



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Monday - February 7, 2022
Briefing Workshop at 5:30 PM
Regular Meeting at 7:00 PM



Mayor – Christine DeLisle

Place 1 – Kathryn Pantalion-Parker

Place 2 – Esme Mattke Longoria

Place 3 – Jason Shaw

Place 4 – Na'Cole Thompson

Place 5 – Chris Czernek

Place 6 – Becki Ross, *Mayor Pro Tem*

City Manager – Rick Beverlin

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

BRIEFING WORKSHOP - CONVENE AT 5:30 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 the Parkside Peninsula project; and
 - (2) Section 551.071, Texas Government Code, and Section 1.05 Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Lakewood Park project; and
 - (3) Section 551.074, Texas Government Code, to discuss the duties of the city manager; and
 - (4) Sections 551.071 and 551.072, Texas Government Code, and Section 1.05, Texas Disciplinary Rules for Professional Conduct, to consult with legal counsel, regarding the lease of real property on Hero Way West.

Take any action as deemed appropriate in the City Council's discretion regarding:

- (1) Parkside Peninsula project; and
- (2) Lakewood Park project; and
- (3) duties of the city manager; and
- (4) Hero Way West.

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.]

CONSENT AGENDA: ACTION

7. Approval of the minutes for meeting held on January 20, 2022 and January 25, 2022.
8. Approval of an Ordinance ordering and establishing procedures for the 2022 General Election in the City of Leander to elect Councilmembers for the offices held by Place 1, Place 3 and Place 5; providing for notice of the election; providing election precinct and polling places; providing for early voting; providing an effective date and open meetings clause; providing for the City Manager to execute any and all necessary documents; and providing for related materials.

Aprobacion de una ordenanza para ordenar y establecer procedimientos para la eleccion general de 2022 en la ciudad de Leander para elegir a los miembros del consejo para las oficinas celebradas por el Lugar 1, el Lugar 3 y el Lugar 5, proporcionando la noticia de la eleccion, porporcionando precinto electoral y lugar de votacion; proveyendo para el voto temprano, proporcionando una fecha de vigencia y clausula de reuniones abiertos, proporcionando al Gerente de la Ciudad para ejecutar cualquiera y todos los documentos necesarios; y proporcionando materiales relacionados.

9. Approval of an Ordinance ordering and establishing procedures for the 2022 Special Election in the City of Leander on proposed use of sales tax revenue; providing for notice of the election; providing election precinct and polling places; providing for early voting; providing an effective date and open meetings clause; providing for the City Manager to execute any and all necessary documents; and providing for related materials.

Aprobación de una Ordenanza que ordena y establece procedimientos para la Elección Especial de 2022 en la Ciudad de Leander sobre el uso propuesto de los ingresos del impuesto sobre las ventas; prever la notificación de la elección; proporcionar recintos electorales y lugares de votación; prever la votación anticipada; proporcionar una fecha de vigencia y una cláusula de reuniones abiertas; prever que el administrador de la ciudad ejecute todos y cada uno de los documentos necesarios; y proporcionar materiales relacionados.

10. Approval of an Ordinance ordering and establishing procedures for the 2022 Special Election in the City of Leander on proposed City of Leander Home Rule Charter amendments; providing for notice of the election; providing election precinct and polling places; providing for early voting; providing an effective date and open meetings clause; providing for the City Manager to execute any and all necessary documents; and providing for related materials.

Aprobación de una Ordenanza que ordena y establece procedimientos para la Elección Especial de 2022 en la Ciudad de Leander sobre las enmiendas propuestas al Estatuto de Autonomía de la Ciudad de Leander; prever la notificación de la elección; proporcionar recintos electorales y lugares de votación; prever la votación anticipada; proporcionar una fecha de vigencia y una cláusula de reuniones abiertas; prever que el administrador de la ciudad ejecute todos y cada uno de los documentos necesarios; y proporcionar materiales relacionados.

11. Approval of the City Manager's appointment of Christy Davis as Human Resources Director.
12. Approval of Amendment 2 for Lease Agreement with Little Gino, LLC; and authorize the City Manager to negotiate and execute any and all necessary documents.
13. Acceptance of Subdivision Public Infrastructure Improvements for Travisso Phase 5 Section 1 and 2, Reserve at North Fork, Horizon Lake Phase 4 Section 1, and PAG Leander H1.
14. Approval of an Ordinance allowing the City Engineer or designee, to determine the need for traffic control signage.
15. Approval of Amendment No. 2 to the Agreement for Professional Services with BGE, Inc., for supplemental engineering services in the not-to-exceed amount of \$95,500.00, and authorize the City Manager to negotiate and execute all appropriate documentation.
16. Approval to rebid project 21-CIP-001 for the remodeling and improvements to Fire Station No. 2; and authorize the re-advertising of the rebid process.
17. Approval of purchase of an excavator for Public Works Department from HOLT CAT in the amount of \$93,672.00 utilizing the BuyBoard Co-Op Contract; and authorize the City Manager to execute any and all necessary documents.
18. Approval of the extension of the application expiration for Subdivision Case 20-FP-020 Lost Woods Preserve Ph 3 Final Plat; more particularly described by Williamson Central Appraisal District Parcels R031574 and R031570; generally located to the southwest of the intersection of Journey Parkway and CR 175, Leander, Williamson County, Texas.

REGULAR AGENDA

19. Receive a presentation and consider acceptance of the study conducted by Kimley-Horn regarding the Hero Way and Ronald Reagan Boulevard intersection.
20. Discuss and consider action on a Resolution calling for a public hearing on the Assumptions and Capital Improvements Plan relating to possible adoption of Roadway Impact Fees.
21. Discuss and consider action on an award of contract, CIP Project #21-CIP-003 to Fleetwood Services, LLC for the Crystal Falls Golf Club Driving Range Renovations in the amount not to exceed \$840,000.00; and authorize the City Manager to execute any and all necessary documents.
22. Council Member Closing Statements.
23. 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 2 day of February 2022 by 5:00 p.m. pursuant to Chapter 551 of the Texas Government Code.

Dara Crabtree

Dara Crabtree, City Secretary, TRMC



EXECUTIVE SUMMARY
02/07/2022

AGENDA SUBJECT:

Approval of the minutes for meeting held on January 20, 2022 and January 25, 2022.

BACKGROUND:

Attached are the minutes for meetings held on January 20, 2022 and January 25, 2022.

PRESENTER:

Dara Crabtree, City Secretary

Attachments

1. Draft Minutes 01.20.2022
2. Draft Minutes 01.25.2022



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday - January 20, 2022



Mayor – Christine DeLisle
Place 1 – Kathryn Pantalione-Parker
Place 2 – Esme Mattke Longoria
Place 3 – Jason Shaw

Place 4 – Na'Cole Thompson
Place 5 – Chris Czernek
Place 6 – Becki Ross, *Mayor Pro Tem*
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. Opened meeting at 6:00 p.m.
2. Roll call reflected all present.
3. Convened into executive session at 6:01 p.m. 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 settlement of Cause No. 21-1682-C26, Buck v. City of Leander, in the 26th Judicial District Court of Williamson County, 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 Docket No. 53063, petition by outside city ratepayers appealing the water rates established by the City of Leander, Texas; and
 - (3) Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Capital Metropolitan Transportation Authority election and contracting matters.

Reconvened into open session at 7:03 p.m., the City Council did not complete their deliberations and the executive session and briefing workshop was recessed until following the consent agenda on the regular meeting agenda. Reconvened into executive session at 7:35 p.m.

Reconvened into open session at 8:50 p.m. to take action as determined appropriate regarding:

- (1) settlement of Cause No. 21-1682-C26, Buck v. City of Leander, in the 26th Judicial District Court of Williamson County, Texas; and
- (2) Docket No. 53063 appealing water rates established by the City of Leander; and
- (3) Capital Metropolitan Transportation Authority.

Briefing workshop adjourned at 8:50 p.m.

Motion by Councilmember Becki Ross, Seconded by Councilmember Chris Czernek (1) to approve settlement of Cause No. 21-1682-C26 Buck v. City of Leander, in the 26th Judicial District Court of Williamson County, Texas.

Vote: 7 - 0

(2) No action.

(3) No action.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Opened meeting at 7:03 p.m., Councilmember Czernek provided the Invocation and Mayor Christine led the Pledges of Allegiance.

5. Roll call reflected all present.

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. Board Reports

- Exploring Leander History - Chair Kip Harmon reported on Texas Rangers, recent MLK event and library display.

8. Staff Reports

- Monthly Water Update

CONSENT AGENDA: ACTION

Mayor Christine announced items 11 and 17 were pulled from the consent agenda and will be considered separately.

Motion by Councilmember Kathryn Pantalion-Parker, Seconded by Councilmember Esme Longoria Mattke to approve consent agenda items 9,10, 12 through 16.

Vote: 7 - 0

9. Approval of the minutes for meeting held on January 6, 2022.

10. Reject all bids received for project 21-CIP-002 for the improvements to Old Town Park on South Street and authorize a new bid.

11. Approval of a waiver of Article 8.04, Noise, Section 8.04.001(a) (11) in the hours of construction work to OHT Partners for the Parkside Village Site Project at 8421 183A Toll Road in Leander.

Motion by Councilmember Chris Czernek, Seconded by Councilmember Jason Shaw to approve a waiver of Article 8.04, Noise, Section 8.04.001(a) (11) in the hours of construction work to OHT Partners for the Parkside Village Site Project at 8421 183A Toll Road in Leander subject to an agreement with terms as discussed; and authorize the city manager to execute, following a discussion.

Vote: 7 - 0

12. Approval of a waiver of Article 8.04, Noise, Section 8.04.001(a) (11) in the hours of construction work to Alliance Residential Company for the Bryson Multifamily located at 241 S. Chitalpa in Leander, Williamson County, Texas.
13. Acceptance of Subdivision Public Infrastructure Improvements for Aven Ridge Phase 1.
14. Approval of the Second Reading of an Ordinance regarding Zoning Case 21-Z-038 to amend the current zoning of PUD/TOD-CD (Planned Unit Development/Transit Oriented Development within the Conventional Development Sector) and HC-4-A (Heavy Commercial) to the Heritage Grove Minor Planned Unit Development (PUD) with the base zoning district of HC-4-A (Heavy Commercial) on one (1) parcel of land approximately 10 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R031721; and generally located to the west of the intersection of Heritage Grove Road and US Hwy 183, Leander, Williamson County, Texas.
15. Approval of the Harmony Public School Annexation Case 21-A-009 regarding the voluntary annexation of 20.077 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R031590, R031591, R031592, R031594, and R031595; and commonly known as 3250 Hero Way, Leander, Travis County, Texas.
16. Approval of the extension of the application expiration for Subdivision Case 20-PICP-002 Hero Way Business Park construction plans; more particularly described by Williamson Central Appraisal District Parcel R512383 and R032149; generally located seven hundred (700') feet from the intersection of Hero Way West and Bagdad Road on the south side of Hero Way and to the west of Bagdad Road, Leander, Williamson County, Texas.
17. *[Councilmember Czernek recused himself and left the dais at 7:33 p.m.; returned to the dais at 7:34 p.m.]*

Approval of the extension of the application expiration for Subdivision Case 19-PICP-024 Carneros Ranch Section 6 construction plans; more particularly described by Williamson Central Appraisal District Parcel R523829; generally located to the east of the intersection of Lakeline Boulevard and Sauterne Drive, more specifically located to the east of the intersection of Ran Road and Sauterne Drive, Leander, Williamson County, Texas.

Motion by Councilmember Jason Shaw, Seconded by Councilmember Kathryn Pantalion-Parker to approve the extension of the application expiration for Subdivision Case 19-PICP-024 Carneros Ranch Section 6 construction plans; more particularly described by Williamson Central Appraisal District Parcel R523829; generally located to the east of the intersection of Lakeline Boulevard and Sauterne Drive, more specifically located to the east of the intersection of Ran Road and Sauterne Drive, Leander, Williamson County, Texas.

Vote: 6 - 0

REGULAR AGENDA

18. Discuss and consider action on an Ordinance ordering a Special Election to be held on the question of the City of Leander's continued participation in the Capital Metropolitan Transportation Authority; designating May 7, 2022, as the date of the Special Election; prescribing the form of the ballot; providing for election procedures; providing an effective date; providing an open meetings clause; and providing for related matters.

Discutir y considerar la acción sobre una Ordenanza que ordena la realización de una Elección Especial sobre la cuestión de la participación continua de la Ciudad de Leander en la Autoridad de Transporte Metropolitano de la Capital; designar el 7 de mayo de 2022 como la fecha de la Elección Especial; prescribir la forma de la papeleta; proporcionar procedimientos electorales; proporcionar una fecha de vigencia; proporcionar una cláusula de reuniones abiertas; y proveer para asuntos relacionados.

Motion by Mayor Christine DeLisle, Seconded by Councilmember Esme Longoria Mattke to postpone this item until a special meeting on Tuesday, January 25, 2022 at 6:00 p.m.

Vote: 7 - 0

19. Discuss and consider action on Type B Economic Development Sales Tax and General Revenue Sales Tax ballot proposition options.

Motion by Mayor Christine DeLisle, Seconded by Councilmember Chris Czernek to approve General Revenue Sales Tax ballot proposition.

Vote: 6 - 1

NAY: Councilmember Jason Shaw

20. Discuss and consider action on proposed amendments to the Home Rule Charter.

Motion by Councilmember Kathryn Pantalion-Parker, Seconded by Councilmember Becki Ross to approve Term Limits proposition to appear on the ballot with changing two three-year terms to three three-year terms.

Vote: 6 - 1

NAY: Councilmember Jason Shaw

Motion by Mayor Christine DeLisle, Seconded by Councilmember Kathryn Pantalion-Parker to approve Resign to Run proposition to appear on the ballot as presented.

Vote: 7 - 0

Motion by Councilmember Kathryn Pantalion-Parker, Seconded by Mayor Christine DeLisle to approve Term of Office proposition to appear on the ballot as presented.

Vote: 7 - 0

Motion by Councilmember Chris Czernek, Seconded by Councilmember Jason Shaw to approve City Manager proposition to appear on the ballot as presented.

Vote: 5 - 2

NAY: Mayor Christine DeLisle
Councilmember Na'Cole Thompson

Motion by Councilmember Esme Longoria Mattke, Seconded by Councilmember Becki Ross to approve Department Director Appointments proposition to appear on the ballot as presented.

Vote: 5 - 2

NAY: Mayor Christine DeLisle
Councilmember Na'Cole Thompson

Motion by Councilmember Kathryn Pantalion-Parker, Seconded by Councilmember Becki Ross to approve Police Department Employee Evaluations to appear on the ballot as presented.

Vote: 7 - 0

Motion by Councilmember Kathryn Pantalion-Parker, Seconded by Councilmember Becki Ross to approve Fire Department Employee Evaluations to appear on the ballot as presented.

Vote: 7 - 0

Motion by Councilmember Kathryn Pantalion-Parker, Seconded by Councilmember Becki Ross to approve Mayor Pro Tem Appointment proposition as presented.

Vote: 7 - 0

Motion by Councilmember Kathryn Pantalion-Parker, Seconded by Councilmember Becki Ross to approve Planning Commission Appointments proposition as presented.

Vote: 7 - 0

Motion by Councilmember Kathryn Pantalion-Parker, Seconded by Councilmember Becki Ross to approve Selection of Auditor proposition as presented.

Vote: 7 - 0

Motion by Councilmember Kathryn Pantalion-Parker, Seconded by Councilmember Jason Shaw to approve Mayoral Duties proposition as presented.

Vote: 5 - 2

NAY: Mayor Christine DeLisle
Councilmember Esme Longoria Mattke

Motion by Councilmember Kathryn Pantalion-Parker, Seconded by Councilmember Esme Longoria Mattke to approve Public Records proposition as presented.

Vote: 7 - 0

Motion by Councilmember Kathryn Pantalione-Parker, Seconded by Councilmember Becki Ross to approve Charter Review Commission proposition as presented.

Vote: 7 - 0

21. Council Member Closing Statements.

Esme Mattke Longoria - commented happy to see everyone at the recent MLK event.

Na'Cole Thompson - thanked everyone for supporting the MLK event, city staff, planning committee, support of the vendors and sponsors, and looking forward to next year.

Chris Czernek - commented on how awesome the recent MLK event was; and his kids enjoyed the event.

Becki Ross - thanked Councilmember Thompson for heading the MLK event; and wished her daughter happy birthday.

Christine DeLisle - stated Subway provided dinner tonight; reminded everyone to shop Leander; and commented leadership not always easy, important to trust others; and thanked Mayor Pro Tem Ross for work with Cap Metro and Councilmember Thompson for MLK event.

22. Adjourned at 10:11 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Tuesday - January 25, 2022



Mayor – Christine DeLisle
Place 1 – Kathryn Pantalion-Parker
Place 2 – Esme Mattke Longoria
Place 3 – Jason Shaw

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

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

1. Opened meeting at 6:01 p.m.
2. Roll call reflected all present.
3. Convened into executive session at 6:01 p.m. pursuant to Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Capital Metropolitan Transportation Authority election and contracting matters.

Reconvened into open session at 7:28 p.m. to take action as determined appropriate regarding Capital Metropolitan Transportation Authority.

Mayor Christine announced if there was no objection from the City Council, the agenda would be taken out of order and Item 5 would be heard before Item 4.

No action.

4. Discuss and consider action on an Ordinance ordering a Special Election to be held on the question of the City of Leander's continued participation in the Capital Metropolitan Transportation Authority; designating May 7, 2022, as the date of the Special Election; prescribing the form of the ballot; providing for election procedures; providing an effective date; providing an open meetings clause; and providing for related matters.
 - *Discutir y considerar la acción sobre una Ordenanza que ordena la realización de una Elección Especial sobre la cuestión de la participación continua de la Ciudad de Leander en la Autoridad de Transporte Metropolitano de la Capital; designar el 7 de mayo de 2022 como la fecha de la Elección Especial; prescribir la forma de la papeleta; proporcionar procedimientos electorales; proporcionar una fecha de vigencia; proporcionar una cláusula de reuniones abiertas; y proveer para asuntos relacionados.*

Motion by Councilmember Jason Shaw, Seconded by Councilmember Kathryn Pantalion-Parker to approve an Ordinance ordering a Special Election to be held on the question of the City of Leander's continued participation in the Capital Metropolitan Transportation Authority; designating May 7, 2022, as the date of the Special Election; prescribing the form of the ballot; providing for election procedures; providing an effective date; providing an open meetings clause; and providing for related matters, following comments.

Vote: 5 - 2

NAY: Councilmember Esme Longoria Mattke
Councilmember Becki Ross

5. Discuss and consider action on an Interlocal Agreement with Capital Metropolitan Transportation Authority.

Motion by Councilmember Becki Ross, Seconded by Councilmember Esme Longoria Mattke to approve an Interlocal Agreement with Capital Metropolitan Transportation Authority and authorize the City Attorney and City Manager to negotiate and finalize the Interlocal Agreement.

Vote: 7 - 0

6. Adjourned at 8:23 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY



EXECUTIVE SUMMARY
02/07/2022

AGENDA SUBJECT:

Approval of an Ordinance ordering and establishing procedures for the 2022 General Election in the City of Leander to elect Councilmembers for the offices held by Place 1, Place 3 and Place 5; providing for notice of the election; providing election precinct and polling places; providing for early voting; providing an effective date and open meetings clause; providing for the City Manager to execute any and all necessary documents; and providing for related materials.

Aprobacion de una ordenanza para ordenar y establecer procedimientos para la eleccion general de 2022 en la ciudad de Leander para elegir a los miembros del consejo para las oficinas celebradas por el Lugar 1, el Lugar 3 y el Lugar 5, proporcionando la noticia de la eleccion, porporcionando precinto electoral y lugar de votacion; proveyendo para el voto temprano, proporcionando una fecha de vigencia y clausula de reuniones abiertos, proporcionando al Gerente de la Ciudad para ejecutar cualquiera y todos los documentos necesarios; y proporcionando materiales relacionados.

BACKGROUND:

This year's election will be held on May 7, 2022 and includes City Council Place 1, City Council Place 3 and City Council Place 5. The City will be contracting with both Williamson and Travis Counties' Election Departments to serve as the Election Administrator for Williamson and Travis Counties' registered voters.

The filing period began Wednesday, January 19 and will continue through Friday, February 18.

