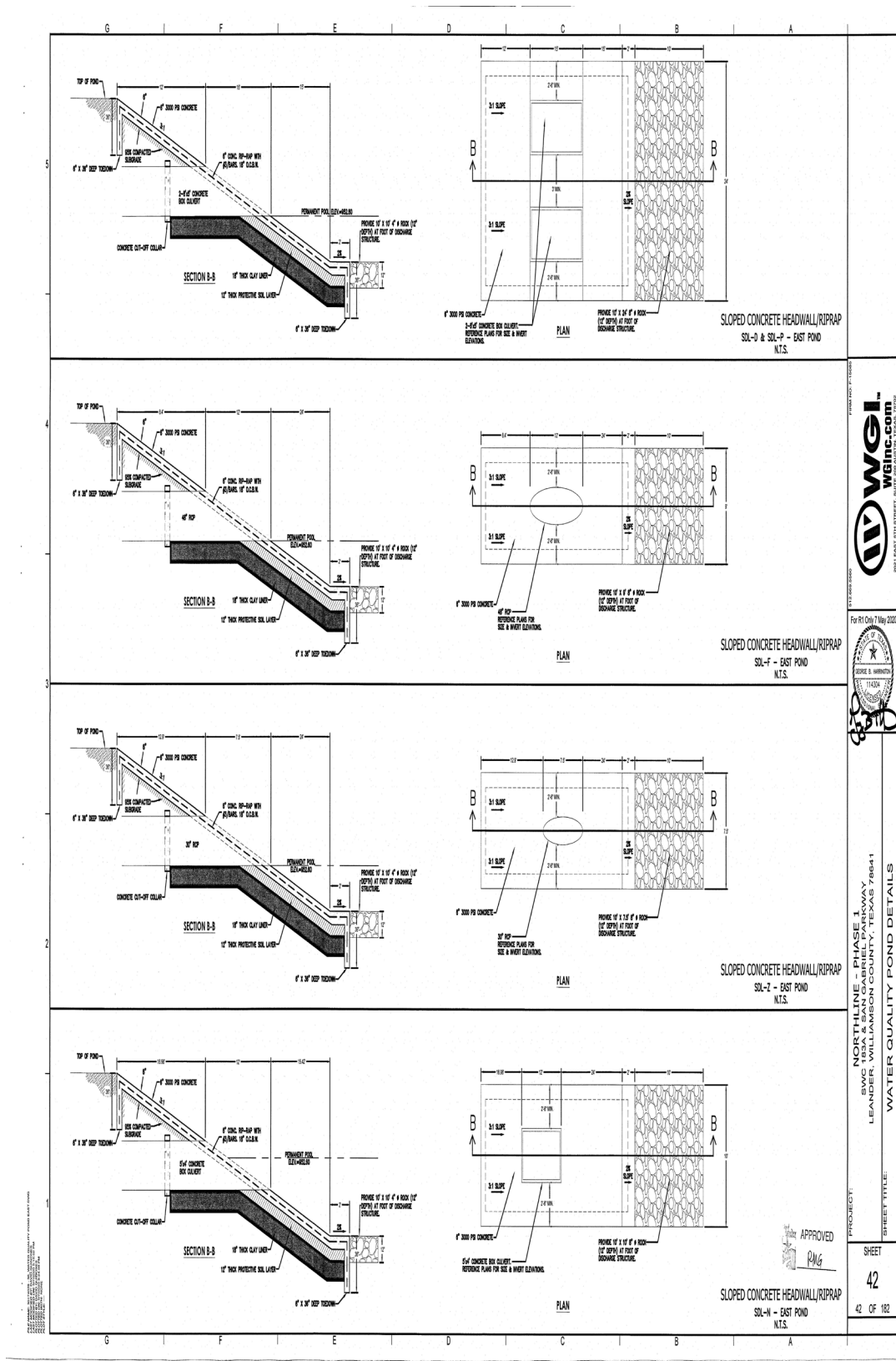
City of Leander
Attn: City Secretary
P. O. Box 319
Leander, Texas 78646-0319

rahaywoo\A31964.9\Northline WQ Ponds License Agmt.9 06/08/23



Page 1 of 7





PROJECT: NORTHLINE - PHASE 1
 SWC 183A & SAN GABRIEL PARKWAY
 LEANDER, WILLIAMSON COUNTY, TEXAS 78641
 SHEET: 42 OF 102
 SHEET TITLE: WATER QUALITY POND DETAILS
 APPROVED: RMG
 PROJECT NO: 183A-01-01-01-01
 DATE: 06/08/23

EXHIBIT C-1

EXHIBIT “ ”

(Temporary Water Quality Pond Easement)
Talbot Chambers Survey, Abstract No. 125

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 2.9827 ACRES (129,927 SQUARE FEET) OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 2, SAN GABRIEL PARK SUBDIVISION, A SUBDIVISION RECORDED IN CABINET Y, SLIDE 364-367 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.), SAID PORTION OF LOT 2 BEING A CALLED 45.3395 ACRES TRACT CONVEYED TO NORTHLINE LEANDER DEVELOPMENT COMPANY, LLC IN DOCUMENT NO. 2019058968 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 2.9827 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:



PO Box 90876
Austin, TX 78709
512.537.2384
jward@4wardls.com
www.4wardls.com

COMMENCING, at a 1/2-inch iron rod with “4Ward-Boundary” cap set in the north right-of-way line of West Metro Road (80’ right-of-way) dedicated in Document No. 2014003534 (O.P.R.W.C.T.), being the east right-of-way line of Capital Metropolitan Transportation Authority Railroad (100’ right-of-way) dedicated in Document No. 2000020773 (O.P.R.W.C.T.), and being in the west line of a remainder of said Lot 2, said remainder conveyed as “Tract 1” to Transit Village Investments, Ltd. In Document No. 2006112794 (O.P.R.W.C.T.), from which a 1/2-inch iron rod with “4Ward-Boundary” cap set for a point of curvature in the north right-of-way line of said West Metro Road bears, N68°55’45”E, a distance of 184.90 feet;

THENCE, leaving the north right-of-way line of said West Metro Road, and the east right-of-way line of said Capital Metropolitan Railroad, over and across said Transit Village remainder of said Lot 2 and said Northline Leander 45.3395 acre portion of said Lot 2, radially N13°43’11”E, a distance of 536.17 feet to a calculated point being an angle point in the south line and **POINT OF BEGINNING** hereof;

THENCE, over and across said Northline Leander 45.3395 acre portion of said Lot 2, the following twenty-three (23) courses and distances:

- 1) **S69°24’09”W**, a distance of **5.10** feet to a calculated point for an angle point hereof,
- 2) **S20°35’51”E**, a distance of **30.44** feet to a calculated point for an angle point hereof,
- 3) **S06°56’55”W**, a distance of **53.82** feet to a calculated point for an angle point hereof,
- 4) **N74°14’53”W**, a distance of **50.78** feet to a calculated point for an angle point hereof,
- 5) **N70°07’52”W**, a distance of **82.79** feet to a calculated point for a non-tangent point of curvature hereof,
- 6) Along the arc of a curve to the left, whose radius is **195.02** feet, whose arc length is **135.52** feet and whose chord bears **S88°00’18”W**, a distance of **132.81** feet to a calculated point for an angle point hereof,
- 7) **N19°26’33”W**, a distance of **17.12** feet to a calculated point for an angle point hereof,
- 8) **S70°33’27”W**, a distance of **67.57** feet to a calculated point for a non-tangent point of curvature hereof,
- 9) Along the arc of a curve to the right, whose radius is **166.08** feet, whose arc length is **144.44** feet and whose chord bears **N84°34’38”W**, a distance of **139.93** feet to a calculated point for an angle point hereof,
- 10) **N59°44’00”W**, a distance of **152.79** feet to a calculated point for an angle point hereof,

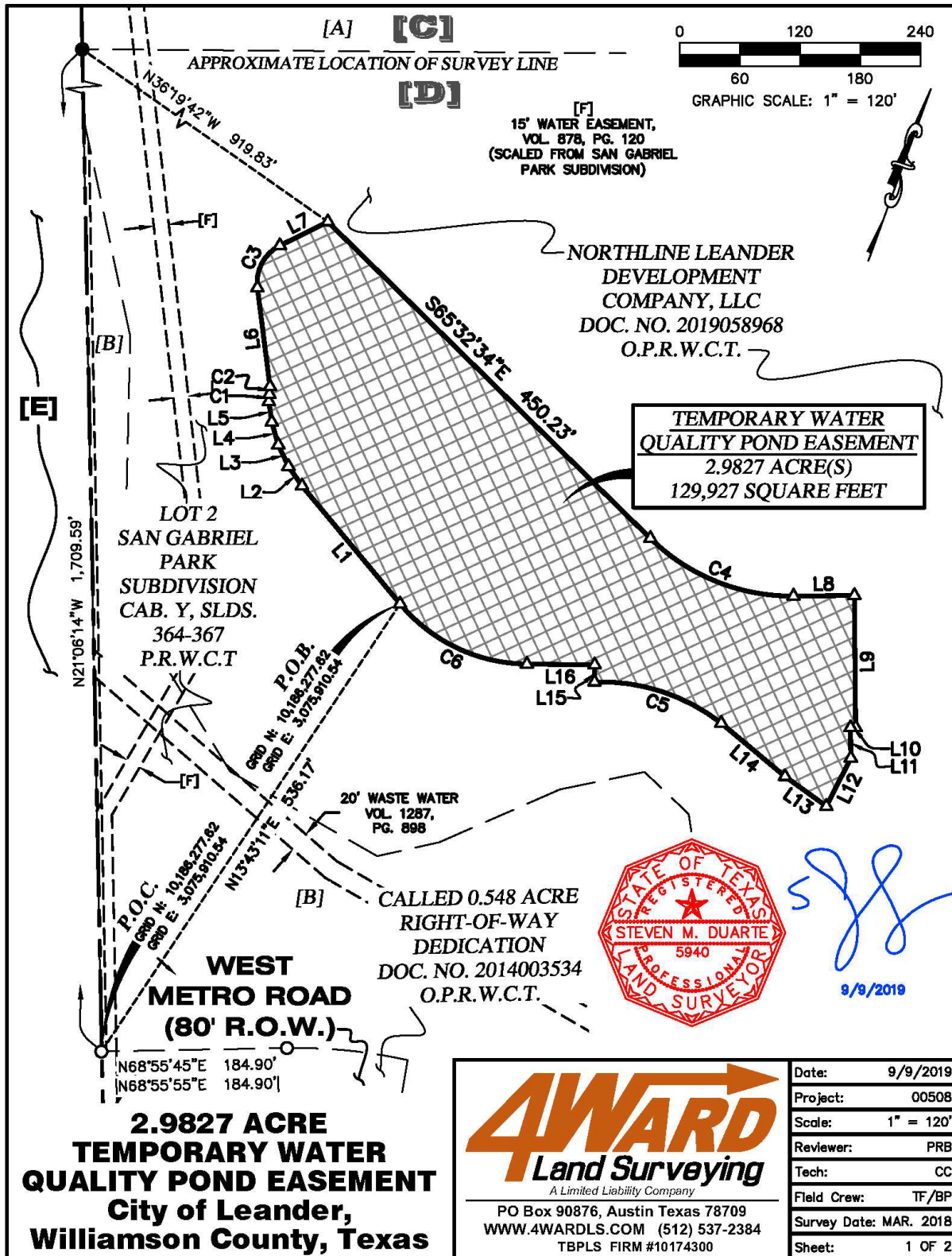
- 11) **N54°57'26"W**, a distance of **23.73** feet to a calculated point for an angle point hereof,
- 12) **N45°24'18"W**, a distance of **23.64** feet to a calculated point for an angle point hereof,
- 13) **N35°51'11"W**, a distance of **23.70** feet to a calculated point for an angle point hereof,
- 14) **N28°07'17"W**, a distance of **20.66** feet to a calculated point for a non-tangent point of curvature hereof,
- 15) Along the arc of a curve to the right, whose radius is **20.32** feet, whose arc length is **7.16** feet and whose chord bears **N15°05'38"W**, a distance of **7.12** feet to a calculated point for a non-tangent point of compound curvature hereof,
- 16) Along the arc of a curve to the left, whose radius is **20.00** feet, whose arc length is **7.76** feet and whose chord bears **N16°01'54"W**, a distance of **7.71** feet to a calculated point for an angle point hereof,
- 17) **N27°15'46"W**, a distance of **99.33** feet to a calculated point for a non-tangent point of curvature hereof,
- 18) Along the arc of a curve to the right, whose radius is **41.00** feet, whose arc length is **50.75** feet and whose chord bears **N08°07'38"E**, a distance of **47.57** feet to a calculated point for a point of tangency hereof,
- 19) **N43°35'16"E**, a distance of **53.38** feet to a calculated point for an angle point hereof,
- 20) **S65°32'34"E**, a distance of **450.23** feet to a calculated point for a point of curvature hereof,
- 21) Along the arc of a curve to the left, whose radius is **201.00** feet, whose arc length is **157.87** feet and whose chord bears **S88°02'34"E**, a distance of **153.84** feet to a calculated point for a point of tangency hereof,
- 22) **N69°27'26"E**, a distance of **60.69** feet to a calculated point for an angle point hereof,
- 23) **S20°32'34"E**, a distance of **131.48** feet to the **POINT OF BEGINNING** hereof, containing 2.9827 Acres (129,927 Square Feet) more or less.

NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000138805545. See attached sketch (reference drawing: 00508_PDE-2dwg)


 9/9/19
 Steven M. Duarte, RPLS #5940
 4Ward Land Surveying, LLC





P:\00508\Draw\Northline plot and easements\00508_PDE_2.dwg

[A]
 CALLED 22.781 ACRES
 (DESCRIBED AS EXHIBIT A-2)
 NORTHLINE LEANDER
 DEVELOPMENT COMPANY, LLC
 DOC. NO. 2019058968
 O.P.R.W.C.T.

[B]
 REMAINDER OF LOT 2
 (DESCRIBED AS TRACT "1")
 TRANSIT VILLAGE
 INVESTMENTS, LTD
 DOC. NO. 2006112794
 O.P.R.W.C.T.

[E]
**CAPITAL
 METROPOLITAN
 TRANSPORTATION
 AUTHORITY**
(100' R.O.W.)
 DOC. NO. 2000020773, O.P.R.W.C.T.

LEGEND

—	PROPERTY LINE
- - - -	EXISTING PROPERTY LINES
- - - -	EXISTING EASEMENTS
○	1/2" IRON ROD WITH "WARD-5811" CAP SET
●	1/2" IRON ROD FOUND
△	CALCULATED POINT
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
DOC. NO.	DOCUMENT NUMBER
CAB./SLD.	CABINET, SLIDE
R.O.W.	RIGHT-OF-WAY
P.R.W.C.T.	PLAT RECORDS, WILLIAMSON COUNTY, TEXAS
O.P.W.T.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
[.....]	RECORD INFORMATION PER DOC. NO. 2014003534

**2.9827 ACRE
 TEMPORARY WATER
 QUALITY POND EASEMENT
 City of Leander,
 Williamson County, Texas**

[C]
**WILLIAM MANSIL
 SURVEY
 ABSTRACT NO. 437**

[D]
**TALBOT CHAMBERS
 SURVEY
 ABSTRACT NO. 125**

NOTES:

1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000138805545.

2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C1	7.16'	20.32'	20°11'45"	N15°05'38"W	7.12'
C2	7.76'	20.00'	22°13'55"	N16°01'54"W	7.71'
C3	50.75'	41.00'	70°55'16"	N08°07'38"E	47.57'
C4	157.87'	201.00'	45°00'00"	S88°02'34"E	153.84'
C5	135.52'	195.02'	39°49'01"	S88°00'18"W	132.81'
C6	144.44'	166.08'	49°49'45"	N84°34'38"W	139.93'

LINE TABLE

LINE #	DIRECTION	LENGTH
L1	N59°44'00"W	152.79'
L2	N54°57'26"W	23.73'
L3	N45°24'18"W	23.64'
L4	N35°51'11"W	23.70'
L5	N28°07'17"W	20.66'
L6	N27°15'46"W	99.33'
L7	N43°35'16"E	53.38'
L8	N69°27'26"E	60.69'

LINE TABLE

LINE #	DIRECTION	LENGTH
L9	S20°32'34"E	131.48'
L10	S69°24'09"W	5.10'
L11	S20°35'51"E	30.44'
L12	S06°56'55"W	53.82'
L13	N74°14'53"W	50.78'
L14	N70°07'52"W	82.79'
L15	N19°26'33"W	17.12'
L16	S70°33'27"W	67.57'



PO Box 90876, Austin Texas 78709
 WWW.4WARDLS.COM (512) 537-2384
 TBPLS FIRM #10174300

Date:	9/9/2019
Project:	00508
Scale:	1" = 120'
Reviewer:	PRB
Tech:	CC
Field Crew:	TF/BP
Survey Date:	MAR. 2018
Sheet:	2 OF 2

P:\00508\Drawg\Northline plot and easements\00508_PDE_2.dwg

EXHIBIT C-2

EXHIBIT “ ”

(Temporary Water Quality Pond Easement)
Talbot Chambers Survey, Abstract No. 125

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 3.2588 ACRES (141,952 SQUARE FEET) OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, IN WILLIAMSON COUNTY, TEXAS, BEING OUT OF A CALLED 47.5871 ACRES TRACT (DESCRIBED AS EXHIBIT A-1), CONVEYED TO NORTHLINE LEANDER DEVELOPMENT COMPANY, LLC IN DOCUMENT NO. 2019058968 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 3.2588 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:



PO Box 90876
Austin, TX 78709
512.537.2384
jward@4wardls.com
www.4wardls.com

COMMENCING, at a 1/2-inch iron rod found in the southwest right-of-way line of U.S. Highway 183A (400' right-of-way) as dedicated in Document No. 2004068741, Document No. 2006066934 and Document No. 2010082651 all of the (O.P.R.W.C.T.), being the southeast corner of said Northline Leander 47.5871 acre tract, and being the northeast corner of the remainder of a called 100.00 acre tract conveyed to Austin Community College District in document no. 2010030836 (O.P.R.W.C.T.), from which a Texas department of Transportation (TxDOT) Type II concrete monument found (damaged) for a point of curvature in the southwest right-of-way line of said U.S. Highway 183A being in the east line of said Northline Leander 47.5871 acre tract bears, N56°03'41"W, a distance of 775.12 feet;

THENCE, leaving the southwest right-of-way line of said U.S. Highway 183A, with the south line of said Northline Leander 47.5871 acre tract and the north line of said Austin Community College tract the following two (2) courses and distances:

- 1) S33°55'23"W, a distance of 371.76 feet to a 1/2-inch iron rod with "MWM" cap found for a point of curvature in the south line of said Northline Leander 47.5871 acre tract and the north line of said Austin Community College tract,
- 2) Along the arc of a curve to the right, whose radius is 630.00 feet, whose arc length is 390.32 feet and whose chord bears S51°42'47"W, a distance of 384.11 feet to a 1/2-inch iron rod with "MWM" cap found for a point of tangency in the south line of said Northline Leander 47.5871 acre tract and the north line of said Austin Community College tract;

THENCE, leaving the north line of said Austin Community College tract, over and across said Northline Leander 47.5871 acre tract, radially N35°20'48"W, a distance of 224.01 feet to a calculated point for the southeast corner and **POINT OF BEGINNING** hereof;

THENCE, continuing over and across said Northline Leander 47.5871 acre tract the following eight (8) courses and distances:

- 1) S69°27'26"W, a distance of 540.64 feet to a calculated point for the southwest corner hereof,
- 2) N20°32'34"W, a distance of 260.10 feet to a calculated point for the northwest corner hereof,
- 3) N69°33'48"E, a distance of 540.64 feet to a calculated point for the northeast corner hereof,
- 4) S20°32'33"E, a distance of 84.53 feet to a calculated point for an angle point hereof,

- 5) **N69°27'26"E**, a distance of **40.00** feet to a calculated point for an angle point hereof,
- 6) **S20°32'34"E**, a distance of **40.00** feet to a calculated point for an angle point hereof,
- 7) **S69°27'26"W**, a distance of **40.00** feet to a calculated point for an angle point hereof,
- 8) **S20°32'35"E**, a distance of **134.58** feet to the **POINT OF BEGINNING** hereof, containing 3.2588 Acres (141,952 Square Feet) more or less.

NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000138805545. See attached sketch (reference drawing: 00508_PDE-1.dwg)


9/9/19
Steven M. Duarte, RPLS #5940
4Ward Land Surveying, LLC

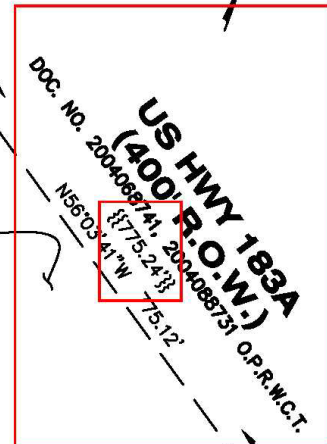
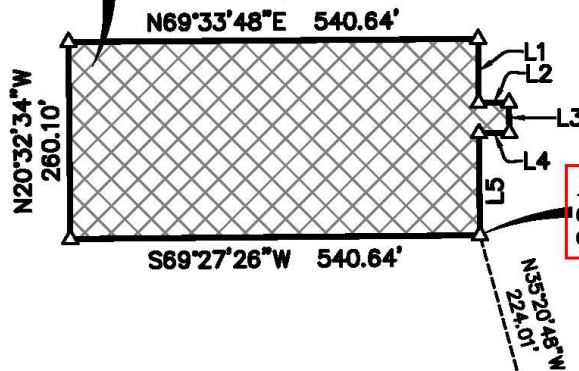


TALBOT CHAMBERS SURVEY ABSTRACT NO. 125

0 200 400
100 300
GRAPHIC SCALE: 1" = 200'

REMAINDER OF
CALLED 47.5871 ACRES
(DESCRIBED AS EXHIBIT A-1)
NORTHLINE LEANDER
DEVELOPMENT COMPANY, LLC
DOC. NO. 2019058968
O.P.R.W.C.T.

**TEMPORARY WATER
QUALITY POND EASEMENT**
3.2588 ACRE(S)
141,952 SQUARE FEET



P.O.C.
GRID N: 10,187,926.68
GRID E: 3,078,589.88

P.O.B.
GRID N: 10,187,562.97
GRID E: 3,077,951.42

S33°55'23\"W 371.76'
{{S33°56'13\"W 371.59'}}
"KHA"

R=630.00' D=35°29'53\"
L=390.32' D=35°29'53\"
S51°42'47\"W 384.11'
{{R=630.00'}}
{{L=390.27' D=35°29'35\"
{{S51°41'00\"W 384.06'}}

REMAINDER OF
CALLED 100.000 ACRES
AUSTIN COMMUNITY
COLLEGE DISTRICT
DOC. NO. 2010030836
O.P.R.W.C.T.

**3.2588 ACRE
TEMPORARY WATER
QUALITY POND
EASEMENT**
City of Leander,
Williamson
County, Texas

4WARD
Land Surveying
A Limited Liability Company

PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date:	9/9/2019
Project:	00508
Scale:	1" = 200'
Reviewer:	PRB
Tech:	CC
Field Crew:	TF/BP
Survey Date:	MAR. 2018
Sheet:	1 OF 2

P:\00508\Draw\Northline plat and easements\00508_PDE_1.dwg

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S20°32'33"E	84.53'
L2	N69°27'26"E	40.00'
L3	S20°32'34"E	40.00'
L4	S69°27'26"W	40.00'
L5	S20°32'35"E	134.58'



9/9/2019

**3.2588 ACRE
TEMPORARY WATER
QUALITY POND
EASEMENT
City of Leander,
Williamson
County, Texas**

LEGEND

	PROPOSED EASEMENT LINE
	EXISTING PROPERTY LINES
	EXISTING EASEMENTS
	CALCULATED POINT
	1/2" IRON ROD WITH "MWM" ALUMINUM CAP FOUND
	IRON ROD WITH "BAKER AICKLEN" CAP FOUND
	COTTON SPINDLE FOUND
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
DOC. NO.	DOCUMENT NUMBER
VOL./PG.	VOLUME, PAGE
CAB./SLD.	CABINET, SLIDE
R.O.W.	RIGHT-OF-WAY
P.R.W.C.T.	PLAT RECORDS, WILLIAMSON COUNTY, TEXAS
O.P.W.T.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
{.....}	RECORD INFORMATION PER DOC. NO. 2010030836

NOTES:

1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000138805545.

2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.



PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date:	9/9/2019
Project:	00508
Scale:	1" = 200'
Reviewer:	PRB
Tech:	CC
Field Crew:	TF/BP
Survey Date:	MAR. 2018
Sheet:	2 OF 2

P:\00508\Drawg\Northline plat and easements\00508_PDE_1.dwg

EXHIBIT D

Routine Maintenance.

- *Mowing.* The side-slopes, embankment, and emergency spillway of the basin should be mowed at least twice a year to prevent woody growth and control weeds.
- *Inspections.* Wet basins should be inspected at least twice a year (once during or immediately following wet weather) to evaluate facility operation. When possible, inspections should be conducted during wet weather to determine if the basin is functioning properly. There are many functions and characteristics of these Best Management Practices (BMPs) that should be inspected. The embankment should be checked for subsidence, erosion, leakage, cracking, and tree growth. The condition of the emergency spillway should be checked. The inlet, barrel, and outlet should be inspected for clogging. The adequacy of upstream and downstream channel erosion protection measures should be checked. Stability of the side slopes should be checked. Modifications to the basin structure and contributing watershed should be evaluated. During semi-annual inspections, replace any dead or displaced vegetation. Replanting of various species of wetland vegetation may be required at first, until a viable mix of species is established. Cracks, voids and undermining should be patched/filled to prevent additional structural damage. Trees and root systems should be removed to prevent growth in cracks and joints that can cause structural damage. The inspections should be carried out with as-built pond plans in hand.
- *Debris and Litter Removal.* As part of periodic mowing operations and inspections, debris and litter should be removed from the surface of the basin. Particular attention should be paid to floatable debris around the riser, and the outlet should be checked for possible clogging.
- *Erosion Control.* The basin side slopes, emergency spillway, and embankment all may periodically suffer from slumping and erosion. Corrective measures such as regrading and revegetation may be necessary. Similarly, the riprap protecting the channel near the outlet may need to be repaired or replaced.
- *Nuisance Control.* Most public agencies surveyed indicate that control of insects, weeds, odors, and algae may be needed in some ponds. Nuisance control is probably the most frequent maintenance item demanded by local residents. If the ponds are properly sized and vegetated, these problems should be rare in wet ponds except under extremely dry weather conditions. Twice a year, the facility should be evaluated in terms of nuisance control (insects, weeds, odors, algae, etc.). Biological control of algae and mosquitoes using fish such as fathead minnows is preferable to chemical applications.

Non-routine maintenance.

- *Structural Repairs and Replacement.* Eventually, the various inlet/outlet and riser works in the wet basin will deteriorate and must be replaced. Some public works experts have estimated that corrugated metal pipe (CMP) has a useful life of about 25 yr., while concrete barrels and risers may last from 50 to 75 yr. The actual life depends on the type of soil, pH of runoff, and other factors. Polyvinyl chloride (PVC) pipe is a corrosion resistant alternative to metal and concrete pipes. Local experience typically determines which materials are best suited to the site conditions. Leakage or seepage of water through the embankment can be avoided if the embankment has been constructed of impermeable material, has been compacted, and if anti-seep collars are used around the barrel. Correction of any of these design flaws is difficult.
- *Sediment Removal.* Wet ponds will eventually accumulate enough sediment to significantly reduce storage capacity of the permanent pool. As might be expected, the accumulated sediment can reduce both the appearance and pollutant removal performance of the pond. Sediment accumulated in the sediment forebay area should be removed from the facility every two years to prevent accumulation in the permanent pool. Dredging of the permanent pool should occur at least every 20 years, or when accumulation of sediment impairs functioning of the outlet structure.
- *Harvesting.* If vegetation is present on the fringes or in the pond, it can be periodically harvested and the clippings removed to provide export of nutrients and to prevent the basin from filling with decaying organic matter.



EXECUTIVE SUMMARY
08/03/2023

AGENDA SUBJECT:

Approval of an Ordinance amending the City's building codes by the adoption of Section 403.2 from the International Plumbing Code (IPC) and Section 2902.2 from the 2021 International Building Code (IBC) from the 2021 International Building Code; and to provide for related matters; Leander, Williamson & Travis Counties, Texas.

BACKGROUND:

The City Council approved this request during the July 20, 2023 meeting. The ordinance included a typo. The reference to the International Plumbing Code (IPC) was missing as well as the section reference from the International Building Code (IBC).

HISTORY/TIMELINE:

04/21/2016 - Adoption of 2015 Code Package and Local Amendments

07/20/2023 - Adoption of Sections of the 2021 Code Package and Local Amendments

APPLICANT/AGENT:

City of Leander

RECOMMENDATION:

Staff recommends approval of the update.

PRESENTER:

Robin M. Griffin, AICP, Executive Director of Development Services

Attachments

1. Ordinance

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO. 23-041-00

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS AMENDING ARTICLE 3.03 OF THE CODE OF ORDINANCES TO ADOPT TABLE 1004.1.2 REGARDING MAXIMUM FLOOR AREA PER OCCUPANT, TABLE 1004.5 MAXIMUM FLOOR AREA ALLOWANCES PER OCCUPANT, AND SECTION 403.2 INTERNATIONAL PLUMBING CODE (IPC) AND SECTION 2902.2 FROM THE 2021 INTERNATIONAL BUILDING CODE (IBC); ADOPTING AMENDMENTS TO SAID CODES; PROVIDING A SEVERABILITY, SAVING CLAUSE, CONFLICTING ORDINANCES CLAUSE, SEVERABILITY AND OPEN MEETINGS CLAUSES; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the regulation and control of buildings and structures within the City of Leander (the "City") is necessary and essential to the economic health of the community and the preservation and protection of the public welfare; and

WHEREAS, the City desires to adopt the local amendments set forth in this Ordinance to promote administration of the International Building Code in the City and to further preserve and protect the public health and safety;

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. The City Council hereby further finds and determines that the rules, regulations, terms, conditions, provisions and requirements of this Ordinance are reasonable and necessary to protect the public health, safety and quality of life.

SECTION 2. Amending Section 3.03.001. Section 3.03.001 of the City of Leander Code of Ordinances (the "Code") is hereby amended to adopt table 1004.1.2 regarding maximum floor area per occupant, table 1004.5 maximum floor area allowances per occupant, and sSection 403.2 International Plumbing Code (IPC) and Section 2902.2 from the 2021 iInternational bBuilding eCode (IBC).

SECTION 3. Amendment Section 3.03.032 (5). Section 3.03.032(5) of the City of Leander Code of Ordinances is hereby amended to remove this section.

SECTION 4. Amendment Section 3.03.034 (3) A) & B). Section 3.03.034 (3) (A) & (B) of the City of Leander Code of Ordinances is hereby amended to remove this section.

SECTION 5. Amendment of Section 3.03.034 (4) (B). Section 3.03.034 (4) (A) & (B) of the City of Leander Code of Ordinances is hereby amended to update the section to read as follows:

(B) Wind design – 115 miles per hour (no special topographical effect)

SECTION 6. Amendment of Section 3.03.272 (3). Section 3.03.272 (3) of the City of Leander Code of Ordinances is hereby amended to remove this section.

SECTION 7. Amendment of Section 3.03.272 (4). Section 3.03.272 (4) of the City of Leander Code of Ordinances is hereby amended to remove this section.

SECTION 8. Amendment of Section 3.03.272 (5). Section 3.03.272 (5) of the City of Leander Code of Ordinances is hereby amended to remove this section.

SECTION 9. Amendment of Section 3.03.302 (i). Section 3.03.302 (i) of the City of Leander Code of Ordinances is hereby amended to remove this section.

SECTION 10. Savings Clause. All rights and remedies of the City are expressly saved as to any and all violations of the provisions of any ordinances affecting building construction and site development within the City which are pending or have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 11. Severability. It is hereby declared that the section, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this Ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 12. Open Meeting. It is hereby officially found and determined that the meeting at which this Ordinance was 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, *Chapter 551, Texas Government Code*.

SECTION 13. Effective Date. This Ordinance shall take effect immediately upon its approval and passage as required by law and the City Charter.

PASSED AND APPROVED on the 20th day of July, 2023.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



EXECUTIVE SUMMARY
08/03/2023

AGENDA SUBJECT:

Conduct a Public Hearing regarding Zoning Case Z-23-0076 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the Highway 29 Commercial Minor PUD (Planned Unit Development) with the GC-3-A (General Commercial) base zoning district on one (1) parcel of land approximately 50.77 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R032262; and generally located approximately 1,500 feet to the west of the intersection of SH 29 and Ronald W. Reagan Boulevard, on the south side of SH 29, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-23-0076 as described above.

BACKGROUND:

This request is the second step in the zoning process.

HISTORY/TIMELINE:

06/06/2007 - Annexation

07/13/2023 - Planning & Zoning Commission

APPLICANT/AGENT:

SJP Acquisitions, LLC (Brooke Harlander) on behalf of Zekelman Property Leander 53, LLC (Angela Miu)

RECOMMENDATION:

Staff recommends approval of this request. The Planning & Zoning Commission unanimously recommended approval the request with the following conditions during the July 13, 2023 meeting.

1. The maximum height of truck bays may not exceed eighteen (18') feet.
2. Truck bays and docks may not face the single-family residential property to the west.

PRESENTER:

Robin M. Griffin, AICP, Executive Director of Development Services

Attachments

1. Planning Analysis
2. Current Zoning
3. FLU Map
4. Public Notice
5. Proposed Zoning
6. Aerial Map
7. PUD Notes
8. Letter of Intent
9. Neighborhood Outreach
- 10 PUD Redline
11. Ordinance
12. P&Z Minutes



PLANNING ANALYSIS

ZONING CASE Z-23-0076 HIGHWAY 29 COMMERCIAL MINOR PUD

GENERAL INFORMATION

Owner/Agent: SJP Acquisitions, LLC (Brooke Harlander) on behalf of Zekelman Property Leander 53, LLC (Angela Miu).

Current Zoning: SFR-1-B (Single-Family Rural)

Proposed Zoning: Highway 29 Commercial Minor PUD (Planned Unit Development) with the base zoning district GC-3-A

Size and Location: The property is generally located approximately 1,500 feet to the west of the intersection of SH 29 and Ronald W Reagan Blvd, on the south side of SH 29, including approximately 53.23 acres.

Staff Contact: Michael Chenausky AICP,
Senior Planner

APPLICANT REQUEST

The applicant has submitted a request to change the designated zoning district of their property in order to develop a mix of commercial to include retail, office, warehouse and light manufacturing.

STAFF CONCLUSIONS

Y N

- ☒ ☐ Does the proposal comply with the intent statements of the Composite Zoning Ordinance? *see page 3*
- ☒ ☐ Does the proposal comply with the goal statements of the Comprehensive Plan? *see page 3*
- ☒ ☐ Does the proposal warrant any other special considerations? *see below*

SPECIAL CONSIDERATIONS

The Minor PUD allows for the addition of the minor industrial uses while prohibiting uses that would not be desirable at this location. The minor industrial uses include Flex Research and Development (R&D) office space. This type of development provides additional employment opportunities for the area that aesthetically attractive and still can provide a retail component.