PRESENTER:

Dara Crabtree, City Secretary

Attachments

1. Ordinance

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE ORDERING AND ESTABLISHING PROCEDURES FOR THE 2022 GENERAL ELECTION IN THE CITY OF LEANDER TO ELECT COUNCILMEMBERS FOR THE OFFICES HELD BY PLACE 1, PLACE 3, AND PLACE 5; PROVIDING FOR NOTICE OF THE ELECTION; PROVIDING ELECTION PRECINCT AND POLLING PLACES; PROVIDING FOR EARLY VOTING; PROVIDING AN EFFECTIVE DATE AND OPEN MEETINGS CLAUSE; PROVIDING FOR THE CITY MANAGER TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, on May 7, 2022, there shall be elected the following officials for this City: Councilmember Place 1; Councilmember Place 3; and Councilmember Place 5; and

WHEREAS, the Texas Election Code is applicable to said election and this ordinance establishes procedures consistent with the Code, and designates the voting place for the election; and

WHEREAS, the City of Leander lies within the boundaries of Williamson and Travis Counties; and

WHEREAS, the City of Leander, Texas (hereinafter the "City") approves and agrees to conducting the City General Election jointly with other political subdivisions in Williamson and Travis Counties in accordance with *Tex. Elec. Code, Chapter 271*; and

WHEREAS, the City is making provision to contract with the Williamson County Elections Administrator to conduct the City's election for Williamson County voters and Travis County Elections Administrator to conduct the City's election Travis County voters, pursuant to *Chapter 31, Tex. Elec. Code, and Chapter 791, Tex. Gov't Code* (the "Election Services Contract");

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

Section 1. General Election. The General Election of the City shall be held on Saturday, May 7, 2022 to elect members of the City Council from the city at large for the offices of Place 1, Place 3, and Place 5 to serve a term of three (3) years each. Candidates for the above offices shall file their application with the City Secretary of the City, at City Hall, 105 N. Brushy Street, Leander, Texas, between 8:00 a.m. on January 19, 2022 and 5:00 p.m. on February 19, 2022 excluding weekends and holidays. All applications for candidacy shall be on a form as prescribed by the *Tex. Elec. Code*. The order in which the names of the candidates for each office are to be printed on the ballot shall be determined by a drawing conducted by the City Secretary. The drawing will be held at 10:00 a.m. on February 23, 2022 at Pat Bryson Municipal Hall, Council Chambers, 201 N. Brushy Street, Leander, Texas.

Section 2. Ballots. The ballots used for the general election shall comply with the *Texas Election Code* and be in the form provided by the City to the Williamson County Elections Administrator for use on the respective voting devices used by each such jurisdiction.

Section 3. Printed Materials. The official ballots, together with such other election materials as are required by the *Texas Election Code*, as amended, shall be printed in both the English and Spanish languages and shall contain such provisions, markings and language as required by law.

Section 4. Notice of Election. Notice of the election shall be given in the manner as provided in the *Texas Election Code* and the *City Charter*. The notice of election shall be posted on the bulletin board used for posting notice of meetings of the governing body at City Hall and at other locations required by state law not later than the twenty-first (21st) day before the election, and by publishing said notice of election at least once in English and Spanish in a newspaper of general circulation, not earlier than thirty (30) days nor later than ten (10) days prior to said election. The Williamson County Elections Administrator and the Travis County Elections Administrator are authorized and shall give all notices for their respective jurisdictions required for the election.

Section 5. Conduct of Election. The Williamson County Elections Administrator and his/her employees and appointees, and the election judges, alternate judges and clerks properly appointed for the election, shall hold and conduct the election for that part of the City located in Williamson County pursuant to the Election Services Contract between the City of Leander and Williamson County. The Travis County Elections Administrator and his/her employees and appointees, and the election judges, alternate judges and clerks properly appointed for the election, shall hold and conduct the election for that part of the City located in Travis County pursuant to the Election Services Contract between the City of Leander and Travis County. The election shall be held and conducted in compliance with the City Charter, state law, and the respective Election Services Contracts.

Section 6. Joint Election. The City agrees to conduct a joint election with other political subdivisions within Williamson County and within Travis County, provided that such political subdivisions hold an election on May 7, 2022, in all or part of the same territory as the City (the "Political Subdivisions"). The joint election for Political Subdivisions will be conducted in accordance with state law, this ordinance, and the respective Election Services Contracts.

Section 7. Election Precincts and Election Day Polling Places. The election precincts for the election shall be the election precincts established by Williamson County for the territorial boundaries of the City located in Williamson County, and the election precincts established for Travis County the territorial boundaries of the City located in Travis County, provided that each shall contain and include geographic area that is within the City.

The polling place for each election precinct located in Williamson County shall be the polling place established by Williamson County. The polling place for each election precinct located in Travis County shall be the polling place established by Travis County. The returns will be provided by precinct and the Williamson County Elections Administrator shall tabulate and provide the election returns for votes cast by Williamson County voters. The returns will be provided by precinct and the Travis County Elections Administrator shall tabulate and provide the election returns for votes cast by Travis County voters.

Section 8. Early Voting. (a) Early voting shall commence on Monday, April 25, 2022, and continue through Tuesday, May 3, 2022 and early voting polls shall remain open for the time specified by the *Texas Election Code* and the respective Elections Administrator.

(b) The period to apply for a ballot by mail is January 1, 2022 through April 26, 2022. An application for ballot by mail (ABBM) must be received by the Early Voting Clerk no later than the close of

business on April 26, 2022.

(c) The period to apply for a federal postcard application (FPCA) is January 1, 2022 through April 26, 2022. An FPCA must be received by the Early Voting Clerk no later than the close of business on April 26, 2022.

(d) Early Voting Conducted by the Williamson County Elections Administrator:

- 1) Early voting, both by personal appearance and by mail will be conducted by the Williamson County Elections Administrator in accordance with the *Texas Election Code* for the qualified voters of the City residing in Williamson County. Christopher J. Davis is hereby designated and appointed as an Early Voting Clerk for the general election for qualified voters of the City residing in Williamson County.
- 2) Applications for ballot by mail for qualified voters of the City residing in Williamson County shall be mailed to:

Christopher J. Davis
Williamson County Elections Administrator
Williamson County Elections Department

Mailing Address:

PO Box 209
Georgetown, TX 78627

Physical Address:

Williamson County Inner Loop Annex Elections Department
301 SE Inner Loop Ste 104
Georgetown, TX 78626

Telephone Number: (512) 943-1630

Email Address: cjdavis@wilco.org

Website: <https://www.wilco.org/Departments/Elections>

- 3) The main early voting location for qualified voters of the City residing in Williamson County is: Leander Public Library, 1101 S. Bagdad Rd., Leander, Texas 78641.
- 4) Early voting for qualified voters of the City residing in Williamson County shall be held at the dates, times, and location authorized by the Williamson County Elections Administrator. Any early voting polling place may be added or changed by the Administrator upon compliance with applicable law.

(e) Early Voting Conducted by the Travis County Elections Administrator:

- 1) Early voting, both by personal appearance and by mail will be conducted by the Travis County Elections Administrator in accordance with the *Texas Election Code* for the qualified voters of the City residing in Travis County. Rebecca Guerrero, Interim County Clerk, is hereby designated and appointed as an Early Voting Clerk for the general election for qualified voters of the City residing in Travis County.
- 2) Applications for ballot by mail for qualified voters of the City residing in Travis County shall be mailed to:

By mail:

Rebecca Guerrero, Interim County Clerk
Travis County Early Voting Clerk
PO Box 149325
Austin, Texas 78714-9325

By Contract Carriers/ Fedex:

Elections Division
Travis County Clerk
5501 Airport Blvd.

Austin, Texas 78751
Telephone: (512) 238-VOTE
Email: elections@traviscountytexas.gov
Website: <https://countyclerk.traviscountytexas.gov/departments/elections/>

- 3) The main early voting location for qualified voters of the City residing in Travis County is: Christ Episcopal Church, 3520 W Whitestone Blvd, Cedar Park, TX 78613.
- 4) Early voting for qualified voters of the City residing in Travis County shall be held at the dates, times, and location authorized by the Travis County Elections Administrator. Any early voting polling place may be added or changed by the Administrator upon compliance with applicable law.

Section 9. Election Judges and Clerks. The presiding judges, alternate presiding judges and clerks for the election shall be selected and appointed by Williamson County and Travis County, respectively, in compliance with the requirements of state law, and are hereby designated and appointed election officers for the holding of said election and such appointments are approved. The presiding judges, alternate presiding judges and clerks shall perform the functions and duties of their respective positions that are provided by state law.

Section 10. City Secretary Assistance. The City Secretary is hereby authorized and instructed to aide the Williamson and Travis County Elections Administrators in the acquisition and furnishing of all election supplies and materials necessary to conduct the election. The City Secretary is further authorized to assist with the giving of notices required for the election, and to take such other and further action as is required to conduct the election in compliance with the *Texas Election Code*; provided that, pursuant to the Election Services Contracts between the City and the Travis and Williamson County Elections Administrators, the Travis and Williamson County Elections Administrators shall have the duty and be responsible for organizing and conducting the election in compliance with the *Texas Election Code*; and for providing all services specified to be provided in the Election Services Contracts.

Section 11. Necessary Actions. The Mayor and the City Secretary of the City, in consultation with the City's Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Code and the Federal Voting Rights Act in carrying out and conducting the Election, whether or not expressly authorized herein, including but not limited to making changes or additions to polling places, ballot language, or procedures to the extent required or desirable or as may become necessary due to circumstances arising after the date of this Ordinance. The City Manager is further authorized to give notice of the election as provided in Section 451.607, Texas Election Code.

Section 12. General. The general election shall be held and conducted by the Williamson and Travis County Elections Administrators in compliance with the *Tex. Elec. Code* and, to the extent not inconsistent therewith, the *City Charter*, and only resident qualified voters of the City shall be eligible to vote at the election. The Election Officers are hereby authorized and instructed to provide and furnish all necessary election supplies, materials, and equipment to conduct said election. Returns of the election shall be made known as soon as possible after the closing of the polls; and the election returns shall be canvassed by the City Council not earlier than May 10, 2022 nor later than May 18, 2022.

Section 13. Authorization to Execute. The Mayor is authorized to execute and the City Secretary is authorized to attest this Ordinance on behalf of the Council; and the Mayor is authorized to do all other things legal and necessary in connection with the holding and consummation of the Election.

Section 14. Effective Date; Election Code; Preamble. This ordinance shall be in full force and effect from and after its passage on the date shown below; provided that if any term or provision of this Ordinance conflicts with, or is inconsistent with, the Texas Elections Code, the Texas Election Code shall govern and control and the Williamson County Elections Administrator and the Travis County Elections Administrator shall comply with the Texas Elections Code. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes as part of the findings of Council.

Section 15. Severability. If any provision, section of this ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

Section 16. Open Meetings. It is 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 *Chapt. 551, Tex. Gov't. Code*.

PASSED, ADOPTED AND APPROVED on this the 3rd day of February, 2022.

CITY OF LEANDER, TEXAS

Christine DeLisle, Mayor

Attest:

Dara Crabtree, City Secretary



EXECUTIVE SUMMARY
02/07/2022

AGENDA SUBJECT:

Approval of an Ordinance ordering and establishing procedures for the 2022 Special Election in the City of Leander on proposed use of sales tax revenue; providing for notice of the election; providing election precinct and polling places; providing for early voting; providing an effective date and open meetings clause; providing for the City Manager to execute any and all necessary documents; and providing for related materials.

Aprobación de una Ordenanza que ordena y establece procedimientos para la Elección Especial de 2022 en la Ciudad de Leander sobre el uso propuesto de los ingresos del impuesto sobre las ventas; prever la notificación de la elección; proporcionar recintos electorales y lugares de votación; prever la votación anticipada; proporcionar una fecha de vigencia y una cláusula de reuniones abiertas; prever que el administrador de la ciudad ejecute todos y cada uno de los documentos necesarios; y proporcionar materiales relacionados.

BACKGROUND:

After a series of discussions, the City Council direct staff to bring back on ordinance calling a special election on the question of increasing the City's general revenue sales and use tax from 1% to 2%. **WHEREAS**, the current general revenue sales and use tax rate within the City of Leander, Texas (the "City") is one percent (1%). Chapter 321 of the Texas Tax Code authorizes the general revenue sales and use tax to be adopted in increments of one-eighth of one percent (1%). The maximum combined sales tax rate adopted by local taxing authorities may not exceed two percent (2%). The City is located within the Capital Metropolitan Transportation Authority (CapMetro), which collects a one percent (1%) sales tax within the City. The current combined sales tax rate for all local taxing authorities in the City is two percent (2%). The City Council called an election on the question of the continuation of CapMetro within the City of Leander ("Proposition A"). If a majority of qualified voters for "No" to Proposition A, then CapMetro will calculate the net financial obligation of the City, pursuant to Subchapter M, Chapter 451, Texas Transportation Code, and will continue to collect the one percent (1%) sales tax within the City until the net financial obligation is collected. After the net financial obligation is collected, CapMetro will cease to collect the one percent (1%) sales tax within the City and there will be a one percent sales tax increment available for adoption by local taxing authorities (upon approval by a majority of qualified voters).

The ballot language set forth in the ordinance asks voters to approve a sales and use tax of two percent (2%), which is the total general revenue sales and use tax rate that will be in effect upon approval by a majority of qualified voters and canvassing of the election.

PRESENTER:

Paige Saenz, City Attorney

Attachments

1. Ordinance

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, ORDERING A SPECIAL ELECTION TO BE HELD ON MAY 7, 2022, ON A PROPOSITION TO INCREASE THE CITY'S GENERAL REVENUE SALES AND USE TAX RATE PURSUANT TO CHAPTER 321 OF THE TEXAS TAX CODE, CONDITIONED ON A MAJORITY OF QUALIFIED VOTERS VOTING "NO" ON PROPOSITION "A", WHICH IS THE MEASURE ON THE QUESTION OF THE CONTINUATION OF THE CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY IN THE CITY OF LEANDER; PROVIDING FOR PROPOSITION LANGUAGE; PROVIDING FOR ELECTION PROCEDURES; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING AN OPEN MEETINGS CLAUSE; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the current general revenue sales and use tax rate within the City of Leander, Texas (the "City") is one percent (1%);

WHEREAS, Chapter 321 of the Texas Tax Code authorizes the general revenue sales and use tax to be adopted in increments of one-eighth of one percent (1%);

WHEREAS, the maximum combined sales tax rate adopted by local taxing authorities may not exceed two percent (2%);

WHEREAS, the City is located within the Capital Metropolitan Transportation Authority (CapMetro), which collects a one percent (1%) sales tax within the City;

WHEREAS, the current combined sales tax rate for all local taxing authorities in the City is two percent (2%);

WHEREAS, the City Council called an election on the question of the continuation of CapMetro within the City of Leander ("Proposition A");

WHEREAS, if a majority of qualified voters vote "No" to Proposition A, then CapMetro will calculate the net financial obligation of the City, pursuant to Subchapter M, Chapter 451, Texas Transportation Code, and will continue to collect the one percent (1%) sales tax within the City until the net financial obligation is collected;

WHEREAS, after the net financial obligation is collected, CapMetro will cease to collect the one percent (1%) sales tax within the City and there will be a one percent (1%) sales tax increment available for adoption by local taxing authorities (upon approval by a majority of qualified voters);

WHEREAS, the City Council has determined that an election should be held on the question of increasing the City's general revenue sales tax from one percent (1%) to two (2%) percent, conditioned upon a majority of qualified voters voting "No" on Proposition A;

WHEREAS, the ballot language will ask voters to approve a sales and use tax of two percent (2%), which is the total general revenue sales and use tax rate that will be in effect upon approval by a majority of the qualified voters and canvassing of the election;

WHEREAS, upon approval of the increase in the City's general revenue sales and use tax rate, the total combined rate of all taxes levied by the City will be equal two percent (2%);

WHEREAS, the City Council finds it appropriate to substitute the words "Yes" and "No" on the ballot for "For" and "Against" to be consistent with language used for other City propositions scheduled for the May 7, 2022 election;

WHEREAS, the City of Leander lies within the boundaries of Williamson and Travis Counties;

WHEREAS, the City of Leander, Texas (hereinafter the "City") approves and agrees to conducting the election jointly with other political subdivisions in Williamson and Travis Counties in accordance with *Tex. Elec. Code, Chapter 271*; and

WHEREAS, the City is making provision to contract with the Williamson County Elections Administrator to conduct the City's election for Williamson County voters residing in the City and the Travis County Elections Administrator to conduct the election for Travis County voters residing in the City, pursuant to *Chapter 31, Tex. Elec. Code*, and *Chapter 791, Tex. Gov't Code* (the "Election Services Contracts");

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

Section 1. Special Election Ordered. The City Council of the City of Leander hereby orders a special election to be held on May 7, 2022, between the hours of 7:00 a.m. and 7:00 p.m. to submit to the qualified voters of the City a proposition allowing such voters to vote for or against a one percent (1%) increase in the general revenue sales and use tax rate, pursuant to Chapter 321, Texas Tax Code, and upon approval of the increase, the City's general revenue sales and use tax rate shall be equal to two percent (2%), provided that the increase shall be conditional upon a majority conditioned of qualified voters voting "No" on Proposition A and will go into effect after the Net Financial Obligation is paid, pursuant to applicable state law.

Section 2. Ballot and Proposition Language. The official ballots for said special election shall be prepared in accordance with the Texas Election Code so as to permit the electors to vote "YES" or "NO" as to the proposition, with the ballots to contain such provisions, markings, and language as required by law, and with such proposition to be expressed in a form substantially as follows:

City of Leander Proposition B
General Revenue Sales Tax

CONDITIONAL UPON A MAJORITY “NO” VOTE ON PROPOSITION A

The adoption of a local sales and use tax in the City of Leander at the rate of two percent (2%)

_____ YES

_____ NO

Section 3. Printed Materials. The official ballots, together with such other election materials as are required by the *Texas Election Code*, as amended, shall be printed in both the English and Spanish languages and shall contain such provisions, markings and language as required by law.

Section 4. Notice of Election. Notice of the election shall be given in the manner as provided in the *Texas Election Code* and the *City Charter*. The notice of election shall be posted on the bulletin board used for posting notice of meetings of the governing body at City Hall and at other locations required by state law not later than the twenty-first (21st) day before the election, and by publishing said notice of election at least one time, not earlier than thirty (30) days nor later than ten (10) days prior to said election, in English and Spanish in a newspaper of general circulation in the City. The Williamson County Elections Administrator and the Travis County Elections Administrator are authorized and shall give all notices for their respective jurisdictions required for the election.

Section 5. Conduct of Election. The Williamson County Elections Administrator and his/her employees and appointees, and the election judges, alternate judges and clerks properly appointed for the election, shall hold and conduct the election for that part of the City located in Williamson County pursuant to the Election Services Contract between the City of Leander and Williamson County. The Travis County Elections Administrator and his/her employees and appointees, and the election judges, alternate judges and clerks properly appointed for the election, shall hold and conduct the election for that part of the City located in Travis County pursuant to the Election Services Contract between the City of Leander and Travis County. The election shall be held and conducted in compliance with the City Charter, state law, and the respective Election Services Contracts.

Section 6. Joint Election. The City agrees to conduct a joint election with other political subdivisions within Williamson County and within Travis County, provided that such political subdivisions hold an election on May 7, 2022, in all or part of the same territory as the City (the “Political Subdivisions”). The joint election for Political Subdivisions will be conducted in accordance with state law, this ordinance, and the respective Election Services Contracts.

Section 7. Election Precincts and Election Day Polling Places.

- (a) The election precincts for the election shall be the election precincts established by Williamson County for the territorial boundaries of the City located in Williamson County, and the election precincts established for Travis County for the territorial boundaries of the City located in Travis County, provided that each shall contain and include geographic area that is within the City.
- (b) The polling place for each election precinct located in Williamson County shall be the polling place established by Williamson County. The polling place for each election precinct located

in Travis County shall be the polling place established by Travis County. The returns will be provided by precinct and the Williamson County Elections Administrator shall tabulate and provide the election returns for votes cast by Williamson County voters. The returns will be provided by precinct and the Travis County Elections Administrator shall tabulate and provide the election returns for votes cast by Travis County voters.

Section 8. Early Voting.

- (a) Early voting shall commence on Monday, April 25, 2022, and continue through Tuesday, May 3, 2022 and early voting polls shall remain open for the time specified by the *Texas Election Code* and the respective Elections Administrator.
- (b) The period to apply for a ballot by mail is January 1, 2022 through April 26, 2022. An application for ballot by mail (ABBM) must be received by the Early Voting Clerk no later than the close of business on April 26, 2022.
- (c) The period to apply for a federal postcard application (FPCA) is January 1, 2022 through April 26, 2022. An FPCA must be received by the Early Voting Clerk no later than the close of business on April 26, 2022.
- (d) Early Voting Conducted by the Williamson County Elections Administrator:
 - 1) Early voting, both by personal appearance and by mail will be conducted by the Williamson County Elections Administrator in accordance with the *Texas Election Code* for the qualified voters of the City residing in Williamson County. Christopher J. Davis is hereby designated and appointed as an Early Voting Clerk for the special election for qualified voters of the City residing in Williamson County.
 - 2) Applications for ballot by mail for qualified voters of the City residing in Williamson County shall be mailed to:
Christopher J. Davis
Williamson County Elections Administrator
Williamson County Elections Department
Mailing Address:
PO Box 209
Georgetown, TX 78627
Physical Address:
Williamson County Inner Loop Annex
Elections Department
301 SE Inner Loop Ste 104
Georgetown, TX 78626
Telephone Number: (512) 943-1630
Email Address: cjdavis@wilco.org
Website: <https://www.wilco.org/Departments/Elections>
 - 3) The main early voting location for qualified voters of the City residing in Williamson County is: Leander Public Library, 1101 S. Bagdad Rd., Leander, Texas 78641.
 - 4) Early voting for qualified voters of the City residing in Williamson County shall be held at the dates, times, and location authorized by the Williamson County Elections Administrator. Any early voting polling place may be added or changed by the Administrator upon compliance with applicable law.
- (e) Early Voting Conducted by the Travis County Elections Administrator:
 - 1) Early voting, both by personal appearance and by mail will be conducted by the Travis

County Elections Administrator in accordance with the *Texas Election Code* for the qualified voters of the City residing in Travis County. Rebecca Guerrero, Interim County Clerk, is hereby designated and appointed as an Early Voting Clerk for the special election for qualified voters of the City residing in Travis County.