SITE INFORMATION:

ABUTTING ZONING AND LAND USE:

	ZONING	LAND USE
NORTH	NA	Large lot residential and undeveloped outside of Leander City Limits and ETJ

EAST	SH 29 & Ronald Reagan PUD (Planned Unit Development)	Undeveloped commercial lots currently in the review process
SOUTH	SH 29 & Ronald Reagan PUD (Planned Unit Development) & Interim SFR-1-B	Undeveloped commercial and multi-family lots currently in the review process
WEST	SFR-3-B	Bonnet Subdivision

SURROUNDING AREA:

This property is located on the south side of Highway 29, west of Ronald W. Reagan Blvd. The properties to the south east are part of the SH 29& Ronald Reagan PUD which includes commercial and multi-family uses. The properties to the north are large lot residential or undeveloped land outside of the Leander ETJ.

PHYSICAL AND NATURAL FEATURES:

This property contains significant tree cover and will be subject to the tree preservation requirements.

PROPERTY HISTORY:

This property was annexed into the City of Leander on 06/06/2007.

PREVIOUS ZONING CASES:

The following zone cases were previously submitted for this property:

- No previous zoning cases.

MAJOR CORRIDORS:

This property has access onto South Highway 29

TRANSPORTATION PLAN REQUIREMENTS:

This property includes a future extension of Kauffman Loop.

The table below includes the proposed streets within the development. These streets have not been reviewed and are subject to change during the review process.

STREET	CLASSIFICATION	LAND USE CONTEXT	DESIGN ELEMENTS
SH 29	Access Controlled Highway	Commercial	400' ROW 10' sidewalk
Kaufmann Loop	Arterial	Commercial	100' ROW 4 lanes 10' Sidewalk

SUBDIVISIONS:

The following subdivision cases were previously submitted for this property:

- No previous subdivision cases.

EXISTING UTILITIES:

Water and wastewater utilities will need to be extended to the property for development.

CURRENT LAND USES:

This property is currently undeveloped.

PROPOSED ZONING DISTRICT:**USE COMPONENT****GC – GENERAL COMMERCIAL:**

Features: Any use in LC plus bar, nightclub, entertainment venues, hospital, hotel, liquor store, office/warehouse, vehicle and equipment sales, leasing and repair, furniture sales, pet shop, wholesale activities less than 3,500 sq. ft.

Intent: Development of small to large scale commercial, retail, and commercial service uses located in high traffic areas. Access to this component should be provided by an arterial street. The heaviest concentration of this component should be located at intersections of arterial streets.

SITE COMPONENT**TYPE 3:**

Features: Accessory buildings up to 30% of primary building; accessory dwellings; drive-thru service; limited outdoor display and storage; outdoor fueling and washing of vehicles; overhead service doors, no indoor parking required.

Intent:

- (1) A Type 3 site component is intended to be utilized with LO and LC use components where adjacent to less restricted districts to provide for a land use transition.
- (2) This component is intended to be utilized with residential components where accessory dwellings or additional accessory structures are appropriate and are not provided for in the Type 1 or 2 site components.
- (3) This component is intended to be combined with LO, LC, GC, HC and HI components where it is appropriate to utilize the outdoor site area for outdoor fuel sales, limited outdoor display and storage or accessory buildings.
- (4) Compliance with Type 1 or 2 standards shall also be deemed as compliance with this component.

ARCHITECTURAL COMPONENT**TYPE A:**

Features: 5 or more architectural features.

Intent:

- (1) The Type A architectural component is intended to be utilized for high quality developments or to provide variety as an additional option for portions of a residential development and may be utilized in or adjacent to single-family uses.
- (2) This component is intended to be utilized for single-family development that backs up to, or sides to, a major thoroughfare.
- (3) Combined with appropriate use and site components, this component is intended to help provide for harmonious land use transitions by applying this component to a less restrictive use or site component adjacent to a more restrictive use or site component. This standard may be utilized to help ensure compatibility for non-residential uses, multi-family, two-family, townhouse or small lot residential development with adjacent property that is more restricted.
- (4) This component is intended to be utilized for buildings requiring heights greater than those provided in other architectural components.
- (5) This component may be utilized for any high profile development, for any property in a prominent location or at an important gateway to the community.
- (6) This component is not intended to become an involuntary standard for the majority of a single-family subdivision, especially with SFR, SFE, SFS, SFU and SFC components.

COMPREHENSIVE PLAN:**Applicable Comprehensive Plan goal statements**

- Prioritize commercial growth through the use of zoning, the Future Land Use Map, and prioritized investments and incentives.

Applicable Future Land Use categories

ACTIVITY CENTER

- Activity Center areas are the major strategic commercial centers within the community. They are intended to provide opportunity for diverse retail, employment and mixed-use destinations at critical intersections to create dense, value-intense development. These centers are regional in nature and serve a population beyond Leander, and are found on major highways and arterials. Managing access and traffic in these high-volume areas will require planning and coordination.

In a changing retail environment, Activity Centers are designed to become community destinations with activities, amenities, shopping, restaurants and places to gather, live and work. These mixed-use centers complement neighborhood centers and the urban development around Leander Station. Individually, these centers are expected to have a differing balance of land use, design, and atmosphere based on their location and context. High-density apartments and lofts are appropriate if designed and connected to the larger mixed-use center.

The Activity Center land use is intended to be implemented using a strategically planned framework, typically a PUD. When multiple landowners exist without a unified development scheme, proposed projects should plan for future integration to balance the activity center area as much as possible.

Desired Mix: 70-100% Non-Residential, 0-30% Residential

INTERGOVERNMENTAL/INTERDEPARTMENTAL REVIEW:
--

This proposal was reviewed by all applicable departments within the City of Leander. All plats submitted will be reviewed by Williamson County along with City Staff.

SCHEDULE:

DEVELOPMENT MEETING

A development meeting was held with Staff on 04/17/2023. The following changes were made to the project since the development meeting was held:

- No Changes

The following ordinance changes occurred following the development meeting which may have impacted this project.

- No applicable ordinance changes.

NOTIFICATION

06/22/2023 - Public Notice on Hill Country News
 06/28/2023 - Mail Notification to Property Owners within 200'
 06/28/2023 - Public Hearing Signage Posted on Property
 07/13/2023 - Planning and Zoning Commission Public Hearing
 08/03/2023 - City Council Public Hearing & First Reading of the Ordinance
 08/17/2023 - City Council Second & Final Reading of the Ordinance

PUBLIC NOTIFICATION:

In addition to the notice mailed on behalf of the City to all property owners within 200', the agent reached out to all property owners of property zoned as single-family or any properties used as single-family uses within 500' as per Article X, Section 3 (d) of the Composite Zoning Ordinance. Any Homeowner's Association located within 500' were also contacted.



Neighborhood outreach was conducted for properties within 500 ft. of the subject area. Please see attachment 9 for more detail. Below is a list of comments/concerns that were discussed during the meeting:

- Buffering between residential and commercial development.

The following changes were made to address issues discussed.

- None at this time.

Please see the full report from the applicant attached.

APPROVAL CRITERIA:

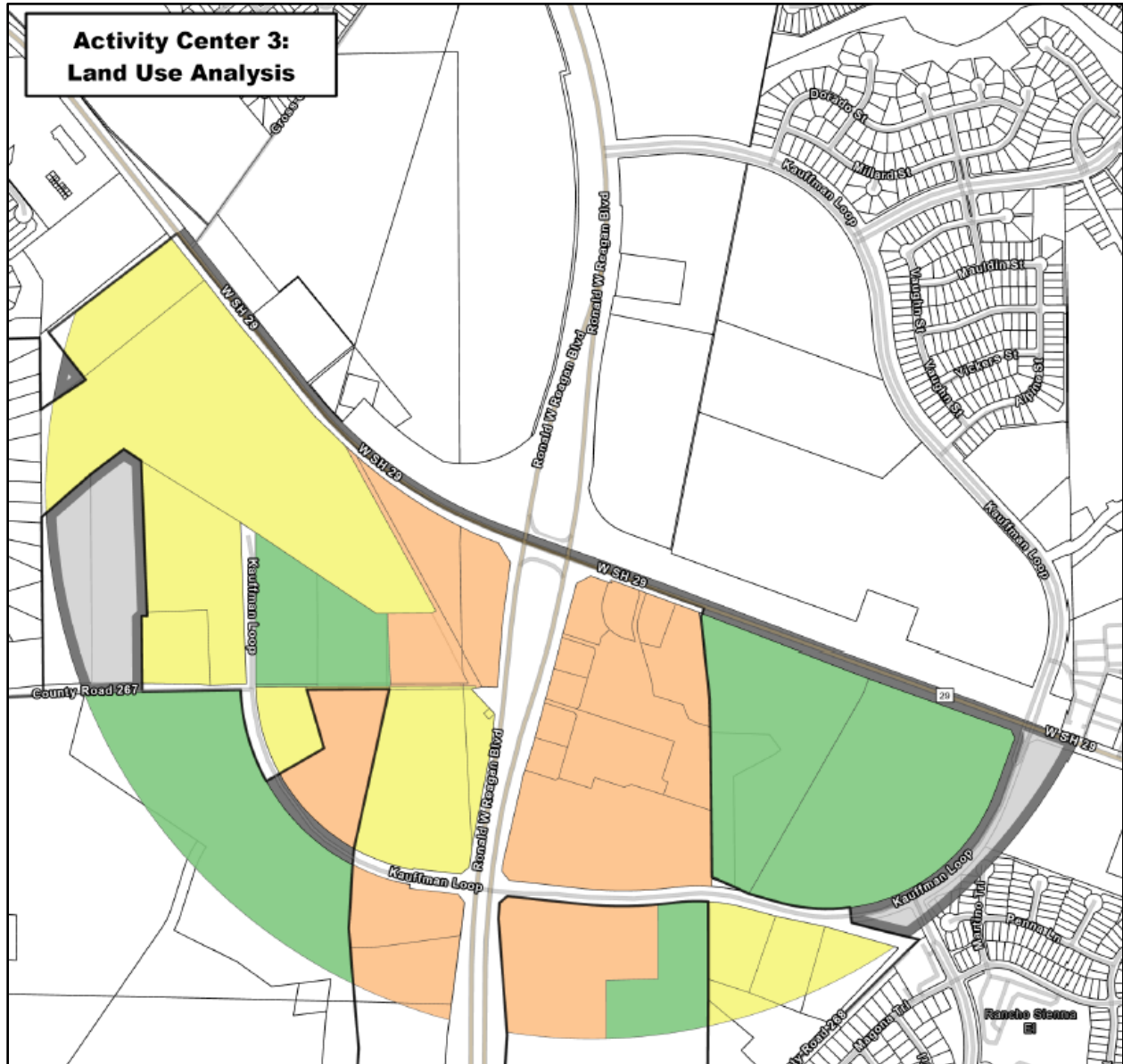
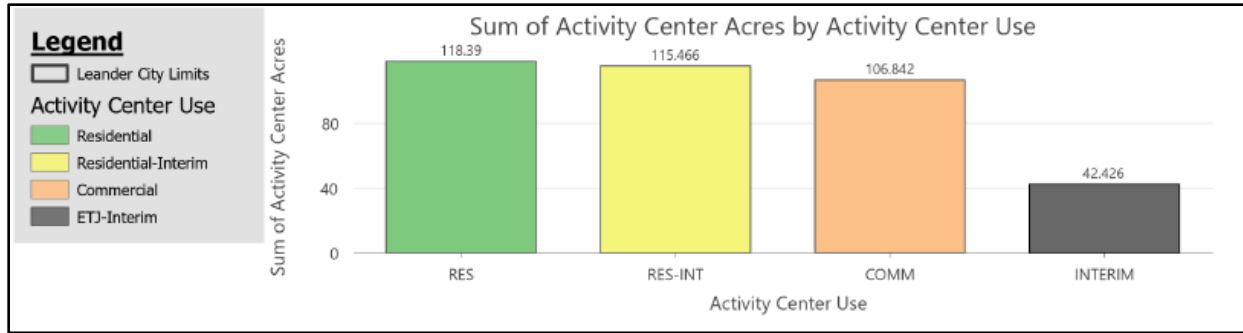
This site is located south of Highway 29 adjacent to future commercial development within the Ronald Reagan and Hwy 29 Activity Center. Activity Centers are intended to provide opportunity for diverse retail, employment and mixed-use destinations at critical intersections to create dense, value-intense development. Currently this Center is made up of 27% interim residential zoning, 28% residential and 25% commercial with the remainder being Interim ETJ.