- 2) Applications for ballot by mail for qualified voters of the City residing in Travis County shall be mailed to:

By mail:

Rebecca Guerrero, Interim County Clerk
Travis County Early Voting Clerk
PO Box 149325
Austin, Texas 78714-9325

By Contract Carriers/ Fedex:

Elections Division
Travis County Clerk
5501 Airport Blvd.
Austin, Texas 78751

Telephone: (512) 238-VOTE

Email: elections@traviscountytexas.gov

Website: <https://countyclerk.traviscountytexas.gov/departments/elections/>

- 3) The main early voting location for qualified voters of the City residing in Travis County is: Christ Episcopal Church, 3520 W Whitestone Blvd, Cedar Park, TX 78613.
- 4) Early voting for qualified voters of the City residing in Travis County shall be held at the dates, times, and location authorized by the Travis County Elections Administrator. Any early voting polling place may be added or changed by the Administrator upon compliance with applicable law.

Section 9. Election Judges and Clerks. The presiding judges, alternate presiding judges and clerks for the election shall be selected and appointed by Williamson County and Travis County, respectively, in compliance with the requirements of state law, and are hereby designated and appointed election officers for the holding of said election and such appointments are approved. The presiding judges, alternate presiding judges and clerks shall perform the functions and duties of their respective positions that are provided by state law.

Section 10. City Secretary Assistance. The City Secretary is hereby authorized and instructed to aide the Williamson and Travis County Elections Administrators in the acquisition and furnishing of all election supplies and materials necessary to conduct the election. The City Secretary is further authorized to assist with the giving of notices required for the election, and to take such other and further action as is required to conduct the election in compliance with the *Texas Election Code*; provided that, pursuant to the Election Services Contracts between the City and the Travis and Williamson County Elections Administrators, the Travis and Williamson County Elections Administrators shall have the duty and be responsible for organizing and conducting the election in compliance with the *Texas Election Code*; and for providing all services specified to be provided in the Election Services Contracts.

Section 11. Necessary Actions. The Mayor and the City Secretary of the City, in consultation with the City's Attorney, are hereby authorized and directed to take any and all actions necessary

to comply with the provisions of the Code and the Federal Voting Rights Act in carrying out and conducting the Election, whether or not expressly authorized herein, including but not limited to making changes or additions to polling places, ballot language, or procedures to the extent required or desirable or as may become necessary due to circumstances arising after the date of this Ordinance. The City Manager is further authorized to give notice of the election as provided in Section 451.607, Texas Election Code.

Section 12. General. The election shall be held and conducted by the Williamson and Travis County Elections Administrators in compliance with the *Tex. Elec. Code* and, to the extent not inconsistent therewith, the *City Charter*, and only resident qualified voters of the City shall be eligible to vote at the election. The Election Officers are hereby authorized and instructed to provide and furnish all necessary election supplies, materials, and equipment to conduct said election. Returns of the election shall be made known as soon as possible after the closing of the polls; and the election returns shall be canvassed by the City Council not earlier than May 10, 2022 nor later than May 18, 2022.

Section 13. Authorization to Execute. The Mayor is authorized to execute and the City Secretary is authorized to attest this Ordinance on behalf of the Council; and the Mayor is authorized to do all other things legal and necessary in connection with the holding and consummation of the Election.

Section 14. Effective Date; Election Code; Preamble. This ordinance shall be in full force and effect from and after its passage on the date shown below; provided that if any term or provision of this Ordinance conflicts with, or is inconsistent with, the Texas Elections Code, the Texas Election Code shall govern and control and the Williamson County Elections Administrator and the Travis County Elections Administrator shall comply with the Texas Elections Code. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes as part of the findings of Council.

Section 15. Severability. If any provision, section of this ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

Section 16. Open Meetings. It is 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 *Chapt. 551, Tex. Gov't. Code*.

PASSED, ADOPTED AND APPROVED on this the 3rd day of February, 2022.

Attest:

CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



EXECUTIVE SUMMARY
02/07/2022

AGENDA SUBJECT:

Approval of an Ordinance ordering and establishing procedures for the 2022 Special Election in the City of Leander on proposed City of Leander Home Rule Charter amendments; providing for notice of the election; providing election precinct and polling places; providing for early voting; providing an effective date and open meetings clause; providing for the City Manager to execute any and all necessary documents; and providing for related materials.

Aprobación de una Ordenanza que ordena y establece procedimientos para la Elección Especial de 2022 en la Ciudad de Leander sobre las enmiendas propuestas al Estatuto de Autonomía de la Ciudad de Leander; prever la notificación de la elección; proporcionar recintos electorales y lugares de votación; prever la votación anticipada; proporcionar una fecha de vigencia y una cláusula de reuniones abiertas; prever que el administrador de la ciudad ejecute todos y cada uno de los documentos necesarios; y proporcionar materiales relacionados.

BACKGROUND:

The City Council appointed the Charter Review Commission at the October 21, 2021, meeting with the task of reviewing the Home Rule Charter. At the January 6, 2022, meeting the Charter Review Commission's proposed recommendations were presented to the City Council and accepted at the January 20, 2022, meeting.

The attached Ordinance orders a Special Election for the City of Leander registered voters to consider the proposed thirteen (13) amendments to the Home Rule Charter.

PRESENTER:

Dara Crabtree, City Secretary

Attachments

1. Ordinance
2. Redline of Propositions

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, ORDERING A SPECIAL ELECTION TO BE HELD ON THE ADOPTION OF AMENDMENTS TO THE CITY CHARTER; PROVIDING FOR ELECTION PROCEDURES; AND PROVIDING FOR AN EFFECTIVE DATE; PROVIDING AND OPEN MEETINGS CLAUSE; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the Charter Review Commission of the City of Leander, Texas (the “City”) studied and reviewed the City Charter and made recommendations for the amendment of the City Charter; and

WHEREAS, the City Council desires to submit to the voters the charter amendments set forth herein; and

WHEREAS, the City Council finds it appropriate to substitute the words “Yes” and “No” on the ballot for “For” and “Against” because the City Charter provides for the use of the words “Yes” and “No” to indicate voter intent for Charter amendment measures; and

WHEREAS, the City of Leander lies within the boundaries of Williamson and Travis Counties; and

WHEREAS, the City of Leander, Texas (hereinafter the “City”) approves and agrees to conducting the election jointly with other political subdivisions in Williamson and Travis Counties in accordance with *Tex. Elec. Code, Chapter 271*; and

WHEREAS, the City is making provision to contract with the Williamson County Elections Administrator to conduct the City's election for Williamson County voters residing in the City and the Travis County Elections Administrator to conduct the election for Travis County voters residing in the City, pursuant to *Chapter 31, Tex. Elec. Code*, and *Chapter 791, Tex. Gov't Code* (the “Election Services Contracts”);

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

Section 1. Special Election Ordered. A special election is ordered to be held in the City on May 7, 2022, between the hours of 7:00 a.m. and 7:00 p.m., for the purpose of submitting to the qualified voters of the city propositions on whether the Charter of the City of Leander should be amended. The proposed amendments affect only the Articles and sections listed and submitted for amendment in Section 2 to read as set forth in Section 2 (with proposed new language being underlined, bolded, and italicized and language proposed to be removed is struck through).

Section 2. Ballot and Proposition Language. The official ballots for said special election shall be prepared in accordance with the Texas Election Code so as to permit the electors to vote “YES” or “NO” as to the proposition, with the ballots to contain such provisions, markings, language, and formatting as required by law, and with such proposition to be expressed in a form substantially as follows. The proposition is followed by the proposed amendment to the City Charter that would go into effect after approval of the proposition by a majority of the qualified voters voting in the special election and canvass of the special election by the City Council; provided that the proposed amendment language will not appear on the ballot.

CITY OF LEANDER PROPOSITION C
Term Limits

Shall Section 3.03 be added to the City Charter to establish the following term limits: (a) three three-year terms for mayor; (b) three three-year terms for council positions other than mayor; and (c) a combination of three three-year terms for council and three three-year terms for mayor, regardless of the order served; unless the person has been out of office for at least one full term?

_____ YES _____ NO

Section 3.03. Term Limits.

(a) Except as provided in subsection (c)

(1) No person shall be elected to the office of mayor for more than three consecutive terms;

(2) No person shall be elected to the city council in a position other than mayor for more than three consecutive terms; and

(3) No person shall be elected to a combination of more than three terms as mayor and more than three terms for a council position other than mayor that occur consecutively, regardless of order.

(b) For the purposes of this section only, “consecutive” or “consecutively” means terms that occur one after the other without the period of time described in subsection (c) passing between terms. Partially served terms count as a full term if the person was elected to the position. Terms of positions filled by appointment do not count towards term limits.

(c) After reaching term limits, a person can file for office no earlier than the filing period for the election that occurs after the person has been out of office for one full term.

(d) Term limits are effective for positions elected in the May 2022 general election and subsequent elections. Terms of office for positions elected before the May 2022 general election do not count towards term limits.

CITY OF LEANDER PROPOSITION D
Resign to Run

Shall Section 3.04 of the City Charter be amended to change the current provision that requires automatic resignation from Council any time that a council member announces candidacy for another office, to require automatic resignation only if there is more than one year and 30 days left on the council member's term at the time of the announcement?

_____ YES _____ NO

Section 3.04. Vacancies In Office.

(a) The office of mayor and councilmember shall become vacant upon the incumbent in that office announcing as a candidate for any other elective office **at any time when the unexpired term of the office then held exceeds one year and thirty days**, or the death, resignation, or removal from office of the incumbent. If a vacancy occurs for an unexpired term of twelve months or less and there are no other places on the council that have been filled by appointment at the time the vacancy occurs, the vacancy shall be filled by appointment by the city council after holding a public hearing, notice of which is given by publication in a newspaper of general circulation in the city and posted on the city's website at least fourteen days before the public hearing. The person appointed to fill the vacancy serves until the earlier to occur of: (1) the appointee vacating the place; (2) the next regular election; or (3) the next special election to fill one or more vacancies on council. In the event that one or more places become vacant when there exists on the council a place filled by appointment, the place filled by appointment shall become vacant, and a special election shall be ordered to fill the vacancies in accordance with Section 3.04(b).

CITY OF LEANDER PROPOSITION E
Term of Office

Shall Section 5.12 of the City Charter be amended to provide that the City Council members elected by majority vote take office on the Tuesday following the canvass of the election and do not wait for a run-off election to be concluded to take office, and that a Council member elected by majority vote in a run-off election takes office on the first Tuesday following the canvass of the run-off election?

_____ YES _____ NO

Section 5.12. Term of Office.

The mayor and each councilmember shall serve until his or her successor is elected or appointed and qualified to serve. The regular term of office of the mayor and the councilmembers shall commence on the first Tuesday following the canvass of the election at which they receive a

majority vote, ~~;~~ ~~provided that, if a run-off election is required for any office in that election all members of the council elected in that election shall take office on the later of the twenty fourth (24th) day after the general election or the day on which the votes for the run-off election are canvassed.~~ **A member of the council elected by majority vote in a run-off election shall take office on the first Tuesday following the day on which the votes for the run-off election are canvassed.** The term of a mayor or councilmember elected at a special election shall commence on the first Tuesday after the canvass of votes for the election at which they receive a majority of the votes cast for the office.

CITY OF LEANDER PROPOSITION F

City Manager

Shall Section 7.01 of the City Charter be amended to provide a procedure for suspension and removal of the City Manager, which includes notice of the reason for suspension and removal and an opportunity for a hearing, that occurs after the City Council asks the City Manager to resign and the City Manager declines to resign?

_____ YES _____ NO

Section 7.01. City Manager.

(a) The council shall appoint and may remove the city manager, **subject to the procedure set forth in subsection (b) below,** upon the affirmative vote of four members of the council, and shall supervise the city manager by majority vote. The city manager shall be chosen and compensated solely on the basis of his or her experience, education, training, ability and performance, and need not when appointed be a resident of the City; provided that, during his or her tenure of office the city manager shall reside within the City. The city manager may be bonded at city expense as determined by the council, and may require a bond be provided at city expense by any other employee. No member of the council shall, during the term of office for which he or she is elected or for one (1) year thereafter, be appointed city manager.

(b) In the event the council requests the city manager resign and the city manager declines to resign, the council may suspend the city manager by resolution approved by affirmative vote of four members of the council. Such resolution shall set forth the reasons for suspension and proposed removal. A copy of such resolution shall be served immediately upon the city manager. The city manager shall have fifteen days in which to reply thereto in writing, and upon request, shall be afforded a hearing, which shall occur not earlier than ten days nor later than fifteen days after such hearing is requested. After the hearing, if one is requested, and after full consideration, the council by affirmative vote of four members of the council may adopt a final resolution of removal. The city manager shall continue to receive full compensation until the effective date of a final resolution of removal.

(c) The city manager shall be the chief executive and administrative officer of the city and shall be responsible to the council for the proper administration of all the affairs and business of the city. The city manager shall be required to:

CITY OF LEANDER PROPOSITION G
Department Director Appointments

Shall Sections 7.04 and 10.07 of the City Charter be amended to remove the requirement that the City Manager's appointment of department directors be approved by the City Council?

_____ YES _____ NO

Section 7.04. Department Directors.

At the head of each department there shall be a director who shall be appointed by the city manager ~~with the approval of the council~~. Department heads may be removed by the city manager without council approval. Such directors shall supervise and control their respective departments, may serve as the head of any division within their department, and may, with the city manager's approval, appoint and remove all employees of their respective department. More than one department may be headed by the same person, the city manager may head one (1) or more such departments, and a provision in this charter for the appointment of a department head does not require the department to be created or maintained.

Section 10.07. Planning and Development Departments.

The city council may create by ordinance such department or departments as necessary to provide technical and administrative support in the areas of planning, growth management and land development, or assign such duties to any other department or officer of the city. The director(s) of such department(s) shall be appointed by the city manager ~~with the approval of the council~~.

CITY OF LEANDER PROPOSITION H
Police Department Employee Evaluations

Shall Section 7.06 of the City Charter be amended to provide that, instead of police department employee evaluations being reviewed, modified, and revised by the City Manager and submitted to the City Council for review, evaluations shall instead be subject to review only by the City Manager?

_____ YES _____ NO

Section 7.06. Police Department.

There shall be a police department to preserve order and protect the residents and property. The chief of police shall be responsible for the administration of the police department and shall annually evaluate the department and all its employees. ~~All such evaluations shall be submitted to the city manager who shall review, modify and revise and submit the same to the council for its review.~~ All such evaluations and actions shall be subject to review by the city manager.

CITY OF LEANDER PROPOSITION I
Fire Department Employee Evaluations

Shall Section 7.07 of the City Charter be amended to remove language that fire department evaluations are subject to modification by the City Manager?

_____ YES _____ NO

Section 7.07. Fire Department.

The council may establish a city fire department consisting of a fire chief and/or other salaried personnel. The fire chief shall be responsible for the management and administration of the fire department, including all contracts, functions, equipment and property. The fire chief shall supervise and annually evaluate the department and all its employees. All such evaluations and actions shall be subject to review and modification by the city manager.

A volunteer fire department is authorized. The authority of and relationship between the volunteer fire department and the city shall, subject to the above paragraph, be established by contract or ordinance. The chief and/or president of the volunteer fire department will participate with the city's fire chief and/or the city manager in the annual evaluation of the relationship and any contract between the volunteer fire department and the city. The working relationship between the volunteer fire department and the city shall be coordinated by the city's fire chief and/or the city manager with approval of the council.

CITY OF LEANDER PROPOSITION J
Mayor Pro Tem Appointment

Shall Section 4.02 of the City Charter be amended to clarify that the appointment of the Mayor Pro Tem occurs at the first regular meeting following the canvass of the general election and any runoff election associated with that general election?

_____ YES _____ NO

Section 4.02. Mayor Pro Tem.

At its first regular meeting after the canvass of the general election and any runoff election associated with the general election, or a vacancy in the office of Mayor Pro Tem, the council shall elect one of its members to be mayor pro-tem for a one (1) year term, or to fill the unexpired term resulting from the vacancy. Nominations for mayor pro tem shall require a second and the mayor pro tem shall be the councilmember who receives a majority of the votes cast but not less

than four votes. In the absence of the mayor, the mayor pro tem shall perform the duties of the office of the mayor and in such capacity shall be vested with all powers conferred on such office. In the event of the failure, inability, or refusal of the mayor to act in respect to any matter or duty, the mayor pro tem shall act. In the event the office of mayor becomes vacant, the mayor pro-tem shall serve as mayor until an election is held to elect a mayor to serve the unexpired term.

CITY OF LEANDER PROPOSITION K Planning Commission Appointments

Shall Sections 4.03 and 10.04 of the City Charter be amended to provide that each council member appoints a member to the planning commission without requiring a majority vote of council or a recommendation from the board selection committee, except that if the council position that appoints a planning commission position is vacant, the appointment shall be made by majority vote of council?

_____ YES

_____ NO

Section 10.04. Planning Commission.

There shall be a seven (7) member planning commission. The members must be qualified voters that have resided within the city for one year next preceding their appointment. A minimum of two-thirds of the members shall be citizens not directly or indirectly connected with real estate and land development. The members shall be appointed to staggered terms of office in a manner to result in the terms of office that expire in October of any year being equal to the number of members of the city council scheduled to be elected in that year. **The members of the council elected at a general election and any associated runoff election shall each be entitled to appoint one person to a place on the commission, when the term of office for that position expires following the general election. All nominees shall be subject to council approval by majority vote, and the** ~~The~~ term of the commissioners shall be the same number of years as that of the members of the council. The planning commission shall elect a chairperson from among its membership and shall meet not less than once each month. Vacancies in an unexpired term shall be filled by the ~~appointing~~ council ~~place~~ for the remainder of the term. **If the council position that appoints a commission place is vacant at the time of a required appointment, the commission place shall be filled by majority vote of council.**

Section 4.03. The City Council.

(f) Provide for boards and commissions required in this charter and as deemed necessary by the council, and appoint all such boards and commissions after receiving a recommendation from the board selection committee, **except for planning commission members, who shall be appointed in accordance with section 10.04.**

CITY OF LEANDER PROPOSITION L
Selection of Auditor

Shall Section 8.13 of the City Charter be amended to change the maximum period of time the City may contract with the independent auditor from three consecutive years to five consecutive years?

_____ YES _____ NO

Section 8.13. Independent Audit.

(c) The council shall not select the same auditor for more than five (5) ~~three (3)~~ consecutive years and the auditor selected shall not be, or have been within the immediate preceding five (5) ~~three (3)~~ years, a business associate of the certified public accountant or firm that performed the audit prior to such selection.” [sic]

CITY OF LEANDER PROPOSITION M
Mayoral Duties

Shall Section 4.01 of the City Charter be amended to remove the following duties from the office of Mayor: (a) recommendation of appointees for boards and commissions; (b) submission of a recommended budget to council; and (c) taking command of the police in time of a declared emergency?

_____ YES _____ NO

Section 4.01. Mayor.

The mayor shall serve as the ceremonial head of the city government, preside at all meetings of the council and provide the leadership necessary to ensure good government. He or she shall work closely with the council to obtain legislation in the public interest and with the city manager to ensure that the same is enforced, and participate in the discussion and vote on all legislative and other matters coming before the council. The mayor shall have signatory authority for all legal contracts and commitments of the city; sign all ordinances and resolutions; ~~recommend appointees for the boards and commissions;~~ work and coordinate with the city manager and the council; ~~submit his or her recommended budget to the council;~~ review and make recommendations on all proposed budget amendments; approve agendas for council meetings; and, in time of declared emergency, may ~~take command of the police and~~ govern the city by proclamation, maintain order and enforce all laws. The mayor shall have such additional powers as are granted to the office by this charter, state law, or ordinance.

CITY OF LEANDER PROPOSITION N
Public Records

Shall Section 13.06 of the City Charter be amended to remove the requirement that all applications for public records be stamped with a city seal and a copy of the application be provided to the applicant?

_____ YES _____ NO

Section 13.06. Public Records.

All public records of every office, department, or agency of the City shall be open to inspection by the public at all reasonable times, provided that records closed to the public by State law shall not be considered public records for the purpose of this section. During normal office hours, any person shall have the right to examine any such public records belonging to the City and shall have the right to make copies thereof under such reasonable rules and regulations as may be prescribed by the City Council or by this Charter. ~~All written applications for public records shall be stamped with a city seal and a copy of the application shall be provided to the applicant.~~

CITY OF LEANDER PROPOSITION O
Charter Review Commission Term

Shall Section 13.08 of the City Charter be amended to remove the provision that states that the Charter Review Commission serves a six-month term?

_____ YES _____ NO

Section 13.08. Charter Review.

The council may at any time appoint a charter review commission, consisting of seven (7) qualified voters of the city. The council shall appoint a charter review commission not less often than every fifth year. ~~The term of each charter review commission shall be six (6) months and such commission~~ The charter review commission shall review, hold hearings upon, and make recommendations for the amendment, if any, of this charter. Any resulting charter elections shall be noticed and held in compliance with state law; provided that the council may call the election for any permitted election date, or the earlier to occur of the date of the next general state or general city election.

Section 3. Printed Materials. The official ballots, together with such other election materials as are required by the *Texas Election Code*, as amended, shall be printed in both the English and Spanish languages and shall contain such provisions, markings and language as required by law.

Section 4. Notice of Election. Notice of the election shall be given in the manner as provided in the *Texas Election Code*, *Chapter 9, Texas Local Government Code*, and the *City Charter*. The notice of election shall be posted on the bulletin board used for posting notice of meetings of the governing body at City Hall and at other locations required by state law not later than the twenty-first (21st) day before the election, and by publishing said notice of election at least twice on the same day in each of two successive weeks in English and Spanish in a newspaper of general circulation, with the first such publication occurring before the fourteenth (14th) day before the date of the election and not earlier than thirty (30) days nor later than ten (10) days prior to said election. The Williamson County Elections Administrator and the Travis County Elections Administrator are authorized and shall give all notices for their respective jurisdictions required for the election.

Section 5. Conduct of Election. The Williamson County Elections Administrator and his/her employees and appointees, and the election judges, alternate judges and clerks properly appointed for the election, shall hold and conduct the election for that part of the City located in Williamson County pursuant to the Election Services Contract between the City of Leander and Williamson County. The Travis County Elections Administrator and his/her employees and appointees, and the election judges, alternate judges and clerks properly appointed for the election, shall hold and conduct the election for that part of the City located in Travis County pursuant to the Election Services Contract between the City of Leander and Travis County. The election shall be held and conducted in compliance with the City Charter, state law, and the respective Election Services Contracts.

Section 6. Joint Election. The City agrees to conduct a joint election with other political subdivisions within Williamson County and within Travis County, provided that such political subdivisions hold an election on May 7, 2022, in all or part of the same territory as the City (the "Political Subdivisions"). The joint election for Political Subdivisions will be conducted in accordance with state law, this ordinance, and the respective Election Services Contracts.

Section 7. Election Precincts and Election Day Polling Places.

- (a) The election precincts for the election shall be the election precincts established by Williamson County for the territorial boundaries of the City located in Williamson County, and the election precincts established for Travis County the territorial boundaries of the City located in Travis County, provided that each shall contain and include geographic area that is within the City.
- (b) The polling place for each election precinct located in Williamson County shall be the polling place established by Williamson County. The polling place for each election precinct located in Travis County shall be the polling place established by Travis County. The returns will be provided by precinct and the Williamson County Elections Administrator shall tabulate and provide the election returns for votes cast by Williamson County voters. The returns will be provided by precinct and the Travis County Elections Administrator shall tabulate and provide the election returns for votes cast by Travis County voters.

Section 8. Early Voting.

- (a) Early voting shall commence on Monday, April 25, 2022, and continue through Tuesday, May 3, 2022 and early voting polls shall remain open for the time specified by the *Texas Election Code* and the respective Elections Administrator.

(b) The period to apply for a ballot by mail is January 1, 2022 through April 26, 2022. An application for ballot by mail (ABBM) must be received by the Early Voting Clerk no later than the close of business on April 26, 2022.

(c) The period to apply for a federal postcard application (FPCA) is January 1, 2022 through April 26, 2022. An FPCA must be received by the Early Voting Clerk no later than the close of business on April 26, 2022.

(d) Early Voting Conducted by the Williamson County Elections Administrator:

- 1) Early voting, both by personal appearance and by mail will be conducted by the Williamson County Elections Administrator in accordance with the *Texas Election Code* for the qualified voters of the City residing in Williamson County. Christopher J. Davis is hereby designated and appointed as an Early Voting Clerk for the special election for qualified voters of the City residing in Williamson County.
- 2) Applications for ballot by mail for qualified voters of the City residing in Williamson County shall be mailed to:

Christopher J. Davis
Williamson County Elections Administrator
Williamson County Elections Department

Mailing Address:

PO Box 209
Georgetown, TX 78627

Physical Address:

Williamson County Inner Loop Annex
Elections Department
301 SE Inner Loop Ste 104
Georgetown, TX 78626

Telephone Number: (512) 943-1630

Email Address: cjdavis@wilco.org

Website: <https://www.wilco.org/Departments/Elections>

3) The main early voting location for qualified voters of the City residing in Williamson County is: Leander Public Library, 1101 S. Bagdad Rd., Leander, Texas 78641.

4) Early voting for qualified voters of the City residing in Williamson County shall be held at the dates, times, and location authorized by the Williamson County Elections Administrator. Any early voting polling place may be added or changed by the Administrator upon compliance with applicable law.

(e) Early Voting Conducted by the Travis County Elections Administrator:

1) Early voting, both by personal appearance and by mail will be conducted by the Travis County Elections Administrator in accordance with the *Texas Election Code* for the qualified voters of the City residing in Travis County. Rebecca Guerrero, Interim County Clerk, is hereby designated and appointed as an Early Voting Clerk for the special election for qualified voters of the City residing in Travis County.

2) Applications for ballot by mail for qualified voters of the City residing in Travis County shall be mailed to:

By mail:

Rebecca Guerrero, Interim County Clerk
Travis County Early Voting Clerk

PO Box 149325
Austin, Texas 78714-9325
By Contract Carriers/ Fedex:
Elections Division
Travis County Clerk
5501 Airport Blvd.
Austin, Texas 78751
Telephone: (512) 238-VOTE
Email: elections@traviscountytexas.gov
Website: <https://countyclerk.traviscountytexas.gov/departments/elections/>

- 3) The main early voting location for qualified voters of the City residing in Travis County is: Christ Episcopal Church, 3520 W Whitestone Blvd, Cedar Park, TX 78613.
- 4) Early voting for qualified voters of the City residing in Travis County shall be held at the dates, times, and location authorized by the Travis County Elections Administrator. Any early voting polling place may be added or changed by the Administrator upon compliance with applicable law.

Section 9. Election Judges and Clerks. The presiding judges, alternate presiding judges and clerks for the election shall be selected and appointed by Williamson County and Travis County, respectively, in compliance with the requirements of state law, and are hereby designated and appointed election officers for the holding of said election and such appointments are approved. The presiding judges, alternate presiding judges and clerks shall perform the functions and duties of their respective positions that are provided by state law.

Section 10. City Secretary Assistance. The City Secretary is hereby authorized and instructed to aide the Williamson and Travis County Elections Administrators in the acquisition and furnishing of all election supplies and materials necessary to conduct the election. The City Secretary is further authorized to assist with the giving of notices required for the election, and to take such other and further action as is required to conduct the election in compliance with the *Texas Election Code* and *Chapter 9, Texas Local Government Code*; provided that, pursuant to the Election Services Contracts between the City and the Travis and Williamson County Elections Administrators, the Travis and Williamson County Elections Administrators shall have the duty and be responsible for organizing and conducting the election in compliance with the *Texas Election Code*; and for providing all services specified to be provided in the Election Services Contracts.

Section 11. Necessary Actions. The Mayor and the City Secretary of the City, in consultation with the City's Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Code and the Federal Voting Rights Act in carrying out and conducting the Election, whether or not expressly authorized herein, including but not limited to making changes or additions to polling places, ballot language, or procedures to the extent required or desirable or as may become necessary due to circumstances arising after the date of this Ordinance. The City Manager is further authorized to give notice of the election as provided in Section 451.607, Texas Election Code.

Section 12. General. The general election shall be held and conducted by the Williamson and Travis County Elections Administrators in compliance with the *Tex. Elec. Code, Chapter 9, Texas Local Government Code*, and, to the extent not inconsistent therewith, the *City Charter*, and only resident qualified voters of the City shall be eligible to vote at the election. The Election Officers are hereby authorized and instructed to provide and furnish all necessary election supplies, materials, and equipment to conduct said election. Returns of the election shall be made known as soon as possible after the closing of the polls; and the election returns shall be canvassed by the City Council not earlier than May 10, 2022 nor later than May 18, 2022.

Section 13. Authorization to Execute. The Mayor is authorized to execute and the City Secretary is authorized to attest this Ordinance on behalf of the Council; and the Mayor is authorized to do all other things legal and necessary in connection with the holding and consummation of the Election.

Section 14. Effective Date; Election Code; Preamble. This ordinance shall be in full force and effect from and after its passage on the date shown below; provided that if any term or provision of this Ordinance conflicts with, or is inconsistent with, the Texas Elections Code, the Texas Election Code shall govern and control and the Williamson County Elections Administrator and the Travis County Elections Administrator shall comply with the Texas Elections Code. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes as part of the findings of Council.

Section 15. Severability. If any provision, section of this ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

Section 16. Open Meetings. It is 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 *Chapt. 551, Tex. Gov't. Code*.

PASSED, ADOPTED AND APPROVED on this the 3rd day of February, 2022.

CITY OF LEANDER, TEXAS

Christine DeLisle, Mayor

Attest:

Dara Crabtree, City Secretary

CITY OF LEANDER PROPOSITION ____

Term Limits

Shall Section 3.03 be added to the City Charter to establish the following term limits: (a) ~~two~~three three-year terms for mayor; (b) ~~two~~three three-year terms for council positions other than mayor; and (c) a combination of ~~two~~three three-year terms for council and ~~two~~three three-year terms for mayor, regardless of the order served; unless the person has been out of office for at least one full term?

____ YES ____ NO

Section 3.03. Term Limits.

(a) Except as provided in subsection (c)

(1) No person shall be elected to the office of mayor for more than ~~two~~three consecutive terms;

(2) No person shall be elected to the city council in a position other than mayor for more than ~~two~~three consecutive terms; and

(3) No person shall be elected to a combination of more than ~~two~~three terms as mayor and more than ~~two~~three terms for a council position other than mayor that occur consecutively, regardless of order.

(b) For the purposes of this section only, “consecutive” or “consecutively” means terms that occur one after the other without the period of time described in subsection (c) passing between terms. Partially served terms count as a full term if the person was elected to the position. Terms of positions filled by appointment do not count towards term limits.

(c) After reaching term limits, a person can file for office no earlier than the filing period for the for the election that occurs after the person has been out of office for one full term.

(d) Term limits are effective for positions elected in the May 2022 general election and subsequent elections. Terms of office for positions elected before the May 2022 general election do not count towards term limits.

CITY OF LEANDER PROPOSITION ____

Resign to Run

Shall Section 3.04 of the City Charter be amended to change the current provision that requires automatic resignation from Council any time that a council member announces candidacy for

another office, to require automatic resignation only if there is more than ~~one~~ year and 30 days left on the council member's term at the time of the announcement?

_____ YES _____ NO

Section 3.04. Vacancies In Office.

(a) The office of mayor and councilmember shall become vacant upon the incumbent in that office announcing as a candidate for any other elective office at any time when the unexpired term of the office then held exceeds one year and thirty days, or the death, resignation, or removal from office of the incumbent. If a vacancy occurs for an unexpired term of twelve months or less and there are no other places on the council that have been filled by appointment at the time the vacancy occurs, the vacancy shall be filled by appointment by the city council after holding a public hearing, notice of which is given by publication in a newspaper of general circulation in the city and posted on the city's website at least fourteen days before the public hearing. The person appointed to fill the vacancy serves until the earlier to occur of: (1) the appointee vacating the place; (2) the next regular election; or (3) the next special election to fill one or more vacancies on council. In the event that one or more places become vacant when there exists on the council a place filled by appointment, the place filled by appointment shall become vacant, and a special election shall be ordered to fill the vacancies in accordance with Section 3.04(b).

CITY OF LEANDER PROPOSITION _____
Term of Office

Shall Section 5.12 of the City Charter be amended to provide that the City Council members elected by majority vote take office on the Tuesday following the canvass of the election ~~after elected~~ and do not wait for a run-off election to be concluded to ~~be seated~~ take office, and that a Council ~~members~~ member elected by majority vote in a run-off election ~~take~~ takes office on the first Tuesday following the canvass of the run-off election?

_____ YES _____ NO

Section 5.12. Term of Office.

The mayor and each councilmember shall serve until his or her successor is elected or appointed and qualified to serve. The regular term of office of the mayor and the councilmembers shall commence on the first Tuesday following the canvass of the election at which they receive a majority vote, ~~provided that, if a run-off election is required for any office in that election all members of the council elected in that election shall take office on the later of the twenty-fourth (24th) day after the general election or the day on which the votes for the run-off election are canvassed.~~ A member of the council elected by majority vote in a run-off election shall take office on the first Tuesday following the day on which the votes for the run-off election are canvassed. The term of a mayor or councilmember elected at a special election shall commence on the first Tuesday after the canvass of votes for the election at which they receive a majority of the votes cast for the office.

Formatted: Font color: Black

CITY OF LEANDER PROPOSITION ____
City Manager

Shall Section 7.01 of the City Charter be amended to provide a procedure for suspension and removal of the City Manager, which includes notice of the reason for suspension and removal and an opportunity for a hearing, that occurs after the ~~the~~ City Council asks the City Manager to resign and the City Manager declines to resign?

____ YES ____ NO

Section 7.01. City Manager.

(a) The council shall appoint and may remove the city manager, **subject to the procedure set forth in subsection (b) below,** upon the affirmative vote of four members of the council, and shall supervise the city manager by majority vote. The city manager shall be chosen and compensated solely on the basis of his or her experience, education, training, ability and performance, and need not when appointed be a resident of the City; provided that, during his or her tenure of office the city manager shall reside within the City. The city manager may be bonded at city expense as determined by the council, and may require a bond be provided at city expense by any other employee. No member of the council shall, during the term of office for which he or she is elected or for one (1) year thereafter, be appointed city manager.

(b) In the event the council requests the city manager resign and the city manager declines to resign, the council may suspend the city manager by resolution approved by affirmative vote of four members of the council. Such resolution shall set forth the reasons for suspension and proposed removal. A copy of such resolution shall be served immediately upon the city manager. The city manager shall have fifteen days in which to reply thereto in writing, and upon request, shall be afforded a hearing, which shall occur not earlier than ten days nor later than fifteen days after such hearing is requested. After the hearing, if one is requested, and after full consideration, the council by affirmative vote of four members of the council may adopt a final resolution of removal. The city manager shall continue to receive full compensation until the effective date of a final resolution of removal.

(c) The city manager shall be the chief executive and administrative officer of the city and shall be responsible to the council for the proper administration of all the affairs and business of the city. The city manager shall be required to:

Formatted: Centered, Space Before: 0 pt, After: 0 pt

CITY OF LEANDER PROPOSITION ____
Department Director Appointments

Shall Sections 7.04 and 10.07 of the City Charter be amended to remove the requirement that the City Manager's appointment of department directors be approved by the City Council?

_____ YES _____ NO

Section 7.04. Department Directors.

At the head of each department there shall be a director who shall be appointed by the city manager ~~with the approval of the council~~. Department heads may be removed by the city manager without council approval. Such directors shall supervise and control their respective departments, may serve as the head of any division within their department, and may, with the city manager's approval, appoint and remove all employees of their respective department. More than one department may be headed by the same person, the city manager may head one (1) or more such departments, and a provision in this charter for the appointment of a department head does not require the department to be created or maintained.

Section 10.07. Planning and Development Departments.

The city council may create by ordinance such department or departments as necessary to provide technical and administrative support in the areas of planning, growth management and land development, or assign such duties to any other department or officer of the city. The director(s) of such department(s) shall be appointed by the city manager ~~with the approval of the council~~.

CITY OF LEANDER PROPOSITION _____
Police Department Employee Evaluations

▲ Shall Section 7.06 of the City Charter be amended to provide that, instead of police department employee evaluations being reviewed, modified, and revised by the City Manager and submitted to the City Council for review, evaluations shall instead be subject to review ~~and~~ modification only by the City Manager?

_____ YES _____ NO

Section 7.06. Police Department.

There shall be a police department to preserve order and protect the residents and property. The chief of police shall be responsible for the administration of the police department and shall annually evaluate the department and all its employees. ~~All such evaluations shall be submitted to the city manager who shall review, modify and revise and submit the same to the council for its review. All such evaluations and actions shall be subject to review and modification by the city manager.~~

~~The following is a new proposed proposition:~~

CITY OF LEANDER PROPOSITION _____
Fire Department Employee Evaluations

Formatted: Font color: Black

Formatted: Font color: Black

Formatted: Font color: Black

Formatted: Font color: Black

Formatted: Font color: Auto

Shall Section 7.07 of the City Charter be amended to remove language that fire department evaluations are subject to modification by the City Manager?

Formatted: Font color: Black

_____ YES _____ NO

Section 7.07. Fire Department.

The council may establish a city fire department consisting of a fire chief and/or other salaried personnel. The fire chief shall be responsible for the management and administration of the fire department, including all contracts, functions, equipment and property. The fire chief shall supervise and annually evaluate the department and all its employees. All such evaluations and actions shall be subject to review and modification by the city manager.

A volunteer fire department is authorized. The authority of and relationship between the volunteer fire department and the city shall, subject to the above paragraph, be established by contract or ordinance. The chief and/or president of the volunteer fire department will participate with the city's fire chief and/or the city manager in the annual evaluation of the relationship and any contract between the volunteer fire department and the city. The working relationship between the volunteer fire department and the city shall be coordinated by the city's fire chief and/or the city manager with approval of the council.

CITY OF LEANDER PROPOSITION _____
Mayor Pro Tem Appointment

Shall Section 4.02 of the City Charter be amended to clarify that the appointment of the Mayor Pro Tem occurs at the first regular meeting following the canvass of the general election and any runoff election associated with that general election?

_____ YES _____ NO

Section 4.02. Mayor Pro Tem.

At its first regular meeting after the canvass of the general election and any runoff election associated with the general election, or a vacancy in the office of Mayor Pro Tem, the council shall elect one of its members to be mayor pro-tem for a one (1) year term, or to fill the unexpired term resulting from the vacancy. Nominations for mayor pro tem shall require a second and the mayor pro tem shall be the councilmember who receives a majority of the votes cast but not less than four votes. In the absence of the mayor, the mayor pro tem shall perform the duties of the office of the mayor and in such capacity shall be vested with all powers conferred on such office. In the event of the failure, inability, or refusal of the mayor to act in respect to any matter or duty, the mayor pro tem shall act. In the event the office of mayor becomes vacant, the mayor pro-tem shall serve as mayor until an election is held to elect a mayor to serve the unexpired term.

CITY OF LEANDER PROPOSITION ____
Planning Commission Appointments

Shall Sections 4.03 and 10.04 of the City Charter be amended to provide that each council member appoints a member to the planning commission without requiring a majority vote of council or a recommendation from the board selection committee, except that if the council position that appoints a planning commission position is vacant, the appointment shall be made by majority vote of council?

____ YES ____ NO

Section 10.04. Planning Commission.

There shall be a seven (7) member planning commission. The members must be qualified voters that have resided within the city for one year next preceding their appointment. A minimum of two-thirds of the members shall be citizens not directly or indirectly connected with real estate and land development. The members shall be appointed to staggered terms of office in a manner to result in the terms of office that expire in October of any year being equal to the number of members of the city council scheduled to be elected in that year. **The members of the council elected at a general election and any associated runoff election shall each be entitled to appoint one person to a place on the commission, when the term of office for that position expires following the general election. All nominees shall be subject to council approval by majority vote, and the** ~~The~~ term of the commissioners shall be the same number of years as that of the members of the council. The planning commission shall elect a chairperson from among its membership and shall meet not less than once each month. Vacancies in an unexpired term shall be filled by the **appointing** council **place** for the remainder of the term. **If the council position that appoints a commission place is vacant at the time of a required appointment, the commission place shall be filled by majority vote of council.**

Formatted: Font color: Black

Formatted: Font color: Auto

Formatted: Font color: Red

Section 4.03. The City Council.