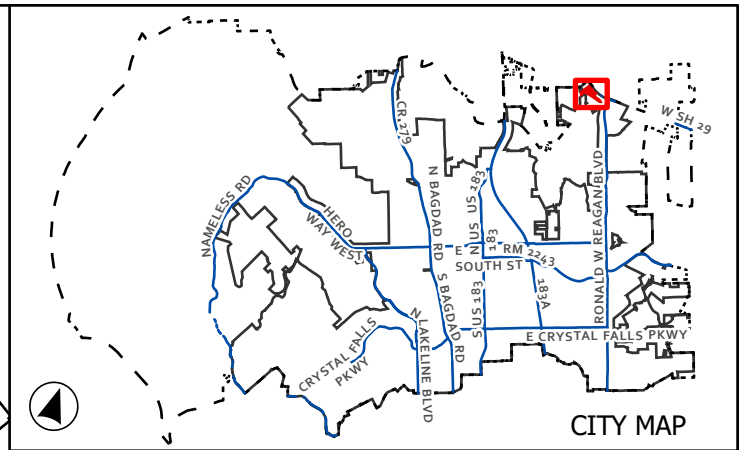
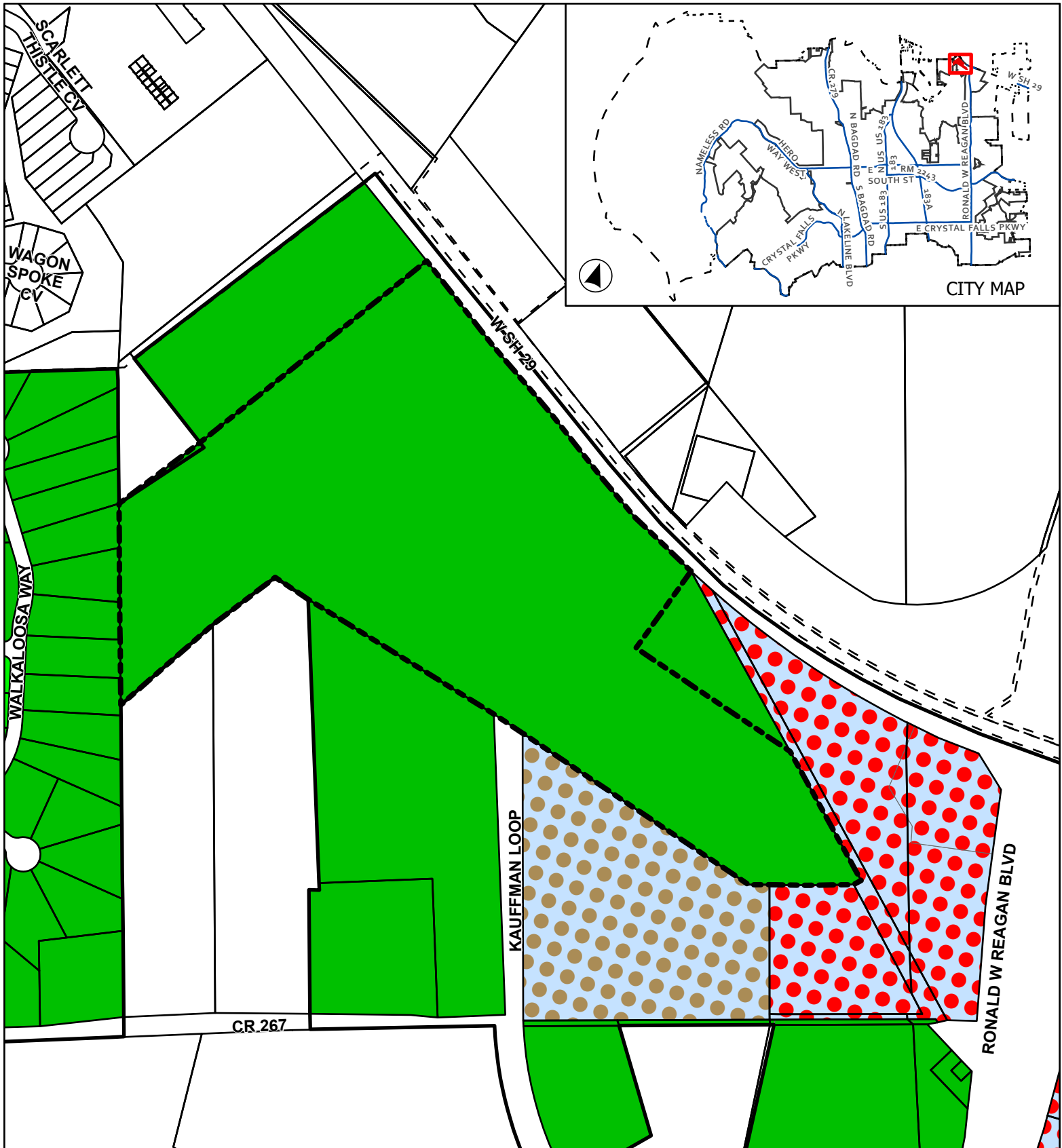
This Minor Planned Unit Development includes the following allowable uses:

- Manufacture, Assembly or Processing of Material of non-hazardous uses
- Retail Sales, New and Second hand resale and services
- Warehouse and Distribution, and
- Wholesale Activities.

This Minor Planned Unit Development includes the following prohibited uses:

- Farms or truck gardens, limited to the propagation and cultivation of plants and provided further that no poultry or livestock.
- Funeral home, including embalming and crematory facilities associated with an on site funeral home or cemetery.
- Manufactured housing sales and accessory building sales
- Transportation related facilities including commercial parking lots, passenger terminals, taxi cab stations and mass transit terminals
- New vehicle and major equipment sales, rental or leasing, repair of new or used vehicles, body shop.
- Self-storage/ mini-warehouse





CASE: Z-23-0076

ATTACHMENT 2

HWY 29 COMMERCIAL
MINOR PUD ZONING

Current Zoning

- | | |
|----------------------------|--------------------------------|
| Leander City Limits | PUD - General Commercial |
| SFR - Single-Family Rural | Subject Boundary |
| SFE - Single-Family Estate | Extra-Territorial Jurisdiction |
| PUD - Multi-Family | |

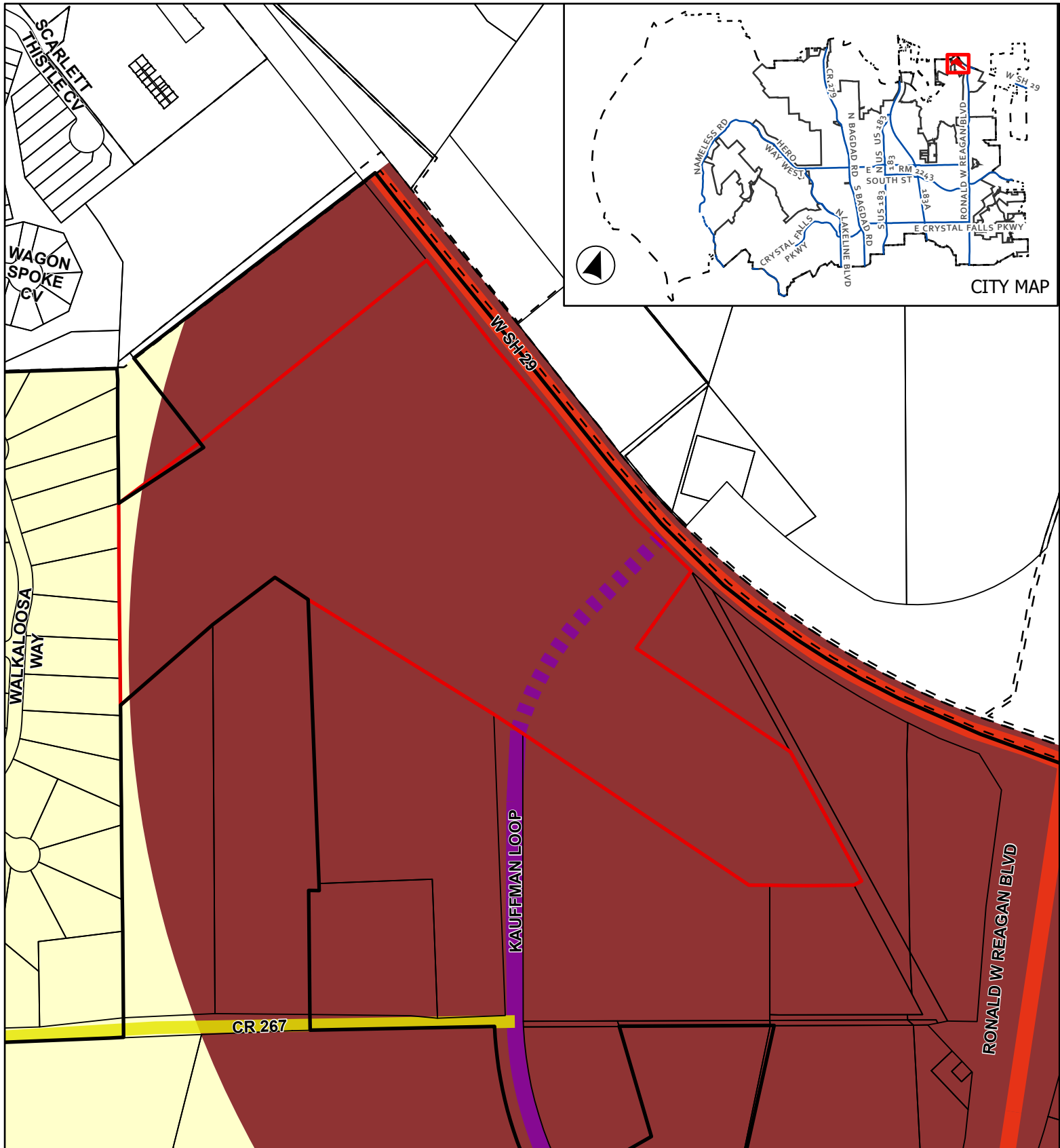
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the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