(f) Provide for boards and commissions required in this charter and as deemed necessary by the council, and appoint all such boards and commissions after receiving a recommendation from the board selection committee, **except for planning commission members, who shall be appointed in accordance with section 10.04.**

Formatted: Font color: Black

Formatted: Font color: Auto

CITY OF LEANDER PROPOSITION ____
Selection of Auditor

Shall Section 8.13 of the City Charter be amended to change the maximum period of time the City may contract with the independent auditor from three consecutive years to five consecutive years?

_____ YES _____ NO

Section 8.13. Independent Audit.

(c) The council shall not select the same auditor for more than five (5) ~~three (3)~~ consecutive years and the auditor selected shall not be, or have been within the immediate preceding five (5) ~~three (3)~~ years, a business associate of the certified public accountant or firm that performed the audit prior to such selection.” [sic]

CITY OF LEANDER PROPOSITION _____
PROPOSITION _____
Mayoral Duties

Shall Section 4.01 of the City Charter be amended to remove the following duties from the office of Mayor: (a) recommendation of appointees for boards and commissions; (b) submission of a recommended budget to council; and (c) taking command of the police in time of a declared emergency?

_____ YES _____ NO

Section 4.01. Mayor.

The mayor shall serve as the ceremonial head of the city government, preside at all meetings of the council and provide the leadership necessary to ensure good government. He or she shall work closely with the council to obtain legislation in the public interest and with the city manager to ensure that the same is enforced, and participate in the discussion and vote on all legislative and other matters coming before the council. The mayor shall have signatory authority for all legal contracts and commitments of the city; sign all ordinances and resolutions; ~~recommend appointees for the boards and commissions;~~ work and coordinate with the city manager and the council; ~~submit his or her recommended budget to the council;~~ review and make recommendations on all proposed budget amendments; approve agendas for council meetings; and, in time of declared emergency, may ~~take command of the police and~~ govern the city by proclamation, maintain order and enforce all laws. The mayor shall have such additional powers as are granted to the office by this charter, state law, or ordinance.

CITY OF LEANDER PROPOSITION _____
Public Records

Shall Section 13.06 of the City Charter be amended to remove the requirement that all applications for public records be stamped with a city seal and a copy of the application be provided to the applicant?

_____ YES _____ NO

Section 13.06. Public Records.

All public records of every office, department, or agency of the City shall be open to inspection by the public at all reasonable times, provided that records closed to the public by State law shall not be considered public records for the purpose of this section. During normal office hours, any person shall have the right to examine any such public records belonging to the City and shall have the right to make copies thereof under such reasonable rules and regulations as may be prescribed by the City Council or by this Charter. ~~***All written applications for public records shall be stamped with a city seal and a copy of the application shall be provided to the applicant.***~~

CITY OF LEANDER PROPOSITION _____
Charter Review Commission Term

Shall Section 13.08 of the City Charter be amended to remove the provision that states that the Charter Review Commission serves a six-month term?

_____ YES _____ NO

Section 13.08. Charter Review.

The council may at any time appoint a charter review commission, consisting of seven (7) qualified voters of the city. The council shall appoint a charter review commission not less often than every fifth year. ~~***The term of each charter review commission shall be six (6) months and such commission***~~ ***The charter review commission*** shall review, hold hearings upon, and make recommendations for the amendment, if any, of this charter. Any resulting charter elections shall be noticed and held in compliance with state law; provided that the council may call the election for any permitted election date, or the earlier to occur of the date of the next general state or general city election.



EXECUTIVE SUMMARY
02/07/2022

AGENDA SUBJECT:

Approval of the City Manager's appointment of Christy Davis as Human Resources Director.

BACKGROUND:

Ms. Davis has been acting as the Interim Human Resources Director since January, 2022 due to the upcoming retirement of the current Human Resources Director, Cindy Hignite, at the end of February.

Ms. Davis has twenty-five (25) years of extensive Human Resources experience with various State of Texas agencies and three (3) years with the City of Leander as the Program Manager.

Section 7.04 of the City Charter provides for the director of each department to be appointed by the City Manager with the approval of the City Council.

RECOMMENDATION:

Approval of the City Manager's appointment.

PRESENTER:

Rick Beverlin, City Manager

Attachments

1. Christy Davis Resume
2. Christy Davis Bio
3. Charter Section 7.04 Department Directors

CHRISTY DAVIS, PHR, SHRM-CP

CAPABILITIES PROFILE

- | | | |
|---------------------------------|-------------------------------|--------------------------|
| ❖ Supervisory/Team Lead | ❖ Recruiting Life Cycle | ❖ Benefits/Special Leave |
| ❖ Employment Law | ❖ Project Management | ❖ Safety/Risk Management |
| ❖ Training/Coaching | ❖ Classification/Compensation | ❖ Workers' Compensation |
| ❖ Diversity, Equity & Inclusion | ❖ Metrics and KPIs | ❖ Wellness Program |
| ❖ Employee Relations/Mediation | ❖ Payroll | ❖ Event Planning |

PROFESSIONAL EXPERIENCE

HR Program Manager/Trainer City of Leander

November 2018 – Present

- Manages conflict resolution, strategies, interviewing, reviewing data and discussing issues with involved parties; investigating complaints and/or allegations of employee misconduct, de-escalation, facilitating crucial conversations, mediation, and/or alternative dispute resolution. Completed 40 hours of mediation training through Conflict Rescue in October 2021.
- Manages and resolves complex HR-related issues and provides solutions to programs and processes, monitoring implementation of agreed upon actions until the problem has been resolved.
- Provide guidance to management and staff as it pertains to questions about the city personnel policies and other HR related state and federal laws. Ensure compliance with relevant federal and state laws and statutes.
- Created the first training program for the City of Leander. Developed the curriculum and conducted 16 four-hour sessions of instructor led core compliance training for all 320 city employees in 6 weeks. Researched Learning Management System software, made recommendations and received purchasing approval within the approved budget. Obtain, develop, update, and deliver a variety of training courses while keeping the content relevant to business objectives and needs.
- Created the Training and Development section for the city personnel policy.
- Used my business continuity, risk management and safety experience to create procedures and notices related to COVID-19. Presented information to the HR team, and the city manager for review and approval city-wide.
- Created the Telework and Alternative Work Schedule policy for the city personnel policy to reduce the number of staff in the office during the pandemic and afterwards. This also allows HR to attract and retain staff by offering a flexible and/or work-at-home schedule to those that are eligible.
- Create and conduct benefits open enrollment training for employees. Conduct testing on benefits software prior to employee enrollment. Assisted with the creation and editing of the personalized city employee benefits guides.
- Identify and support wellness initiatives, including organizing an annual biometric screening event.
- On-board new employees from offer to post hire, including design and execution of new hire orientation, training requirements, utilizing on-boarding software system, NeoGov. Update all applicable HR systems and platforms.
- Conduct new supervisor training on the use of the performance management software and best practices for employee coaching and performance. Update and maintain supervisory manuals with new software upgrades.

**Human Resources Generalist, Staffing & Recruiting - Americas
ETS-Lindgren**

May 2018 – September 2018

- Performed highly advanced consultative and technical Human Resources services. Coordinated and administered employee onboarding, staffing and recruitment programs. Provided leadership and guidance on classification, recruitment, and staffing issues. Managed the full recruitment life cycle. Represented the agency at job fairs and recruiting events.
- Collaborated with hiring managers to identify, recommend, and pursue effective candidate sourcing strategies. Developed and implemented customized recruitment plans to include advising and coaching managers on event participation, interviewing, and selection. Provided direction and guidance to ensure positions are appropriately classified, vacancies are posted and filled in an accurate, efficient and timely manner; and collaborated with hiring managers to identify, recommend, and pursue effective candidate sourcing strategies.
- Posted job vacancies. Screened employment applications/resumes and supporting documents. Determined if applicants meet minimum qualifications. Referred applications to hiring supervisors and conducted phone screens and interviews. Maintained ongoing communication with hiring supervisors throughout the job posting process.
- Ensured compliance with relevant federal and state laws and statutes.
- Conducted onboarding activities for selected candidates (e.g., background check, reference checks, job offers, pre-employment drug test). Conducted New Employee Orientation and processed new hire paperwork.
- Provided consultative and technical assistance to others (staff, community organizations, public, auditors) on policies, procedures, rules, regulations, standards, or requirements. Interpreted and communicated HR policies and procedures to management on classification matters, career ladders, hiring and/or retention needs and on any related issues. Trained agency staff on the hiring process, job classification, and career ladders through HR trainings, other forums, or one-on-one as requested.
- Identified and participated in diversity outreach at universities, public schools, and community events. Established network of contacts to promote company employment opportunities and internships. Conducted information sessions, workshops, or training to increase awareness of job vacancies and the required degrees and skills.

**Human Resources Specialist
Texas Higher Education Coordinating Board**

November 2015 – May 2018

- Managed the full recruitment life cycle. Represented the agency at job fairs and recruiting events.
- Served as the agency Project Manager for testing and implementation of a Taleo talent acquisition database (CAPPs Recruit).
- Developed and conducted CAPPs Recruit training for agency managers and support staff. Utilized CAPPs HR/Payroll.
- Provided guidance to HR staff, managers, supervisors, and employees to address employment, leave, payroll, benefits, and wellness questions.
- Conducted internal employee investigations.
- Reviewed and revised personnel policies, procedures, and related documents.
- Ensured compliance with relevant federal and state laws and statutes (e.g., EEOC, FLSA, ADA, HIPAA, FMLA, OSHA).
- Served as the agency's benefits coordinator for state employee insurance for the Employees Retirement System of Texas (ERS) and Optional Retirement Program (ORP) programs. Conducted new employee orientation and lead the agency benefit open enrollment process and health fair.
- Created and managed the agency's first state service awards program.
- Researched, developed, scheduled, and conducted agency wide training for employee professional development.
- Served as the Wellness Program Coordinator. Scheduled all wellness activities such as massage day, yoga, lunch n' learns, fitness challenges, and provided employees with wellness information.
- Served as the agency Workers' Compensation and return-to-work program coordinator.
- Provide HR related information for the agency newsletter.

**Human Resources Specialist
Texas Commission on Environmental Quality**

April 2010 – October 2015

- Managed the full recruitment life cycle.
- Conducted extensive testing and development of the agency Oracle Applicant Tracking System and trained staff on system utilization.
- Advised management, staff, and the public on agency hiring policies and procedures, employment and labor laws, employment application process, salary administration, Transitions Hiring Program, and Express Hire Program.
- Developed and conducted Hiring Process training for managers.
- Participated in a variety of recruitment events to source candidates for agency employment opportunities, internships, transitions, and volunteer programs.
- Assisted with the Mickey Leland Environmental Internship Program (MLEIP), including collecting, maintaining, screening, and referring candidate applications to hiring managers in program areas across the agency.
- Developed and conducted training for interns on how to gain employment in state government.

**Office Manager (Part-time)
Norma Wilkins, Private Employer**

September 2009 - January 2013

- Supervised four employees who worked on an 8-hour rotating shift so there was coverage 24 hours a day, 7 days a week.
- Reviewed applications, conducted interviews, and hired four personal care attendants.
- Handled all performance related issues and conducted performance appraisals.
- Approved leave requests and work schedules.
- Processed weekly payroll, monthly tax reports, and IRS payments.
- Reviewed medical bills and discussed insurance benefits with doctor offices and Medicare to ensure payments were received timely.
- Met with doctors, bank managers, financial advisors, CPA's, attorneys, real estate agents, and the Texas Workforce Commission staff.

Safety Officer/Risk Manager
Texas Department of Agriculture

June 2007 – September 2009

- Developed and implemented safety, risk management, workers' compensation, and wellness programs.
- Served as the agency representative on the State Emergency Management Council. Engaged in agency emergency preparedness activities at the State Operation Center to assist with natural disasters. Revised the agency Business Continuity Plan.
- Conducted facility safety inspections, identified problem areas, and recommended corrective actions and purchase of personal protective equipment.
- Conducted safety, CPR, first aid and defensive driving training for local and many field office employees throughout Texas.
- Coordinated the CDL random alcohol/drug testing as required by federal law.
- Served as the Wellness Program Coordinator. Scheduled all wellness activities such as massage day, yoga, lunch n' learns, fitness challenges, and provided employees with wellness information.
- Developed and led the first *Farm to Work* program for the agency and other agencies in the capitol complex area.
- Served as a Board member on the State of Texas Worksite Wellness Advisory Board.
- Conducted workers' compensation training and ergonomic assessments for staff and managers.

Human Resources Specialist
Texas Water Development Board

January 2001 – June 2007

- Supervised HR department staff and was the back-up for the HR Director. Managed HR functions for the Office of Rural Community Affairs.
- Managed the agency full recruiting life cycle. Represented the agency at college job fairs and recruiting events.
- Conducted internal employee investigations.
- Administered the employee benefits programs. Provided assistance regarding benefits, eligibility rules, claims procedures, and coverage to staff.
- Coordinated and conducted the first day new hire orientation for new employees.
- Advised management and staff on agency policies, procedures.
- Ensured compliance with relevant federal and state laws and statutes (EEO, FLSA, ADA, HIPAA, FMLA, OSHA).
- Administered special leave, FMLA, and counseled employees and managers on leave related issues.
- Coordinated all wellness activities such as massage day, yoga, lunch n' learns, fitness challenges, and wellness information.
- Served as the agency Workers' Compensation Coordinator and Risk Manager.
- Assisted in business continuity planning, disaster recovery, and emergency management procedures.

Human Resources Specialist
State Office of Administrative Hearings

November 1993 – January 2001

- Team lead over all HR staff.
- Managed the agency full recruiting life cycle. Represented the agency at college job fairs and recruiting events.
- Coordinated and conducted the first day new hire orientation for new employees.
- Consulted with and advised management regarding personnel issues.
- Ensured compliance with relevant federal and state laws and statutes (EEO, FLSA, ADA, HIPAA, FMLA, OSHA).
- Administered the agency Employees Retirement System of Texas benefits.
- Processed monthly payroll and employee leave accounting.
- Administered special leave, FMLA, and counseled employees and managers on leave related issues.
- Coordinated all wellness activities such as massage day, yoga, lunch n' learns, fitness challenges, and wellness information.

EDUCATION

Basic Mediation Training (40 hours), Conflict Rescue, October 2021
University of Texas at Austin, Human Resource Management Program, November 2002

CERTIFICATIONS

SHRM-CP, Society for Human Resource Management Certified Professional, Since July 2015
PHR, HR Certification Institute Professional in Human Resources, Since December 2002
Incident Command System (ICS) – 100, 200, 300, 400 and IS – 800, National Incident Management System (NIMS)
Former Defensive Driving Instructor Certification, USA Training Company
Former American Red Cross Instructor

PROFESSIONAL AFFILIATIONS

Member, Executive Women in Texas Government
Member, Austin Society Human Resource Management
Member, Society for Human Resource Management, National
Member, Williamson County HR Management Association
Past Board Member, Texas Worksite Wellness Advisory Board, Texas Health and Human Services
Past Member, Texas State Human Resources Association
Past Member, Texas Public Risk Management Association
Past Member, Toastmasters International

Christy Davis has led an impressive career as an HR professional with 28 years in Texas state and local government which includes many years of supervisory experience. She holds two HR professional certifications and she completed the University of Texas at Austin HR Management Program in 2002. Christy is a member of three HR professional organizations and the Executive Women in Texas Government. She recently attended extensive mediation training as professional development for her role in leading employee relations issues at the City of Leander.

Christy is committed to abiding by local, state and federal laws. She has exceptional leadership skills and holds herself and the HR team to the highest ethical standards. Christy has worked with all levels of management in each organization. She treats everyone with respect and understanding and is an excellent communicator.

Christy was hired by the City of Leander in 2018 to create and conduct the first compliance training program for all city employees and secure a Learning Management System. This was a successful project and it continues to keep new and current city employees in compliance.

Christy plays the lead role in learning and development, employee relations, and onboarding new hires. Through her commitment to these roles, she has assisted city employees in a variety of beneficial ways.

Prior to her current role at the City of Leander, Christy worked for 25 years in Human Resources for the following State of Texas agencies that had a few hundred employees to almost three thousand employees:

- Texas Higher Education Coordinating Board
- Texas Commission on Environmental Quality
- Texas Department of Agriculture
- Texas Water Development Board & Office of Rural Community Affairs
- State Office of Administrative Hearings

Section 7.04. Department Directors.

At the head of each department there shall be a director who shall be appointed by the city manager with the approval of the council. Department heads may be removed by the city manager without council approval. Such directors shall supervise and control their respective departments, may serve as the head of any division within their department, and may, with the city manager's approval, appoint and remove all employees of their respective department. More than one department may be headed by the same person, the city manager may head one (1) or more such departments, and a provision in this charter for the appointment of a department head does not require the department to be created or maintained.



EXECUTIVE SUMMARY
02/07/2022

AGENDA SUBJECT:

Approval of Amendment 2 for Lease Agreement with Little Gino, LLC; and authorize the City Manager to negotiate and execute any and all necessary documents.

BACKGROUND:

This amendment changes the start date for rent to be collected to February 1st, 2022 and clarifies what information should be shared with the City to ensure we are paid the appropriate share of liquor sales. The restaurant opened in early January after renovations delayed the process. We would like to adjust the date since the restaurant was unable to generate significant revenue during the construction period, and we would like to make sure that we are able to get access to the necessary sales tax information for liquor sales in the future if needed.

PRESENTER:

Cameron Goodman, Economic Development Director

Attachments

1. Lease Agreement

**SECOND AMENDMENT TO THE LEASE AGREEMENT BETWEEN
LITTLE GINO, LLC AND CITY OF LEANDER**

This Second Amendment to the Lease Agreement between Little Gino, LLC and City of Leander (the "Amendment") is made, entered into and effective as of _____, 2022 (the "Effective Date") by and between Little Gino, LLC, a limited liability company ("Tenant"), and the City of Leander, Texas, a home rule municipality located in Williamson and Travis Counties ("Landlord").

WHEREAS, Tenant and Landlord are parties to that certain Lease Agreement between Little Gino, LLC and the City of Leander dated effective June 21, 2021 (the "Original Agreement"), amended by a subsequent amendment dated effective _____, 2021, (the "First Amendment") which governs use of the approximately 1,300 rentable square foot building located at 3400 Crystal Falls Parkway, Leander Texas 78641 (the "Premises") for the operation of a properly licensed and permitted restaurant and bar;

WHEREAS, the Rent Schedule set forth in Exhibit B provides that the first three months of Rent shall be \$0, with Base Rent of \$3,000 per month commencing on the fourth month after the effective date, with increases in Base Rent occurring pursuant to Exhibit B;

WHEREAS, the Original Agreement and the First Amendment shall herein be referred to as the Agreement; and

WHEREAS, Landlord and Tenant have agreed to amend the Agreement under the terms and conditions stated herein to clarify the location for payment of Rent, to document the date when Base Rent increases from \$0 to \$3,000, and to clarify the Landlord's rights related to auditing the Alcohol Sales Amount;

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I. RECITALS; DEFINITIONS

1.01 Recitals. The foregoing recitals are incorporated herein and made a part of this Amendment for all purposes.

ARTICLE II. AMENDMENTS

2.01 Amendment of Article I, Section 1.1(b). Section 1.1(b), Article I of the Agreement is hereby amended to read as follows:

(b) **COMMENCEMENT**: Lease will commence upon the Effective Date. The Tenant must complete and obtain the City's acceptance of the Project and begin the Permitted Use by January 31, 2022, or Tenant will be in default of lease agreement.

2.02 Amendment of Article II to add Section 2.7. Section 2.7, Article II of the Agreement is hereby amended to read as follows:

2.7 Sale of Alcohol/Permits. In order to sell alcohol from/on the Premises, Tenant must secure all permits and licenses for the sale of alcoholic beverages including but not limited to all approvals, permits and licenses from the Texas Alcoholic Beverage Commission ("TABC"), (all such approvals, permits and licenses collectively referred to as "Alcohol Permits"). Failure of Tenant to secure all Alcohol Permits or the subsequent loss of any Alcohol Permits shall prevent Tenant from selling alcoholic beverages from or on the Premises, provided however, same shall not be construed as an eviction or disturbance of possession or give rise to an election by Tenant to terminate this Lease, nor shall Tenant be relieved from the obligations to pay Rent and all other amounts owed under the Lease or from the obligation to keep and be bound by the terms, conditions and covenants of this Lease. If Tenant fails to obtain or retain the necessary permits required to sell beer, the Landlord retains the right to operate beer and liquor sales on the Premises. Tenant will provide Landlord with three percent (3%) of net income generated by the Tenant's business from alcohol sales at the Premises (the "Alcohol Sales Amount"). The Alcohol Sales Amount shall be paid monthly at the same time as the Rent is paid under this Lease. The Tenant shall provide the Landlord with access to the Tenant's accounts, records, and reports of alcohol sales filed with the State of Texas (or such other reports filed with the State of Texas that document the Alcohol Sales Amount) (the "Alcohol Sales Reports"), promptly during regular business hours upon reasonable request by the Landlord to audit the Alcohol Sales Payment. In the Alternative, the Tenant shall also provide the Landlord with permission to view or receive the Alcohol Sales Reports from the State of Texas upon reasonable request by the Landlord. The Tenant shall also provide The Tenant shall retain such records for a minimum period of four (4) years and the obligation to retain records shall survive termination of this Lease.