0 160 320



Feet



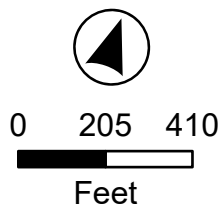
CASE: Z-23-0076

ATTACHMENT 3

HWY 29 COMMERCIAL
MINOR PUD ZONING

Future Land Use Map

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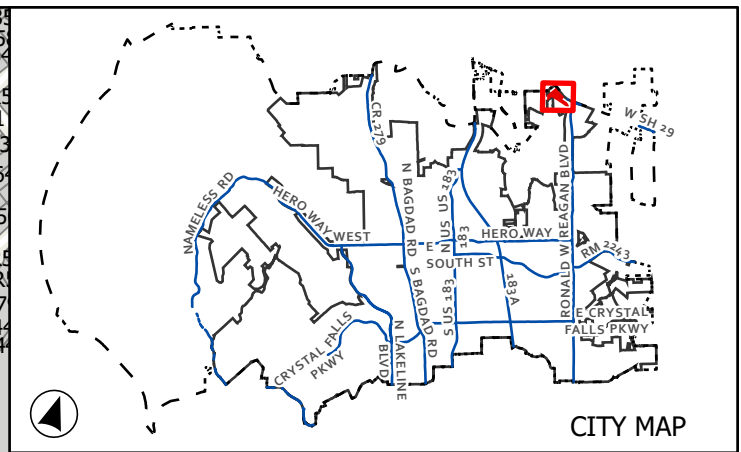
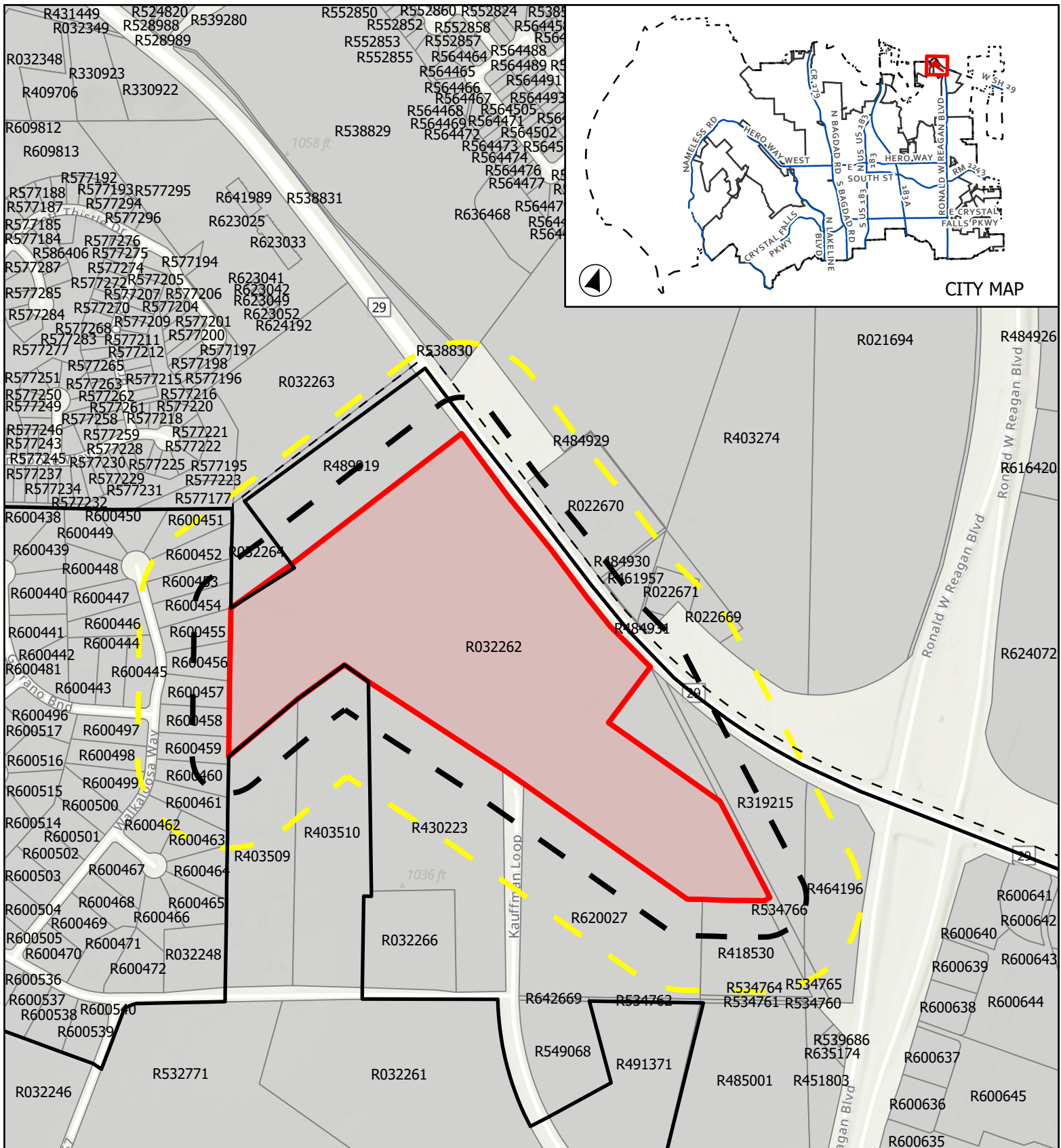
- Leander City Limits
- ETJ Boundary
- Subject Boundary

Thoroughfare Plan

- Access Controlled, Existing
- Arterial 4 Lane, Existing

- Collector, Existing
- Arterial 4 Lane, Proposed
- Neighborhood Residential
- Activity Center

Future Land Use



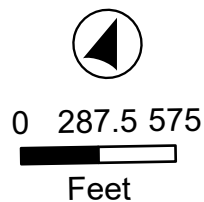
CASE: Z-23-0076

ATTACHMENT 4

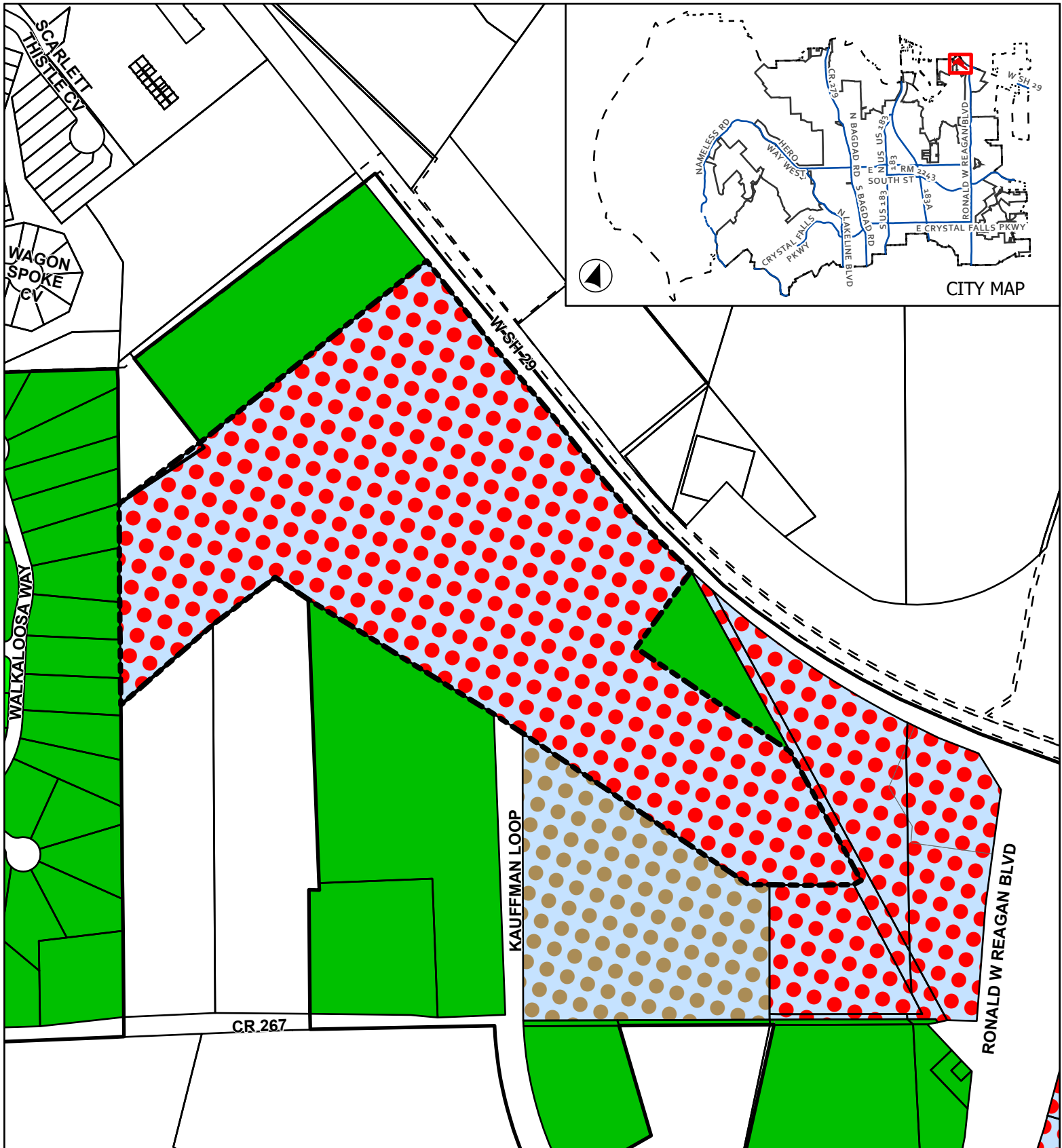
HWY 29 COMMERCIAL
MINOR PUD ZONING

Public Notification

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. 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.



- City Limits
- ETJ Boundary
- Notification Buffer**
 - 200'
 - 500'
 - Subject Boundary



CASE: Z-23-0076

ATTACHMENT 5

HWY 29 COMMERCIAL
MINOR PUD ZONING

Current Zoning

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- Leander City Limits
- Subject Boundary
- Extra-Territorial Jurisdiction
- SFR - Single-Family Rural

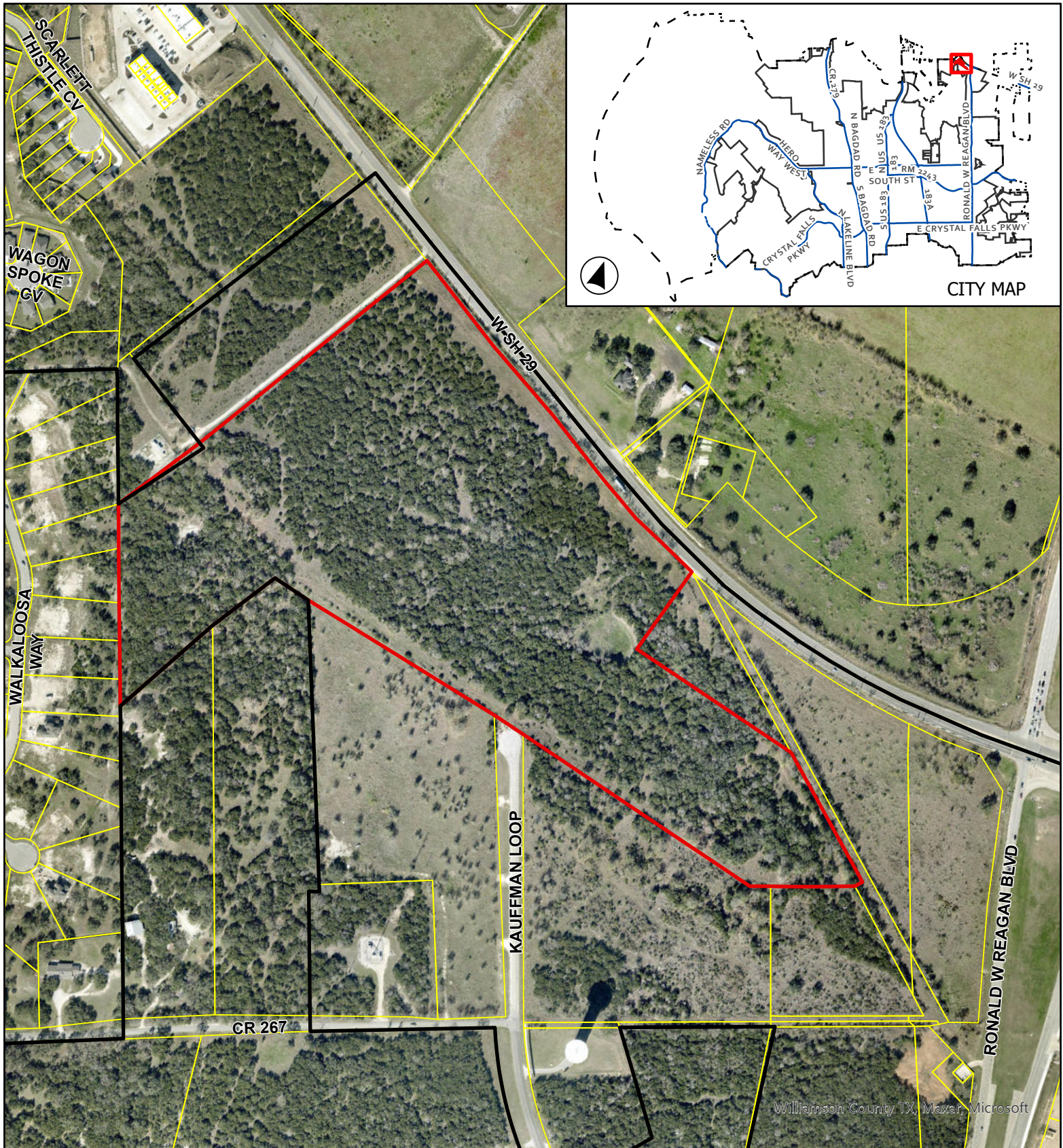
- SFE - Single-Family Estate
- PUD - Multi-Family
- PUD - General Commercial



0 160 320



Feet



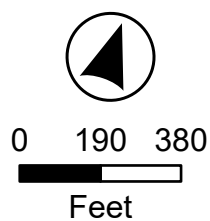
CASE: Z-23-0076

ATTACHMENT 6

HWY 29 COMMERCIAL
MINOR PUD ZONING

Aerial Map

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. 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.