2.03 Amendment of Article III, Section 3.2. Section 3.2, Article III of the Agreement is hereby amended to read as follows:

3.2 Tenant promises and agrees to pay to Landlord the Rent, in good, sufficient, and lawful currency of the United States of America, in person at the following address, or such other place as Landlord may from time to time designate in writing:

Crystal Falls Golf Club
c/o General Manager of the Crystal Falls Golf Club
3400 Crystal Falls Parkway
Leander, Texas 78641

2.04 Amendment of Article III to add Section 3.4. A new section 3.4 is added to Article III of the Agreement to read as follows:

3.4 The date on which the Base Rent of \$3,000 shall be due and payable, pursuant to the Rent Schedule set forth in Exhibit B, is February 1, 2022. Checks for rent payments shall be made out to "The City of Leander".

ARTICLE III. GENERAL PROVISIONS

- 3.01** Entire Agreement. This Amendment, together with the Agreement and Amendment, set forth the entire understanding of the parties and supersedes all prior agreements and understandings, whether written or oral, with respect to the subject matter hereof.
- 3.02** Effect of the Amendment. The Parties agree that, except as modified hereby, the Agreement remains valid, binding, and in full force and effect. If there is any conflict or inconsistency between this Amendment and the Agreement, this Amendment will control and modify the Agreement.
- 3.03** Counterparts. This Amendment may be executed in any number of counterparts, including, without limitation, facsimile counterparts, with the same effect as if the parties had signed the same document, and all counterparts will constitute one and the same agreement.

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

LANDLORD:

City of Leander, Texas

a Texas home-rule municipal corporation

By: _____

Name: Richard B. Beverlin III

Title: City Manager

ATTEST:

By: _____

Name: Dara Crabtree

Title: City Secretary

TENANT:

LITTLE GINO, LLC

a Texas limited liability company

By: _____

Name: _____

Title: _____



EXECUTIVE SUMMARY
02/07/2022

AGENDA SUBJECT:

Acceptance of Subdivision Public Infrastructure Improvements for Travisso Phase 5 Section 1 and 2, Reserve at North Fork, Horizon Lake Phase 4 Section 1, and PAG Leander H1.

BACKGROUND:

The subdivision Public infrastructure improvements required for the above subdivisions have been installed, inspected, and are satisfactorily completed. All documentation required for acceptance of the subdivisions has been received, including record drawings, statement of substantial completion prepared by a professional engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat, affidavit of all bills paid, and a two (2)- year term Maintenance Bond. The Maintenance Bond will commence its two (2)- year term upon City Council acceptance, as anticipated, on February 3, 2022 which will provide warranty and maintenance coverage for the public infrastructure improvements through February 3, 2024. 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, workmanship, or maintenance are corrected prior to expiration of the bond.

RECOMMENDATION:

Staff recommends City Council's formal acceptance of the subdivision infrastructure improvements for Travisso Phase 5 Section 1, Travisso Phase 5 Section 2, Reserve at North Fork, Horizon Lake Phase 4 Section 1, and PAG Leander H1.

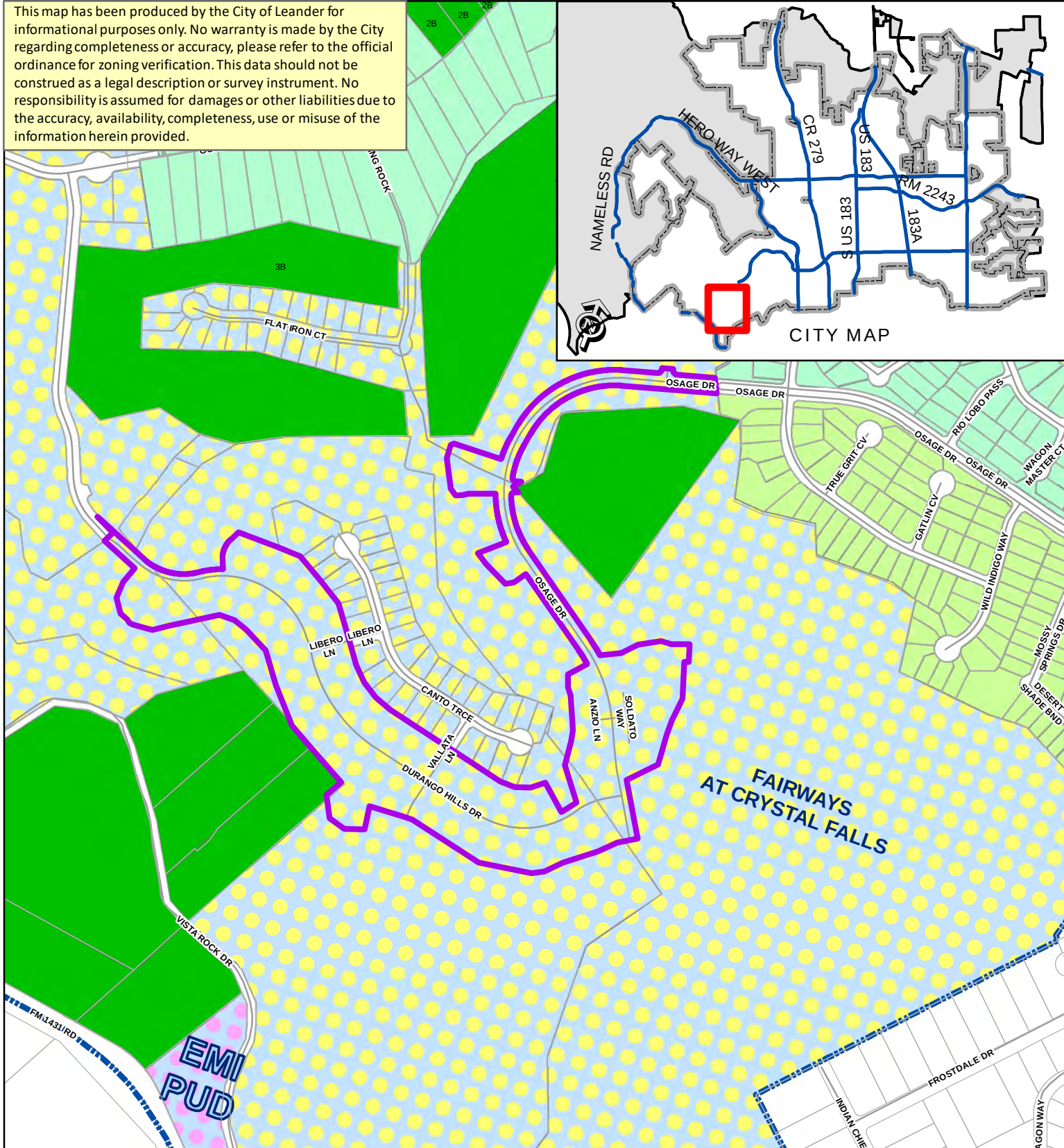
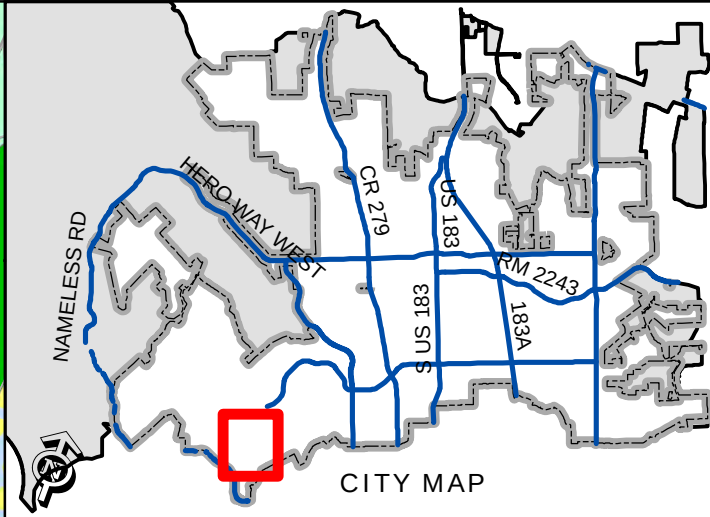
PRESENTER:

Ross E. Blackketter, P.E., City Engineer

Attachments

1. Travisso 5-1
2. Travisso 5-2
3. North Fork
4. PAG
5. Horizon Lake

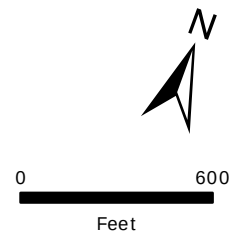
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy, please refer to the official ordinance for zoning verification. This data should not be construed as a legal description or survey instrument. No responsibility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



SUBDIVISION ACCEPTANCE

Location Map - Travisso Phase 5 Section 1

- | | |
|--|--|
|  Acceptance Area |  SFR - Single-Family Rural |
|  City Limits |  SFS - Single-Family Suburban |
| |  SFU - Single-Family Urban |
| |  PUD - Single-Family |
| |  PUD - Heavy Commercial |





November 29, 2021

Brad Garner
Travisso, Ltd.
11200 Lakeline Blvd.
Austin, TX 78717

TDLR Project Number: TABS2019001990

PROJECT:

Travisso Phase 5, Section 1
SE of Goodnight Trail & Durango Hills Dr.
Leander, TX 78641

INSPECTION COMPLETED – NO VIOLATIONS

Dear Brad:

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, appearing to read 'Arturo Pinero', with a stylized flourish at the end.

Arturo Pinero, RAS #1551

cc: Pape-Dawson Engineers, Inc.



Inspection Report

Article 9102, T.C.S.

Texas Accessibility Standards (TAS)

Inspection Date: November 17, 2021

TDLR Project Number: TABS2019001990

RAS: Arturo Pinero (License #1551)

Altura Project No: 19-008

PROJECT INFORMATION

Travisso Phase 5, Section 1
SE of Goodnight Trail & Durango Hills Dr.
Leander, TX 78641

Description: Construction of residential subdivision and supporting infrastructure.

Scope: The scope of the project includes the requirements for TAS 201.1 and Elimination of Architectural Barriers Administrative Rules 68.102

OWNER INFORMATION

Brad Garner
Travisso, Ltd.
11200 Lakeline Blvd.
Austin, TX 78717

The following report identifies violations with the Texas Accessibility Standards (TAS).

No violations of the TAS were found.

REPORT COMMENTS

1. The scope of this report is limited to an inspection for compliance with the 2012 Texas Accessibility Standards (TAS). This report excludes a review for compliance with other accessibility requirements such as the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and the 2010 Standards for Accessible Design.
2. The scope of the report excludes an inspection for compliance with building code requirements such as the International Building Code (IBC).
3. The report does not cover any elements or spaces which are not subject to the TAS. The report does not cover any elements or spaces that are outside of the scope of work of this project or outside of the property line as indicated by the construction documents.
4. Contact Arturo Pinero at (512) 410-7059 or at arturo@alturalp.com with any questions or comments.

-END OF REPORT

November 30, 2021

Ross E. Blacketter, P.E.
City of Leander Engineer
P.O. Box 319
Leander, TX 78646

RE: Travisso, Phase 5, Section 1 - Subdivision Improvements
App. No.: 18-PICP-040
Engineer's Concurrence – Substantial Completion

Dear Mr. Blacketter:

This letter is to inform you that I, and/or my designated representative, have made a preliminary visual observation of the above referenced project. I have also visited the site during construction and observed the installation of street, drainage, water, and wastewater improvements. Based on these observations, I hereby certify that these improvements were substantially completed in conformance with the approved plans and specifications.

Please feel free to contact me if you need any additional information or have any further questions.

Sincerely,
Pape-Dawson Engineers, Inc.
Texas Board of Professional Engineers, Firm Registration # 470



Michael Fisher, P.E.
Senior Vice President

H:\Projects\508\92\15\301 Construction Documents\Documents\Plan Processing\City\Closeout\Engineer's Concurrence\TR PH 5 SECT 1 - ENGINEERS CONCURRENCE.docx



October 8, 2021

C.C. Carlton Industries, Ltd.
6207 Bee Caves Rd., Suite 320
Austin, TX 78746
Attn: Heath Taylor

Re: Travisso Phase 5 Section 1 – Retaining Wall Construction

Dear Sirs:

As you know, the retaining walls at the subject project were constructed using engineered drawings prepared by Rosch Engineering, LLC dated 3/23/20 with revision dated 4/6/21.. Qualified individuals from this office visited the site during and after construction to observe the project retaining walls for general conformance with our engineered drawings.

During these visits, the visible and available structural elements were observed for conformance with the engineered drawings. No conditions conflicting with our engineering drawings were observed during these site visits. As such, it is our opinion that the subject retaining wall construction is in general conformance with our engineering drawings.

This report makes no warranties or guaranties expressed or implied. All opinions expressed are based upon the noted visual observations only. The presence of various construction materials and the closed viewing angles of some locations and items completed and thus unavailable for viewing may have concealed conditions from observation.

If you have any questions or need further information, please call.

Sincerely,

Brian Schaller, PE
TBPE Firm #14762





Pickett, Kelm & Associates, Inc.
Consulting Structural Engineers

Texas Registered Engineering Firm F-1491

D. Gary Pickett, P. E.
William F. Kelm, P. E.
Larry S. Wu, P. E.

January 17, 2022

Ms. Aimee Chavez
Pape-Dawson Engineers
10801 North Mopac Expressway
Building 3, Suite 200
Austin, Texas 78759

Re: Travisso Phase 5 Section 1 – Durango Hills Drive Bridge
Concurrence Letter

Dear Ms. Chavez:

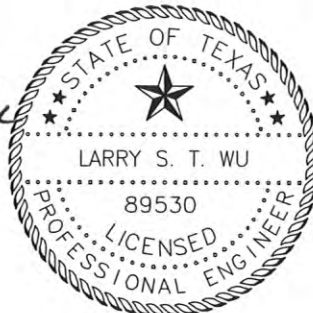
During the construction of the Durango Hills Drive bridge structure in Leander, Texas, we reviewed the submittals and shop drawings for the bridge construction, as submitted by C. C. Carlton Industries, and made periodic site visits to review and observe the construction of the bridge substructures and superstructure. We also reviewed the laboratory inspection and material test reports prepared by MLA Labs for the project.

Based on our review of the submittals and laboratory test reports, and our construction site observations, it is our opinion that the bridge structure was constructed in general conformance with the construction documents prepared by Pickett, Kelm & Associates. It should be noted that Pickett, Kelm and Associates did not provide the inspections for the retaining walls at both bridge embankments. The concurrence letter for the retaining walls will be issued by others.

Should you have any questions, please do not hesitate to call.

Sincerely,

Larry S. T. Wu, P.E.
Engineer



MAINTENANCE BOND
Subdivision Improvements

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

KNOW ALL BY THESE PRESENTS, that CC Carlton Industries, Ltd.
as Principal, whose address is 6207 Bee Caves Rd Ste 320, Austin, TX 78746 and
Atlantic Specialty Insurance Company a Corporation organized under the
laws of the State of NY, 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 Eight Hundred Twenty-Three Thousand Seven Hundred Eighteen And 15/100 Dollars
(\$823,718.15) 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 Travisso Phase 5, Section 1 Public
Improvements Construction Plans (18-PICP-040) (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 Obligees may do said work and supply such materials, and charge the same against Principal and Surety on this obligation.

The Surety shall notify the Obligees 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 Obligees and compliant with the Obligees' ordinances conditioned to guarantee for the period of one (1) year after the Obligees' 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 Obligees upon demand all loss and expense, including attorneys' fees, incurred by the Obligees 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.

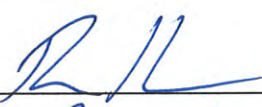
This Bond is a continuing obligation and shall remain in full force and effect until cancelled as provided for herein.

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 16th day of November, 2021.

CC Carlton Industries, Ltd.

Principal

By: 

Title: President

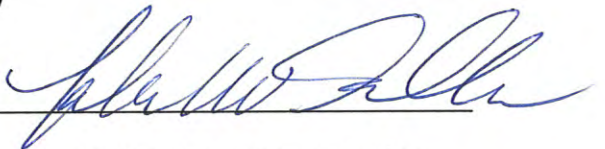
Address: _____

6207 Bee Caves Rd Ste 320

Austin, TX 78746

Atlantic Specialty Insurance Company

Surety

By: 

Title: John W. Schuler, Attorney-in-fact

Address: _____

9977 W. Sam Houston Parkway North, Ste. 130

Houston, TX 77064

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

Time Insurance Agency

1405 E. Riverside Drive, Austin, TX 78741

(Seal)



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Walter E. Benson Jr, Steve Dobson, John W. Schuler**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

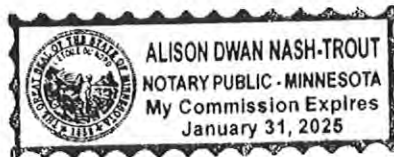
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 16th day of November, 2021.

This Power of Attorney expires
January 31, 2025



Kara Barrow, Secretary

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent.

You may call your Insurance Carrier's toll-free telephone number for information or to make a complaint at:

1-800-321-2721

You may also write to your Insurance Carrier
at

Atlantic Specialty Insurance Company
Paralegal

605 Highway 169 North, Suite 800
Plymouth, MN 55441

1-781-332-7671

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

1-800-252-3439

You may write the Texas Department of
Insurance:

P.O. Box 149104, Austin, TX 78714-9104

Fax: (512) 490-1007

Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should
you have a dispute concerning your premium
or about a claim you should contact the agent
first. If the dispute is not resolved, you may
contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does
not become a part or condition of the attached
document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su agente.

Usted puede llamar al numero de telefono gratis de su
compañia de seguros para informacion o para someter
una queja al:

1-800-321-2721

Usted tambien puede escribir a su compania
de seguros en:

Atlantic Specialty Insurance Company
Paralegal

605 Highway 169 North, Suite 800
Plymouth, MN 55441

1-781-332-7671

Puede comunicarse con el Departamento de Seguros de
Texas para obtener informacion acerca de companias,
coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de
Texas:

P.O. Box 149104, Austin, TX 78714

Fax: (512) 490-1007

Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS □ RECLAMOS: Si tiene
una disputa concerniente a su prima o a un reclamo, debe
comunicarse con el agente primero. Si no se resuelve la
disputa, puede entonces comunicarse con el
departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo
para proposito de informacion y no se convierte en parte
condicion del documento adjunto.



RIDER ADDING ADDITIONAL OBLIGEEES

TO BE ATTACHED TO and form a part of Bond No. 800103533, dated the 16th day of November, 2021, issued by **ATLANTIC SPECIALTY INSURANCE COMPANY, 605 Highway 169 North, Suite 800, Plymouth, Minnesota, USA 55441** as Surety, on behalf of CC Carlton Industries, Ltd. as Principal, in favor of City of Leander as Obligee.

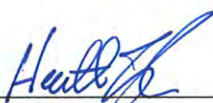
WHEREAS, upon the request of the Principal and Obligee, the attached bond is hereby amended to add Travis County Municipal Utility District No. 20 as an Additional Obligee(s).

PROVIDED HOWEVER, there shall be no liability under this bond to the Additional Obligees, or any of them, unless the said Additional Obligees, or any of them, shall make payments to the Principal in accordance with the terms of said contract as to payments, and shall perform all of the other material obligations to be performed under said contract at the time and in the manner therein set forth which has not been remedied or waived; all of the acts of one Additional Obligee being binding on the other.

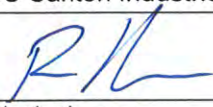
In no event shall the Surety be liable in the aggregate to the Additional Obligees for more than the penalty of the Performance Bond, nor shall it be liable except for a single payment for each single breach or default. At the Surety's election, any payment due to any Additional Obligee may be made by its check issued jointly to all.

The attached bond shall be subject to all of its terms, conditions and limitations except as herein modified.

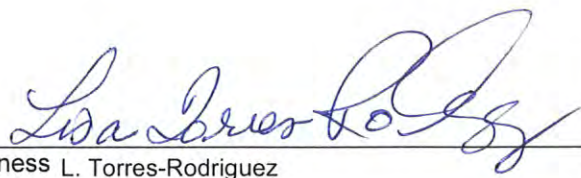
Signed, sealed and dated this 16th day of November, 2021.