- Leander City Limits
- Subject Boundary

EXHIBIT A

Highway 29 Commercial Minor Planned Unit Development

A. Purpose and Intent

1. The Highway 29 Commercial Minor PUD is comprised of approximately 53.23 acres, as shown on **Exhibit B**. The development of this property includes, but is not limited to, office, retail, warehouse, light manufacturing and other commercial uses.

B. Applicability and Base Zoning

1. All aspects regarding the development of this PUD shall comply with the City of Leander Composite Zoning Ordinance, except as established in this exhibit, titled **Exhibit A**.
2. For the purpose of establishing development standards for the PUD, the following base zoning districts have been selected from the Leander Composite Zoning Ordinance.

GC-3-A (General Commercial)

C. Allowable/Prohibited Uses

1. The allowable uses shall include all authorized uses currently permitted under the GC use component per the Leander Composite Zoning Ordinance and the following uses shall also be authorized:
 - a) Manufacture, Assembly or processing of materials of non-hazardous uses,
 - b) Retail Sales, New and Second hand resale and services,
 - c) Warehouse and Distribution, and
 - d) Wholesale Activities.
2. The following uses shall be prohibited:
 - a) Farms or truck gardens, limited to the propagation and cultivation of plants and provided further that no poultry or livestock.
 - b) Funeral home, including embalming and crematory facilities associated with an on site funeral home or cemetery.
 - c) Manufactured housing sales and accessory building sales
 - d) Transportation related facilities including commercial parking lots, passenger terminals, taxi cab stations and mass transit terminals
 - e) New vehicle and major equipment sales, rental or leasing, repair of new or used vehicles, body shop.
 - f) Self-storage/ mini-warehouse

D. Development Standards- The following allowable uses are permitted with the following conditions:

1. No more than one convenience store with associated outdoor fuel sales shall be permitted within the development.
2. Animal hospital or animal boarding
 - a) Accessory outdoor areas may be permitted for animal relief, however, shall not contain kennels or house animals for extended periods of time outdoors, including overnight.
3. Office / warehouse including painting, plumbing or other similar commercial service
 - a) Dock doors and loading shall be located on the rear of the building.

H D | B R O W N

May 24, 2023

Robin M. Griffin
Executive Director Development Services
City of Leander
201 N. Brushy Street
Leander, TX 78641

Re: Application for Rezoning; approximately 53.2 acres located south of State Highway 29 in Leander, TX, WCAD R032262 (the "Property")

Dear Ms. Griffin,

As representative of the owner of the above stated Property we respectfully submit the attached application for rezoning. The Property is located at the southwest corner of the Ronald Reagan Blvd and State Highway 29 intersection (see Location Map on the back of this page). The Property has a Future Land Use Map (FLUM) designation of Activity Center. The proposed rezoning complies with the FLUM designation, therefore a FLUM amendment is not necessary. The Property is currently zoned Single-Family Rural (SFR) and we request a MINOR Planned Unit Development (PUD) with a base zoning of General Commercial-3-C (GC-3-C) (Code of Ordinances, Section 19(f)). The purpose of the rezoning is to allow for a mix of commercial uses including retail, office, warehouse and light manufacturing. The purpose of the minor PUD is to respond to the increase in activity in the market for life sciences, neighborhood services, and small scale manufacturing. Therefore, the following additional uses are requested to be permitted in the GC-3-C base zoning district:

- a) Manufacture, Assembly or processing of materials of non-hazardous uses,
- b) Retail Sales, Second hand resale and services,
- c) Warehouse and Distribution, and
- d) Wholesale Activities.

If you have any questions regarding this application, please feel free to contact me at your convenience.

Sincerely,
Very truly yours,



Amanda Brown
(214) 695-9219
amanda.brown@hdbrownconsulting.com

Location Map



APPLICANT'S SUMMARY OF NEIGHBORHOOD COMMUNICATIONS

This summary is only required for a PUD or a Minor PUD.

1. How and when were the surrounding neighborhood and residential property owners within 500' notified, how was information shared, and who was directly involved in the communication process? Please provide the address of the properties notified and the name and contact information of the residents directly involved in the communication process. Attach any materials that were distributed.

Prior to the submission of the application, notification letters (attached) were sent to all property owners within 200', to all residential properties within 500' per City code requirement, and, because there is not HOA for the Bonnet Neighborhood the developer was contacted via email.

2. Who was notified (i.e. property owners, HOA, etc)? The HOA and/or a representative if there is no organized HOA must be contacted, if applicable. Provide the contact information used.

Property owners and the developer of the Bonnet Neighborhood. The Bonnet Neighborhood does not yet have an HOA as it is still under construction.

3. What concerns were raised during these communications?

The developer of the Bonnet Neighborhood wanted to understand more about the buffering and landscaping requirements between residential and commercial uses.

4. What specific conditions were added to or modified within the zoning request in response to the concerns raised at the meeting?

None at this time.

The above information is deemed to be true to the best of my knowledge.

Signature: **Amanda Brown** Digitally signed by Amanda Brown
DN: cn=Amanda Brown, c=US, o=H.D. Consulting,
email=amanda.brown@hdbrownconsulting.com
Date: 2023.05.22 12:35:43 -05'00' Date **05/22/2023**

H D | B R O W N

June 1, 2023

Re: Application for Rezoning; approximately 53.2 acres located south of State Highway 26 in Leander, TX, WCAD R032262 (the "Property")

Dear Neighbor,

You are receiving this letter because you are within 500 feet of the Property to be rezoned to accommodate a commercial and retail development. The Property is located at the southwest corner of the Ronald Reagan Blvd and State Highway 29 intersection (see Location Map on the back of this page). The Property is currently zoned Single-Family Rural (SFR) and we are pursuing a Minor Planned Unit Development (PUD) with a base zoning of General Commercial-3-C (GC-3-C). The purpose of the rezoning is to allow for a mix of commercial uses including retail, office, and light manufacturing.

An application to rezone the property will be submitted in the coming weeks. We would like to meet with our nearby neighbors to discuss the project and address any questions. Please reach out at your convenience.

Sincerely,
Very truly yours,

A handwritten signature in blue ink that reads "Amanda C. Brown". The signature is fluid and cursive, with the first name "Amanda" and last name "Brown" clearly legible.

Amanda Brown
(214) 695-9219
amanda.brown@hdbrownconsulting.com

Location Map

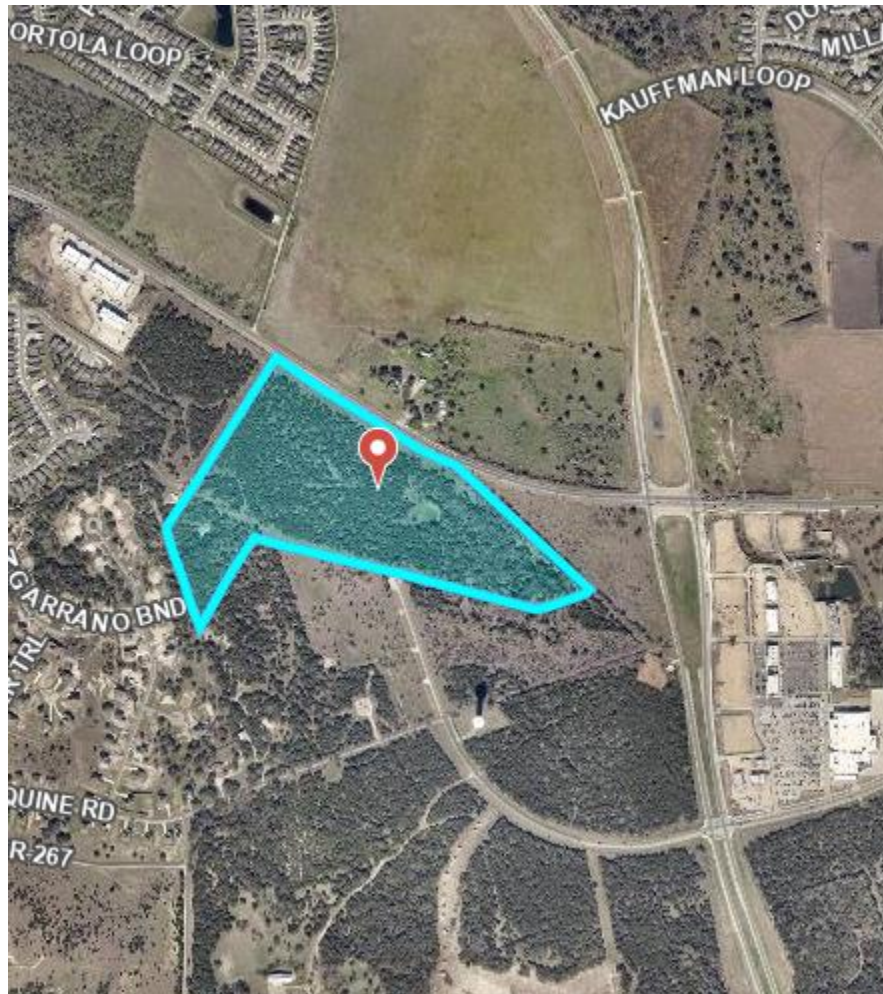


EXHIBIT A

Highway 29 Commercial Minor Planned Unit Development

A. Purpose and Intent

1. The Highway 29 Commercial Minor PUD is comprised of approximately ~~53.23~~50.77 acres, as shown on **Exhibit B**. The development of this property includes, but is not limited to, office, retail, warehouse, light manufacturing and other commercial uses.

B. Applicability and Base Zoning

1. All aspects regarding the development of this PUD shall comply with the City of Leander Composite Zoning Ordinance, except as established in this exhibit, titled **Exhibit A**.
2. For the purpose of establishing development standards for the PUD, the following base zoning districts have been selected from the Leander Composite Zoning Ordinance.