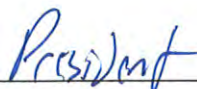
Witness

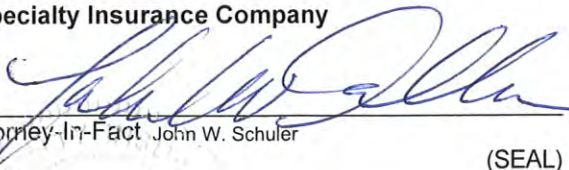
CC Carlton Industries, Ltd.
BY: 

Principal (SEAL)



Witness L. Torres-Rodriguez

ITS: 

Atlantic Specialty Insurance Company
BY: 

Attorney-In-Fact John W. Schuler (SEAL)



ACKNOWLEDGMENT BY ADDITIONAL OBLIGEEES

The Additional Obligor hereby acknowledge that this agreement is subject to the precedent condition that the Additional Obligor shall have no right of action against the Principal or the Surety except such as the Owner him/herself would have if suing and shall be subject to all offsets and defenses however arising which would be available against the Owner.

In no event shall the Surety be liable in the aggregate to the Obligees for more than the penalty of the Performance Bond, nor shall it be liable except for a single payment for each single breach or default. At the Surety's election, any payment due to any Obligor may be made by its check issued jointly to all.

WITNESS the following signatures and seals this _____ day of _____, _____.

(Obligor)

BY: _____

WITNESS: _____ (SEAL)

(Obligor)

BY: _____

WITNESS: _____ (SEAL)

(Obligor)

BY: _____

WITNESS: _____ (SEAL)

(Obligor)

BY: _____

WITNESS: _____ (SEAL)

November 30, 2021

Sarvesh Dhakal, P.E.
Engineer
201 N. Brushy Street
Leander, Texas 78646

RE: Travisso, Phase 5, Section 1
App. No.: 18-PICP-040
Final Cost Certification

Dear Mr. Dhakal:

Following is the cost breakdown only for items that will be owned and maintained by the City within the above referenced project:

Streets	(\$4,904,271.90)
Water	(\$474,964.40)
Wastewater	(\$1,313,689.20)
Drainage	(\$1,544,256.00)
Total	(\$8,237,181.50)

Please call if you have any questions.

Sincerely,
Pape-Dawson Engineers, Inc.
Texas Board of Professional Engineers, Firm Registration # 470

Michael Fisher, P.E.
Senior Vice President



H:\Projects\508\92\15\301 Construction Documents\Documents\Plan Processing\City\Closeout\Maintenance Bond\211130 TR PH 5, SECT 1 DEVELOPMENT COST LETTER.docx

November 30, 2021

Sarvesh Dhakal, P.E.
Engineer
201 N. Brushy Street
Leander, Texas 78646

RE: Travisso, Phase 5, Section 1
App. No.: 18-PICP-040
Final Cost Certification

Dear Mr. Dhakal:

Following is the information as applicable for items that will be owned and maintained by the City within this project:

Final Plat Legal Name as Recorded: Travisso Phase 5, Section 1.

Name on Approved Construction Documents: Travisso Phase 5, Section 1.

Name on Bank Bond for Fiscal Posting: Travisso Phase 5, Section 1 Public Improvements Construction Plans (18-PICP-040).

COSTS CATEGORIES	AMOUNT
Streets	\$ 4,560,578.00
Drainage	\$ 1,544,256.00
Water	\$ 474,964.40
Wastewater	\$ 1,313,689.20
Streetlights	\$ 287,500.00
Landscape Improvements	\$ 56,193.90
TOTAL	\$ 8,237,181.50

MAINTENANCE BOND

Total Improvements	\$8,237,181.50
Maintenance Bond (10%)	\$823,718.15

INSPECTION FEES

Total Cost of Improvements	\$8,237,181.50
3.5% Inspection Fees Owed to City	\$288,301.35
Inspection Fees Paid at Submittal	\$186,603.81
Inspection Fees Owed to City	\$101,697.54

ENGINEER'S CONTACT INFORMATION

Michael Fisher, P.E.
Pape-Dawson Engineers
10801 N. Mopac Expressway. Building 3, Suite 200
Austin, TX 78759
mfisher@pape-dawson.com
(512) 454-8711

Please call if you have any questions.

Sincerely,
Pape-Dawson Engineers, Inc.
Texas Board of Professional Engineers, Firm Registration # 470

Michael Fisher, P.E.
Senior Vice President



H:\Projects\508\92\15\301 Construction Documents\Documents\Plan Processing\City\Closeout\Maintenance Bond\211130 TR PH 5, SECT 1 COST SUMMARY LETTER.docx

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project TRAVISSO PHASE 5 SECTION 1

Job No. 19-014

On receipt by the signer of this document of a check from Travis County MUD No.20 (maker of check) in the sum of \$ 569,775.60 payable to C.C. CARLTON INDUSTRIES LTD (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of Travis County MUD No.20 (owner) located at LEANDER TEXAS (location) to the following extent: UTILITIES (job description).

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to Travis County MUD No.20 (person with whom signer contracted).

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date 11/10/2021

C.C. CARLTON INDUSTRIES LTD (Company name)

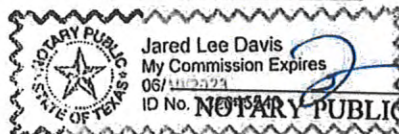
By Heath (Signature)

PROJECT MANAGER (Title)

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this 10TH day of NOVEMBER, 2021, by JARED DAVIS (name), VICE-PRESIDENT (job title) of C.C. CARLTON INDUSTRIES, LTD. (company name).



NOTARY PUBLIC, STATE OF TEXAS

**FINAL BILLS PAID AFFIDAVIT
AND WAIVER OF LIEN**STATE OF TEXAS
COUNTY OF TRAVISDate: 11/16/21

Developer: Travisso, Ltd.

Contractor/ Material
Provider ("Affiant"): C.C. Carlton Industries, Ltd.

Project : Travisso Phase 5, Section 1 Public Improvements Construction Plans 18-PICP-040

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

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

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

SUBSCRIBED AND SWORN TO BY Affiant on this 16th, NovemberInitialed: HT

AFFIANT:

Signature: Heath Taylor

Typed Name: Heath Taylor

Title: Project Manager

STATE OF TEXAS

COUNTY OF Williamson

BEFORE ME the undersigned authority on this day personally appeared Heath Taylor, 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 16th day of November 2021

[SEAL]



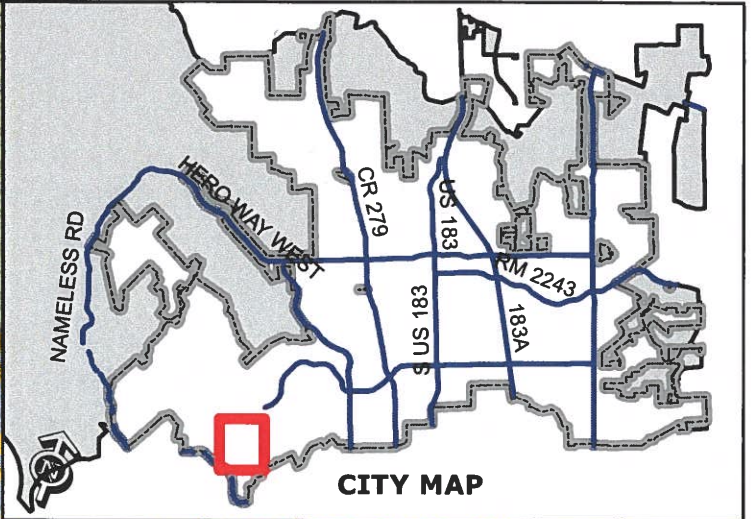
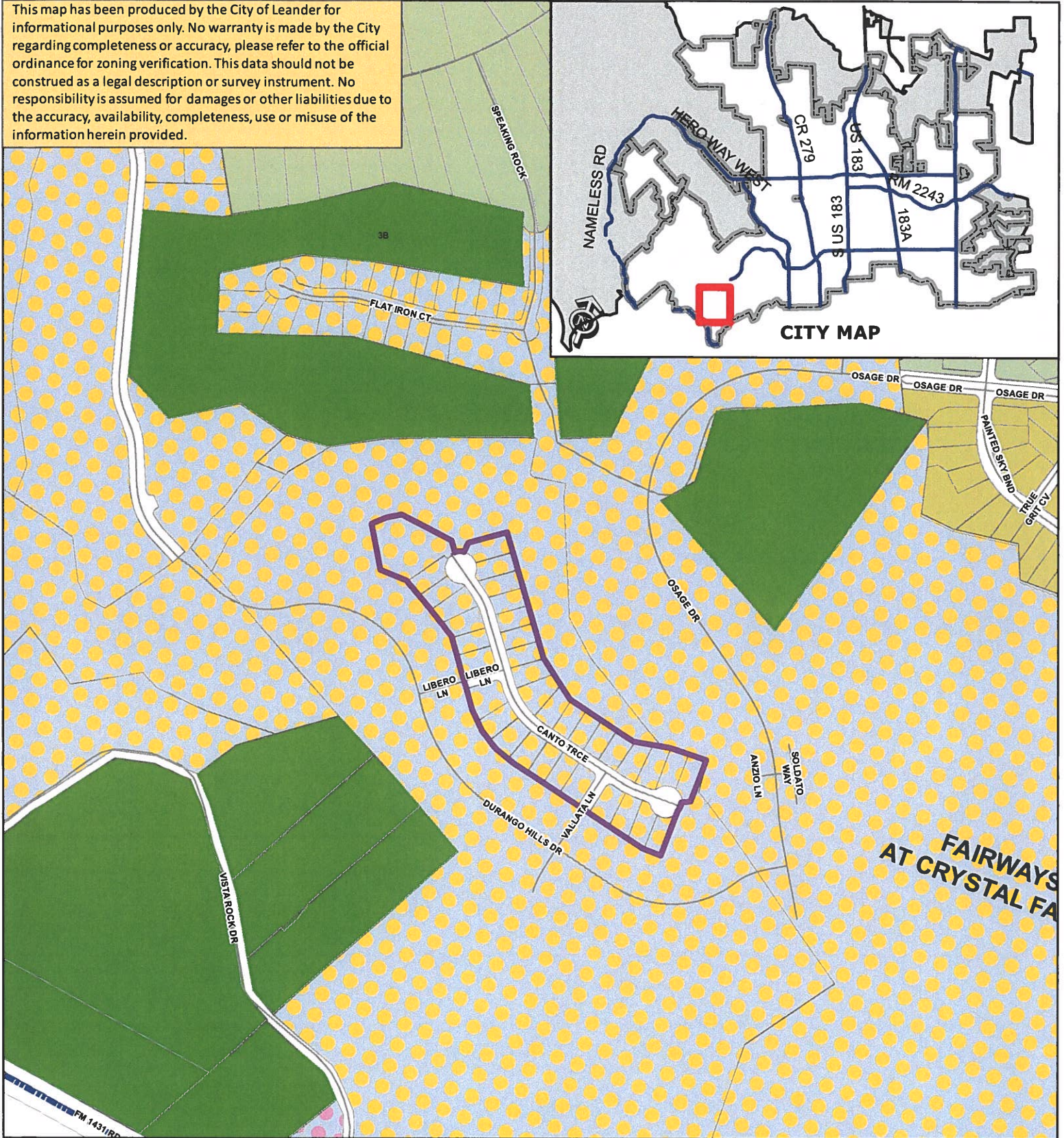
Notary in and for the State of Texas

Name: Jared Davis

My commission expires: 06/10/2023

Initialed: HT

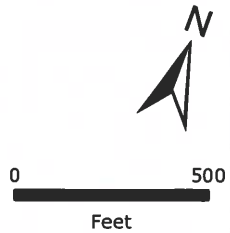
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy, please refer to the official ordinance for zoning verification. This data should not be construed as a legal description or survey instrument. No responsibility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



SUBDIVISION ACCEPTANCE

Location Map - Travisso Phase 5 Section 2

- | | |
|-----------------|------------------------------|
| Acceptance Area | SFR - Single-Family Rural |
| City Limits | SFS - Single-Family Suburban |
| | SFU - Single-Family Urban |
| | PUD - Single-Family |
| | PUD - Heavy Commercial |





November 19, 2021

Brad Garner
Travisso, Ltd.
11200 Lakeline Blvd., Suite 150A
Austin, TX 78717

TDLR Project Number: TABS2021007412

PROJECT:

Travisso Phase 5, Section 2
100 ft. N. of Durango Hills Dr. & Libero Lane
Leander, TX 78641

INSPECTION COMPLETED – NO VIOLATIONS

Dear Brad:

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, appearing to read 'Arturo Pinero', with a stylized flourish at the end.

Arturo Pinero, RAS #1551

cc: Pape-Dawson Engineers, Inc.



Inspection Report

Article 9102, T.C.S.

Texas Accessibility Standards (TAS)

Inspection Date: November 17, 2021

TDLR Project Number: TABS2021007412

RAS: Arturo Pinero (License #1551)

Altura Project No: 21-003

PROJECT INFORMATION

Travisso Phase 5, Section 2

100 ft. N. of Durango Hills Dr. & Libero Lane

Leander, TX 78641

Description: Construction of pedestrian ramp and 4' sidewalk for one (1) section of single-family residential subdivision.

Scope: The scope of the project includes the requirements for TAS 201.1 and Elimination of Architectural Barriers Administrative Rules 68.102

OWNER INFORMATION

Brad Garner

Travisso, Ltd.

11200 Lakeline Blvd., Suite 150A

Austin, TX 78717

The following report identifies violations with the Texas Accessibility Standards (TAS).

No violations of the TAS were found.

REPORT COMMENTS

1. The scope of this report is limited to an inspection for compliance with the 2012 Texas Accessibility Standards (TAS). This report excludes a review for compliance with other accessibility requirements such as the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and the 2010 Standards for Accessible Design.
2. The scope of the report excludes an inspection for compliance with building code requirements such as the International Building Code (IBC).
3. The report does not cover any elements or spaces which are not subject to the TAS. The report does not cover any elements or spaces that are outside of the scope of work of this project or outside of the property line as indicated by the construction documents.
4. Contact Arturo Pinero at (512) 410-7059 or at arturo@alturalp.com with any questions or comments.

-END OF REPORT

January 24, 2022

Ross E. Blacketter, P.E.
City of Leander Engineer
P.O. Box 319
Leander, TX 78646

RE: Travisso, Phase 5, Section 2 - Subdivision Improvements
App. No.: 20-PICP-043
Engineer's Concurrence

Dear Mr. Blacketter:

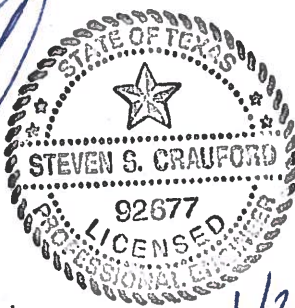
This letter is to inform you that I, and/or my designated representative, have made a final visual observation of the above referenced project. I have also visited the site during construction and observed the installation of street, drainage, water, and wastewater improvements. Based on these observations, I, therefore, certify that all infrastructure construction improvements are in substantial conformance with the approved construction plans and all City requirements, including the Subdivision Ordinance and Composite Zoning Ordinance.

Please feel free to contact me if you need any additional information or have any further questions.

Sincerely,
Pape-Dawson Engineers, Inc.



Steve Crauford, P.E.
Associate Vice President



H:\Projects\508\92\39\402 Construction Phase Services\Documents\Project Closeout\Engineer's Concurrence\TR PH 5 SECT 2 - ENGINEERS CONCURRENCE.docx

MAINTENANCE BOND
Subdivision Improvements

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

KNOW ALL BY THESE PRESENTS, that JKB CONSTRUCTION COMPANY, LLC
as Principal, whose address is 14750 HWY 29 W, LIBERTY HILL, TX 78642 and
 Harco National Insurance Company a Corporation organized under the
laws of the State of New Jersey , 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 Ninety-Three Thousand Two Hundred and Ninety-Two And 37/100 Dollars
(\$93,292.37) 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 Travisso Phase 5, Section 2 Public
Improvements Construction Plans (20-PICP-043) (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.

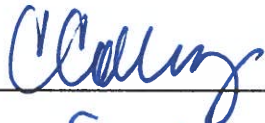
This Bond is a continuing obligation and shall remain in full force and effect until cancelled as provided for herein.

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 29th day of November, 2021.

JKB CONSTRUCTION COMPANY, LLC

Principal

By: 

Title: Secretary

Address: 14750 HWY 29 W, LIBERTY HILL, TX 78642

Harco National Insurance Company

Surety

By: 

Title: Attorney In Fact

Address: 702 Oberlin Road, Raleigh, NC 27605

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

Whorton Insurance Services 11200 Jollyville Rd. Austin, TX 78759

(Seal)



POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

RAQUEL MARTINEZ, MICHAEL C. WHORTON, TOM MULANAX, DAVID M. WHORTON, JEREMY FARQUE

Austin, TX

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents
on this 31st day of December, 2018



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, November 29, 2021

A02417

Irene Martins, Assistant Secretary



BOND RIDER

To be attached to and form a part of Bond No HSIFSU0812296

Dated The 29th Day of November, 2021 By and Between:

JKB Construction Company, LLC, as Principal, and

Harco National Insurance Company as Surety, in favor of

the City of Leander, TX, as Obligee.

It is understood and agreed that the bond is changed or revised in the particulars checked below:

☐ Name of Principal changed to:

☐ Amount of Bond changed from _____
to _____

☒ Other Additional Obligee named below:
TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 20

Said bond shall be subject to all its terms, conditions and limitations, except as herein expressly modified. This bond Rider shall become effective as of November 29th, 2021

IN WITNESS WHEREOF, Harco National Insurance Company has caused its
corporate seal to be hereunto affixed this 7th day of December, 2021.

Principal JKB Construction Company, LLC
By: _____

Harco National Insurance Company

By: _____
Jeremy Farque Attorney-in-Fact

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

RAQUEL MARTINEZ, MICHAEL C. WHORTON, TOM MULANAX, DAVID M. WHORTON, JEREMY FARQUE

Austin, TX

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents
on this 31st day of December, 2018



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, December 07, 2021

A02417

Irene Martins, Assistant Secretary

November 29, 2021

Sarvesh Dhakal, P.E.
Engineer
201 N. Brushy Street
Leander, Texas 78646

RE: Travisso, Phase 5, Section 2
App. No.: 20-PICP-043
Final Cost Certification

Dear Mr. Dhakal:

Following is the cost breakdown only for items that will be owned and maintained by the City within the above referenced project:

Streets	(\$356,959.00)
Water	(\$127,763.40)
Wastewater	(\$197,298.20)
Drainage	(\$250,903.10)
Total	(\$932,923.70)

Please call if you have any questions.

Sincerely,
Pape-Dawson Engineers, Inc.



11/29/21

Steve Crauford, P.E.
Associate Vice President

H:\Projects\508\92\39\402 Construction Phase Services\Documents\Project Closeout\Maintenance Bond\211123 TR PH 5, SECT 2 DEVELOPMENT COST LETTER.docx

Transportation | Water Resources | Land Development | Surveying | Environmental

telephone: **512-454-8711** address: **10801 NORTH MOPAC EXPRESSWAY, BUILDING 3 - SUITE 200 AUSTIN, TX 78759** website: **PAPE-DAWSON.COM**

Austin | San Antonio | Houston | Fort Worth | Dallas Texas Engineering Firm #470 Texas Surveying Firm #10028801

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project Travisso Ph 5 Sec2 Public

Job No. JKB 21002

On receipt by the signer of this document of a check from Travisso LTD (maker of check) in the sum of \$90,876.47 payable to JKB Construction Company, LLC (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of Travisso LTD. (owner) located at Larkspur Park Blvd & Hwy 183 (location) to the following extent: underground utilities (job description).

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to Travisso LTD. (person with whom signer contracted).

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date 12/2/21

JKB Construction Company, LLC

(Company name)

By 

(Signature)

President

(Title)

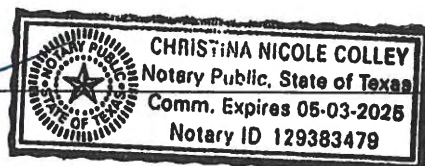
STATE OF TEXAS

§
§
§

COUNTY OF Williamson

This instrument was acknowledged before me on this 2nd day of December, 2021, by James Blankenship (name), President (job title) of JKB Construction Company, LLC (company name).

NOTARY PUBLIC, STATE OF TEXAS



**FINAL BILLS PAID AFFIDAVIT
AND WAIVER OF LIEN**

STATE OF TEXAS
COUNTY OF WILLIAMSON

Date: December 22, 2021

Developer: TMC Travisso GP, LLC

Contractor/Material
Provider ("Affiant"): JKB Construction Company, LLC

Project : Travisso Phase 5, Section 2

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

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

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

SUBSCRIBED AND SWORN TO BY Affiant on this 22nd day of December, 2021.

Initialed: JB

AFFIANT:

Signature: _____

Typed Name: James Blankenship

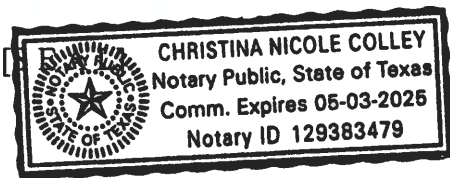
Title: V.P. of Operations

STATE OF TEXAS

COUNTY OF Williamson

BEFORE ME the undersigned authority on this day personally appeared James Blankenship, 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 22nd day of December, 2021.