GC-3-A (General Commercial)

C. Allowable/Prohibited Uses

1. The allowable uses shall include all authorized uses currently permitted under the GC use component per the Leander Composite Zoning Ordinance and the following uses shall also be authorized:
 - a) Manufacture, Assembly or processing of materials of non-hazardous uses,
 - b) Retail Sales, New and Second hand resale and services,
 - c) Warehouse and Distribution, and
 - d) Wholesale Activities.
2. The following uses shall be prohibited:
 - a) Farms or truck gardens, limited to the propagation and cultivation of plants and provided further that no poultry or livestock.
 - b) Funeral home, including embalming and crematory facilities associated with an on site funeral home or cemetery.
 - c) Manufactured housing sales and accessory building sales
 - d) Transportation related facilities including commercial parking lots, passenger terminals, taxi cab stations and mass transit terminals
 - e) New vehicle and major equipment sales, rental or leasing, repair of new or used vehicles, body shop.
 - f) Self-storage/ mini-warehouse

D. Development Standards- The following allowable uses are permitted with the following conditions:

1. No more than one convenience store with associated outdoor fuel sales shall be permitted within the development.
2. Animal hospital or animal boarding
 - a) Accessory outdoor areas may be permitted for animal relief, however, shall not contain kennels or house animals for extended periods of time outdoors, including overnight.
3. Office / warehouse including painting, plumbing or other similar commercial service
 - a) Dock doors and loading shall be located on the rear of the building.
4. Clear Height for the following allowable uses
 - a) Clear Height means the vertical distance from the top finished floor to the bottom of the lowest point of the roof joist.
 - b) The maximum Clear Height of the following uses shall be limited to 18 feet:
 1. Manufacture, Assembly or processing of materials of non-hazardous uses,
 2. Warehouse and Distribution, and
 3. Wholesale Activities.

E. Development Standards- The following development standards shall apply:

1. Increased Setback
 - a) A 100 foot building and parking setback shall be maintained along the southwest property line adjacent to single-family platted lots as shown on Exhibit A-1. This setback shall only apply to the building and parking area, and shall not apply to items that support the development including, but not limited to, stormwater management, drainage facilities, landscaping, planting requirements, and all other improvements required by the City of Leander.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY CREATING THE HIGHWAY 29 COMMERCIAL MINOR PUD (PLANNED UNIT DEVELOPMENT) WITH THE BASE ZONING DISTRICT OF GC-3-A (GENERAL COMMERCIAL); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the owner of the property described herein after (the "Property") has requested that the Property be rezoned;

WHEREAS, after giving at least ten (10) days written notice to the owners of land within two hundred (200') 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 (15) 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. 05-018-00, 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 parcel of land, which is herein referred to as the "Property". That certain parcel of land being including 50.77 acres $\pm$; being more particularly described in Exhibit "B"; located and generally located approximately 1,500 feet to the west of the intersection of SH 29 and Ronald W Reagan Blvd, on the south side of SH 29; identified by Williamson Central Appraisal District tax identification number R032262; more particularly described in Instrument Number 2021128467; recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Zoning Ordinance is hereby amended by creating the Highway 29 Commercial Minor PUD (Planned Unit Development) with the base zoning district of GC-3-A (General Commercial). The PUD shall be developed and occupied in accordance with this Ordinance, the PUD plan attached as Exhibits "A," "A-1," and "B" 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 Planning Department 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 3rd day of August, 2023.
FINALLY PASSED AND APPROVED on this the 17th day of August, 2023.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



**MINUTES
PLANNING & ZONING COMMISSION
CITY OF LEANDER, TEXAS**

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

July 13, 2023 at 6:00 PM



Place 1 – Donnie Mahan, *Chair*
Place 2 – John Cosgrove
Place 3 – Ron May
Place 4 – Deirdre Moss

Place 5 – James Oliver
Place 6 – Laura Lantrip, *Vice-Chair*
Place 7 – Vacant

The meeting will be live-streamed at the following link: <https://www.leandertx.gov/video>.

1. Call to Order at 6:00 p.m.
2. Roll Call.
All commissioners were present except Chair Donnie Mahan.
3. Director's report to the Planning & Zoning Commission on actions taken by the City Council at the July 6, 2023 meeting
4. Review of meeting protocol.
5. Citizen Comments: Three (3) minutes allowed per speaker.
No one wished to speak.

CONSENT AGENDA: ACTION

6. Approval of Subdivision Case PP-22-0024 regarding Travisso Phase 5, Sections 4 & 5 Preliminary Plat on one parcel of land approximately 52.18 acres $\pm$ in size, more particularly described by Travis Central Appraisal District Parcel 353024; generally located northwest of the intersection of Novara Trail and Cosenza Trace and north of Travisso Parkway, Leander, Travis County, Texas.
7. Approval of Subdivision Case PP-22-0025 regarding Bar W Ranch W Phase 9 Preliminary Plat on two parcels of land approximately 56.706 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R532719 and R590760 ; generally located at the southeast corner of Bobtail Pass and Gold Dust Trail, Leander, Williamson County, Texas.

8. Approval of Subdivision Case PP-22-0028 regarding Michelle Subdivision Preliminary Plat on one parcel of land approximately 8.9 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R031699; generally located at the intersection of South Brook Dr. and US 183, Leander, Williamson County, Texas.
9. Approval of an extension of the expiration for Subdivision Case 19-PICP-040 Leander Heights Sec 2, Lot 7, Blk A Construction Plans for 1.5 acres more or less; generally located to the southwest of the intersection of S West Drive and Municipal Drive; Leander, Williamson County, Texas.
10. Approval of Subdivision Case FP-21-0023 regarding Lively Tract Phase 4 Final Plat on 1 parcel of land approximately 78.185 acres $\pm$ in size, more particularly described by Williamson County Central Appraisal District R544675; generally located east of the Gabriel's Outlook Section 1 Subdivision and south of Four Waters Loop, Leander, Williamson County, Texas.
11. Approval of Subdivision Case FP-22-0013 regarding Carneros Ranch Phase 6 Final Plat on one parcel of land approximately 17.85 acres $\pm$ in size, more particularly described by Williamson County Central Appraisal District R523829; generally located east of Sauterne Drive and west of Pinot Noir Street, Leander, Williamson County, Texas.
12. Approval of the Subdivision, Site Development, and Dry Utility Application Forms pursuant to Article IX, Section 9 (a) (1) c. of the Composite Zoning Ordinance; Leander, Williamson & Travis Counties, Texas.
13. Approval of Minutes

Motion made by Commissioner John Cosgrove, seconded by Commissioner James Oliver to approve P & Z minutes.

AYE: Commissioner John Cosgrove, Commissioner Deirdre Moss, Vice Chair Laura Lantrip, Commissioner James Oliver, Commissioner Ron May

5 - 0 Passed

PUBLIC HEARING: ACTION

14. *[Commissioner Oliver recused himself from this item and left the room]*

Conduct a Public Hearing and consider action on Subdivision Case FP-22-0044 and Variance Case VA-23-0013 to approve the Sarita Valley Short Form Final Plat and Variance on one parcel of land approximately 5.403 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R512374; generally located north east of Ronald W Reagan Blvd. and Sarita Dr., Leander, Williamson County, Texas.

- Discuss and consider action on Subdivision Case FP-22-0044 and Variance Case VA-23-0013 as described above.

Tom Mitchell spoke requesting more information.

Motion made by Commissioner John Cosgrove, seconded by Commissioner Deirdre Moss to approve the Final Plat.

AYE: Commissioner John Cosgrove, Commissioner Deirdre Moss, Vice Chair Laura Lantrip,
Commissioner Ron May

4 - 0 Passed

[Commissioner Oliver returned to the room]

15. Conduct a Public Hearing and consider action regarding Zoning Case Z-23-0076 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the Highway 29 Commercial Minor PUD (Planned Unit Development) with the GC-3-A (General Commercial) base zoning district on one parcel of land approximately 53.23 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R032262; and generally located approximately 1,500 feet to the west of the intersection of SH 29 and Ronald W Reagan Blvd, on the south side of SH 29, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-23-0076 as described above.

Motion made by Commissioner John Cosgrove, seconded by Commissioner James Oliver to unanimously recommend approval of the Zoning request with the following conditions:

1. The maximum height of truck bays may not exceed eighteen feet
2. Truck bays and docks may not face the single-family residential property to the west.

AYE: Commissioner John Cosgrove, Commissioner Deirdre Moss, Vice Chair Laura Lantrip,
Commissioner James Oliver, Commissioner Ron May

5 - 0 Passed

REGULAR AGENDA

16. Discuss and consider action on Tree Removal Case TRP-23-0013 regarding removal of two heritage trees and seven significant trees associated with the VALPS Ronald Reagan Retail Site Development Project located at 17401 Ronald Reagan Blvd., Leander, Williamson County, Texas.

Motion made by Commissioner Ron May, seconded by Commissioner James Oliver to approve the Tree Removal Request.

AYE: Commissioner John Cosgrove, Commissioner Deirdre Moss, Vice Chair Laura Lantrip,
Commissioner James Oliver, Commissioner Ron May

5 - 0 Passed

17. Discuss and consider action on Tree Removal Case TRP-23-0016 regarding removal of a Significant Tree associated with the Brushy Creek Retail Floodplain Development Project, generally located at US 183 and Metro Dr. Leander, Williamson County, Texas.

Motion made by Commissioner Ron May, seconded by Commissioner James Oliver to approve the Tree Removal request.

AYE: Commissioner John Cosgrove, Commissioner Deirdre Moss, Vice Chair Laura Lantrip,
Commissioner James Oliver, Commissioner Ron May

5 - 0 Passed

18. Discussion regarding the Sign Ordinance
19. Adjournment at 7:20 p.m.

APPROVED:

CHAIRMAN MAHAN

ATTEST:

ELLEN COUFAL
PLANNING & ZONING COMMISSION SECRETARY



EXECUTIVE SUMMARY
08/03/2023

AGENDA SUBJECT:

Receive a Preliminary overview of the City of Leander Annual Budget for fiscal year 2024.

BACKGROUND:

City Council received a presentation at the July 28-29 Council Retreat on the FY 2024 budget. At the August 3rd City Council meeting, staff will give a broad overview of the proposed budget and be available to answer questions from City Council. The presentation will be geared to help City Council's consideration of the proposed tax rate discussion later on the agenda at this meeting.

RECOMMENDATION:

No Action Required.

PRESENTER:

Robert G. Powers, Executive Finance Director



EXECUTIVE SUMMARY
08/03/2023

AGENDA SUBJECT:

Discuss receiving No-New-Revenue and Voter-Approval tax rate calculations; take action to consider a proposed tax rate; and schedule a public hearing date for the proposed tax rate.

BACKGROUND:

In the 2019 state legislative session, lawmakers approved Senate Bill 2 (SB2) that made changes to the process by which local governments adopt their local property tax rates. The law requires an election if a taxing jurisdiction adopts an O&M rate greater than 3.5% above the calculated M&O No-New-Revenue (NNR) rate. The NNR rate is the rate that would bring in the same tax revenue as in the prior year on existing properties. The City Council will need to take a record vote to consider a proposed rate and then schedule a public hearing for the tax rate if the proposed rate exceeds the NNR rate.

Definitions:

The "No-New-Revenue" (NNR) is the tax rate that would produce the same amount of taxes (i.e., no new taxes) if applied to the same properties that are taxed in both years.

The "Voter-Approval tax rate" (VAR) is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two (2) separate rates:

1. Maintenance and Operations (M&O) Tax Rate: The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus 3.5%.
2. Debt Rate (I&S): The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year.

Information for the upcoming tax year will be provided once Williamson County Tax Office finishes the calculation of the required tax rates as required by state law. Once that is available, staff will forward to City Council prior to the meeting.

RECOMMENDATION:

Actions needed:

1. Accept Tax Rate Calculations
2. Vote to Consider a Proposed Tax Rate
3. Schedule Public Hearing on the Tax Rate for September 7, 2023 (if Proposed Rate is above the NNR rate).

PRESENTER:

Robert G. Powers, Executive Finance Director



EXECUTIVE SUMMARY
08/03/2023

AGENDA SUBJECT:

Discuss and consider moving the October 5, 2023 regular meeting due to the Texas Municipal League Annual Conference.

BACKGROUND:

The TML Annual Conference is being held in Dallas on October 4 through October 8, 2022. We have three (3) City Councilmembers attending the conference. There could be a potential quorum issue if an additional Councilmember becomes ill and is unable to attend the October 5, 2023 regular meeting. The Charter requires two (2) regular meetings to be held a month.

PRESENTER:

Dara Crabtree, City Secretary