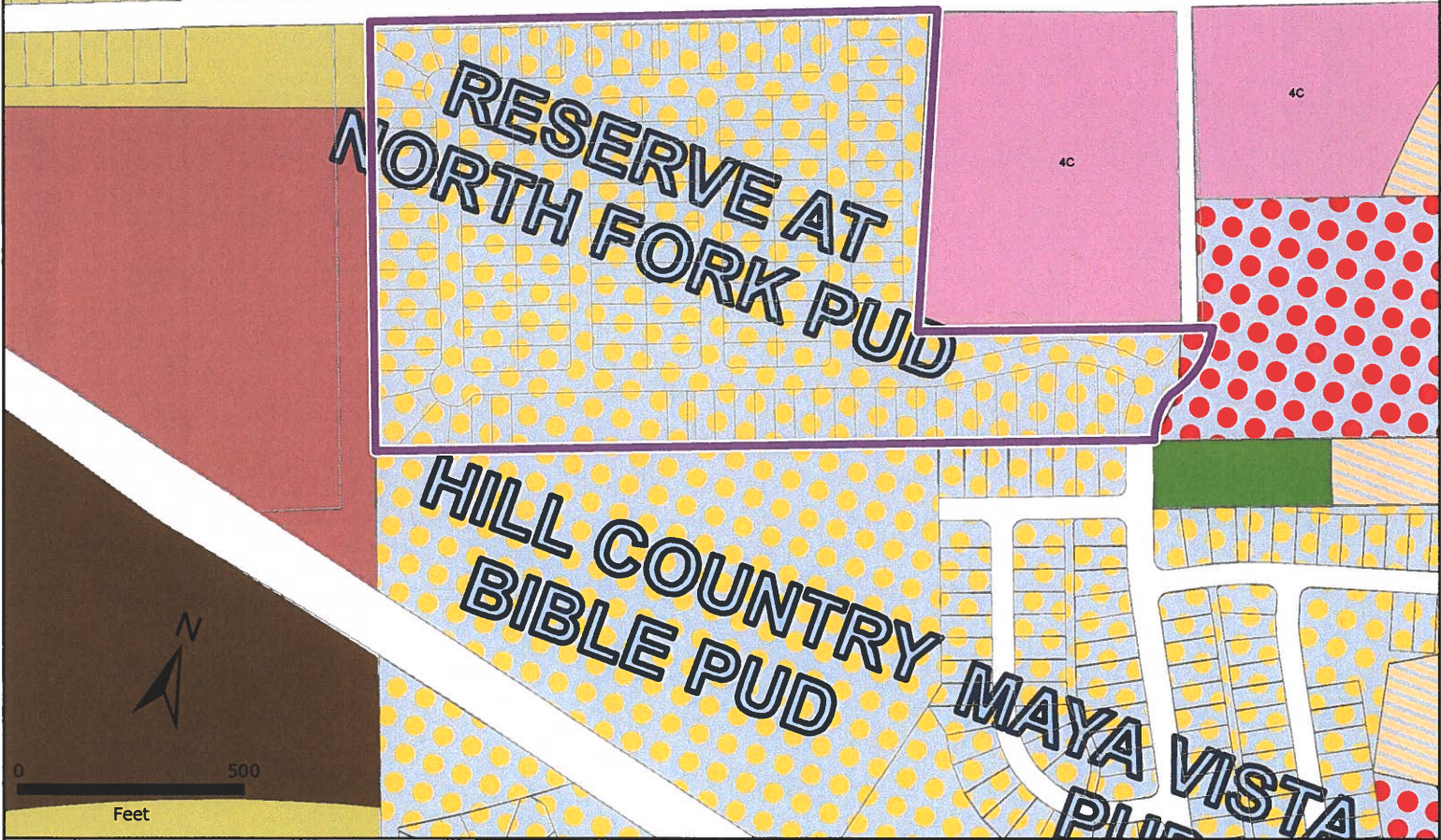
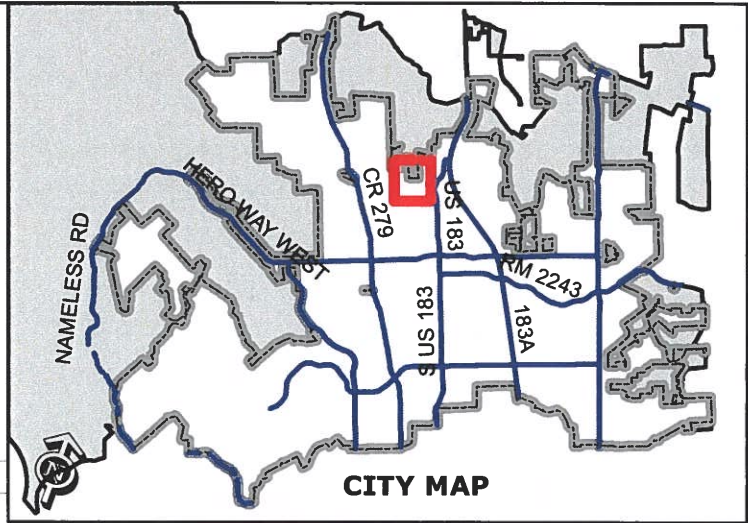
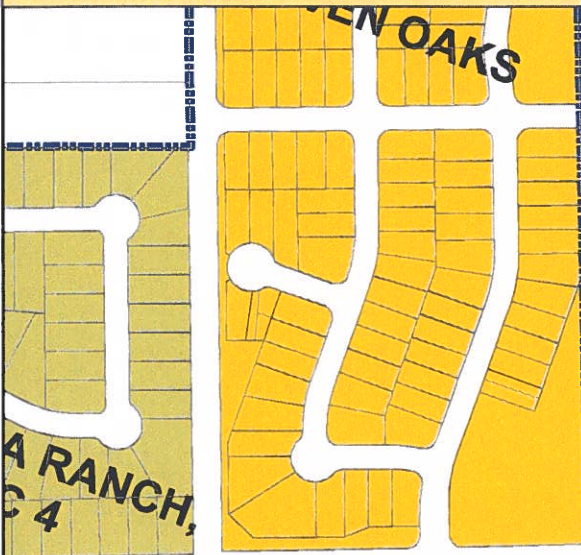
Notary in and for the State of Texas

Name: Christina Colley

My commission expires: May 3, 2025

Initialed: _____

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



SUBDIVISION ACCEPTANCE

Location Map - Reserve at North Fork

Acceptance Area	SFR - Single-Family Rural	LC - Local Commercial	PUD - General Commercial
City Limits	SFU - Single-Family Urban	HC - Heavy Commercial	PUD - Heavy Commercial
	SFC - Single-Family Compact	HI - Heavy Industrial	CD - Conventional Sector
	MF - Multi-Family	PUD - Single-Family	



ADA Assistance

107 Meadow Woods, Kyle TX 78640 (512) 787-3687 Fax (866)268-1810
Email: robert@adaassistance.com Internet: www.adaassistance.com

DATE: December 3, 2021

TO: Michelle Maphet
Pulte Group
9401 Amberglen Blvd Bldg 1 Ste 150
Austin TX 78729

FROM: Robert Ronson, RAS #16

ROBERT RONSON

PROJECT: Reserve at North Fork
401 Heritage Grove
Leander TX

Response letter dated: 12/2/2021

SUBJECT: CORRECTIVE MODIFICATIONS – NO VIOLATIONS

Your submittal regarding the referenced submittal has been reviewed. We are pleased to inform you that all items cited in the inspection report now appear to be in substantial compliance with requirements of the Texas Government Code, Chapter 469. Specifically addressed were pedestrian elements within the scope of the referenced project that was constructed at the time of the inspection. Curb ramps at intersection (shown in blue) and sidewalks (shown in red) along the south side of Heritage Grove, Block A Lots 2, 30 & 54, Block B lots 1 & 12, Block C lot 15, Block D lots 1, 13, 14 & 26, Block E lots 1, 13, 14 & 26, Block F lots 1, 13, 14 & 26, east side of Broade Street. See attached site map.

Please note, this determination does not address the requirements of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other state or federal requirements. For information on the ADA, contact the United States Department of Justice, Civil rights Division at (202)514-0301.

Also note, this project is not subject to review and/or inspection under current state law, therefore this report is advisory in nature only and does not constitute a requirement under the Texas Architectural Barriers Act.

NOTE: The review of documents as contract documents and field inspections by this accessibility specialist for the Texas Department of Licensing and Regulation (TDLR) is based on a best efforts endeavor following instruction and certification by TDLR. Plan review and inspection in no way warrants complete compliance with the Texas Accessibility Standards. The business, the professional, his employees, engineers, and client for whom the review or inspection is made agrees to hold harmless and indemnify this accessibility specialist from and against any liability arising from performance of the work.



January 17, 2022

Attention: Stephen Ashlock
Pulte Group
9401 Amberglen Blvd.
Bldg I, Suite 150
Austin, TX 78729

**RE: *Reserve at North Fork
Engineer's Concurrence Letter
20-PICP-027***

Dear Mr. Ashlock,

On this day, I, the undersigned professional engineer, or my representative, made a visual observation of the above referenced project. No discrepancies in the approved construction plans or deficiencies in construction were visible or brought to my attention. I, therefore, certify that all infrastructure construction/improvements are in substantial conformance with the approved construction plans and all City requirements, including the Subdivision Ordinance and Composite Zoning Ordinance.

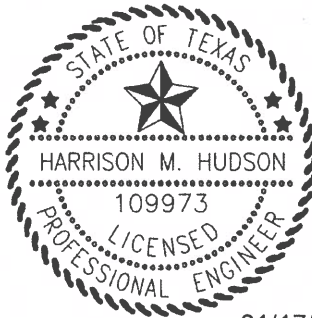
Please contact me at 737-202-3202 if additional information is required.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "H. M. Hudson".

Harrison M. Hudson, P.E.
Project Manager



01/17/2022

MAINTENANCE BOND
Subdivision Improvements

Bond # 178864V

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that JL Gray Construction, Inc.
as Principal, whose address is 408 Fannin Avenue, Round Rock, TX 78664 and
Westfield Insurance Company a Corporation organized under the
laws of the State of Ohio, 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 Three Hundred Forty Five Thousand Four Hundred Eighty and 75/100 Dollars
(\$ 345,480.75) 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 _____
Public Improvements Construction Plans for Reserve at North Fork - Project #: 20-PICP-027 (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 Obligees may do said work and supply such materials, and charge the same against Principal and Surety on this obligation.

The Surety shall notify the Obligees 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 Obligees and compliant with the Obligees' ordinances conditioned to guarantee for the period of one (1) year after the Obligees' 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 Obligees upon demand all loss and expense, including attorneys' fees, incurred by the Obligees 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 13th day of December, 2021.

JL Gray Construction, Inc.
Principal

By: [Signature]

Title: VICE PRESIDENT

Address: 408 Fannin Avenue

Round Rock, TX 78664

Westfield Insurance Company
Surety

By: [Signature]

Title: Jack Nottingham, Attorney-in-Fact

Address: 2255 Ridge Road, Suite 333

Rockwall, TX 75087

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

Jack Nottingham

2255 Ridge Road, Suite 333, Rockwall, TX 75087

(Seal)

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 4220012 14

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
TONY FIERRO, JOHNNY MOSS, JAY JORDAN, MISTIE BECK, JEREMY BARNETT, JADE PORTER, ROBERT G. KANUTH, JARRETT WILLSON, JACK NOTTINGHAM, JOINTLY OR SEVERALLY

of **ROCKWALL** and State of **TX** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this 02nd day of **JANUARY** A.D., 2020.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:

Gary W. Stumper, National Surety Leader and
Senior Executive

State of Ohio
County of Medina ss.:

On this 02nd day of **JANUARY** A.D., 2020, before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Hartford, CT**; that he is **National Surety Leader** and **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 13th day of December A.D., 2021.



Frank A. Carrino, Secretary

**IMPORTANT NOTICE
STATE OF TEXAS
COMPLAINT PROCEDURES**

1. IMPORTANT NOTICE

To obtain information or make a complaint:

2. You may contact your agent.

3. You may call **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company's** toll-free telephone number for information or to make a complaint at:

1-800-243-0210

4. You may also write to **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company** at:

**Attn: Bond Claims
One Park Circle
P O Box 5001
Westfield Center, OH 44251-5001
Fax #330-887-0840**

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

1-800-252-3439

6. You may write to the Texas Department of Insurance, Consumer Protection Section (MC 111-1A):

**P.O. Box 149091
Austin, TX 78714-9091
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov**

7. PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent, **Westfield Insurance Company, Westfield National Insurance Company, or Ohio Farmers Insurance Company** first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8. ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su (title) al (telephone number).

Usted puede llamar al numero de telefono gratis de **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company's** para informacion o para someter una queja al:

1-800-243-0210

Usted tambien puede escribir a **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company**:

**Attn: Bond Claims
One Park Circle
P O Box 5001
Westfield Center, OH 44251-5001
Fax #330-887-0840**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companies, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas, Consumer Protection Section (MC 111-1A):

**P.O. Box 149091
Austin, TX 78714-9091
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov**

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concierne a su prima o a un reclamo, debe comunicarse con el agente, **Westfield Insurance Company, Westfield National Insurance Company, o Ohio Farmers Insurance Company** primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

January 20, 2022

Caleb Fuhrer
City of Leander
201 N. Brushy Street
Leander, Texas 78641

Attn,

The following is the information as applicable to the Final Cost and Quantities, and inspection fee settle up of the Reserve at North Fork Project #20-PICP-027.

Final Plat Legal Name as Recorded: Reserve at North Fork
Name on Approved Construction Documents: Reserve at North Fork Construction Plans, Project #20-PICP-027, City of Leander, Williamson County, Texas.
Name on Bank Bond for Fiscal Posting: _____

Final Cost and Quantities:

Costs Categories	Totals
Streets (includes streetlights)	\$1,376,731
Stormwater/Drainage	\$1,177,072.50
Water	\$475,777
Wastewater	\$425,227

Total = **\$3,454,807.50**

Total Improvements =	\$3,454,807.50
Maintenance Bond (10%) =	\$345,480.75

*Note that this total differs from the final pay application from the contractor as it excludes private electrical work and private gas work. The total for the developer private items is \$883,356.00. These items have been highlighted in red in the final pay application attached for reference.

Inspection fee settle up:

Total Improvements =	\$3,454,807.50
Currently Paid Inspection Fees =	\$ 94,040.56
Inspection Fees (3.5%) =	\$ 120,918.26
Insp. Fee to be paid by developer =	\$ 26,877.70

If you have any questions or require any additional information, please do not hesitate to contact me at 512-782-0602.

Sincerely,



Harrison M. Hudson, P.E.
Project Manager
TBPE F-928



12/9/2021

Attachments: Final Pay Application Reserve at North Fork, and Final Cost and Quantities breakdown

**FINAL BILLS PAID AFFIDAVIT
AND WAIVER OF LIEN**

STATE OF TEXAS
COUNTY OF WILLIAMSON

Date: 12/13/2021

Developer: PulteGroup, Inc.

Contractor/Material
Provider: JLGRAY CONSTRUCTION

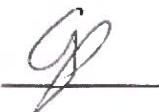
Project: Reserve at North Fork

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

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

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

SUBSCRIBED AND SWORN TO BY Affiant on this 13th day of DEC, 2021.

Initialed: 

AFFIANT:

Signature: _____

Typed Name: _____

Title: _____

[Signature]
Cody Parkinson
Senior Project Manager

STATE OF TEXAS

COUNTY OF WILLIMSON

BEFORE ME the undersigned authority on this day personally appeared Cody Parkinson, 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 13th day of Dec, 2021.

[S E A L]



Notary in and for the State of Texas

Name: _____

My

commission

expires:

03-17-2024

Initialed: _____

[Signature]



7401B Highway 71 West, Suite 160
Austin, TX 78735
Office: 512.583.2600
Fax: 512.583.2601
DoucetEngineers.com

**ENGINEER'S CONCURRENCE LETTER
FOR FINAL INSPECTION AND ENGINEERING RELEASE**

Date: December 20, 2021
Project Name: PAG Leander H1, 19-TOD-PICP-033,
183A Toll Road, Leander, TX
Owner: PAG West, LLC

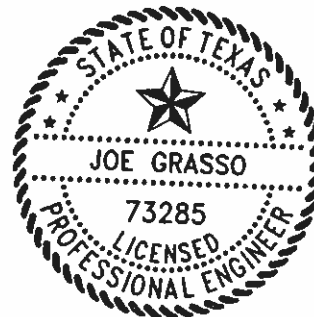
On this day, Engineer or Engineers Representative, made a visual inspection of the above referenced project. We also have visited the site during construction and observed that the site grading and drainage structures were constructed per the approved plans with insignificant deviation. We, therefore, verify the adequate completion of the following items with the exception of those noted below:

All curbs, storm sewers, inlets, pavement, sidewalks, light poles, water, wastewater and similar construction items.

The following items remain to be completed:

1. Final stabilization within the ROW.

By: 
Joe Grasso, P.E., CPESC
Doucet
TBPLS Firm No. 10105800
TBPE Firm No. F-3937





DEMING DESIGNS & ASSOCIATES

Registered Accessibility Specialists
DESIGN • CONSULTATION • PLAN REVIEWS • INSPECTIONS
16222 Crystal Hills Dr. | Austin, TX | 78737

Penske Automotive Group
2555 Telegraph Rd.
Bloomfield Hill, MI 43802

January 10, 2022

Re: TAS Sidewalk Assessment
Leander Honda
9550 183A Toll Road Northbound Service Road and Auto Park Dr.
Leander, TX 78641

Dear Penske Automotive Group,

I performed a TAS Assessment on the following pedestrian routes:

- An accessible route and sidewalk that are located on private property and connect from an accessible building entrance at 9550 183A Toll Road (Leander Honda) to the public sidewalk that is located within the Public Right-of-Way at 9550 183A Toll Road,
- The accessible route that crosses a vehicle driveway, the public sidewalk, and curb ramps that are located within the Public Right-of-Way at 9550 183A Toll Road, and
- The accessible route that crosses a vehicle driveway, two curb ramps, and two public sidewalks located on each side of Auto Park Drive.

To the best of my knowledge and ability, the new pedestrian route including vehicle driveway crossings, concrete sidewalks, and curb ramps appear to be constructed in substantial compliance with the requirements of TAS.

This letter is not a TAS Plan Review Report or TAS Inspection Report. This letter does not release the owner of the property from the requirements of the Texas Administrative Code Rules 68.50 and 68.52. This letter does not address the requirements of the Americans with Disabilities Act or any other state, local, or Federal law or requirement.

If you have any questions regarding these observations, please contact me.

Sincerely,

Joseph Husband
Registered Accessibility Specialist 27
Email: Joseph@LoneStarAccess.com

CC: Tony Godinez, email: godinez@questcontracting.com
Armando Fernandez, email: afernandez@autobuilders.net

MAINTENANCE BOND
Subdivision Improvements

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that PAG West, LLC, a Delaware limited liability company, as Principal, with an address of c/o Penske Automotive Group, Inc., 2555 Telegraph Rd., Bloomfield Hills, MI 48302, and Fidelity and Deposit Company of Maryland, 1400 American Lane, Tower 1, 18th Floor, Schaumburg, IL 60196-1056, a Corporation organized and existing under the laws of the State of Illinois and authorized under the laws of the State of Texas to act as Surety on bonds for PRINCIPAL, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum of Eighty-six thousand, six hundred and sixty dollar and twenty cents (\$86,660.20) 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 PAG Leander H1 – Public Improvement Construction Plans, Project No: 19-TOD-PICP-033 (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, that Obligee may do so or have done all said corrective work and

shall 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 improvements 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 Obligees's ordinances conditioned to guaranteed 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 attorney's fees, incurred by the Obligee by reason 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.

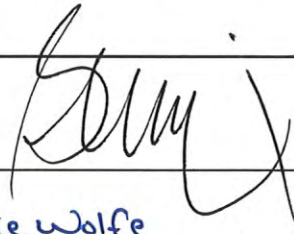
This Bond is a continuing obligation and shall remain in full force and effect until cancelled as provided for herein.

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 hereon.

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have signed and sealed this instrument this 13th day of January, 2022.

PAG West, LLC

Principal

By: 

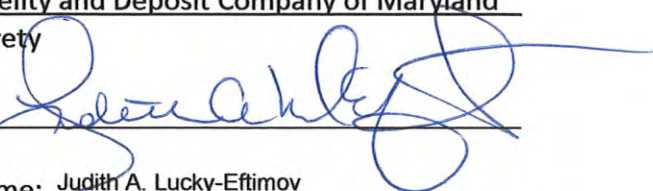
Name: Bernie Wolfe

Title: Chairman

Address: 7015 E. Chauncey Ln.
Phoenix, AZ 85054

Fidelity and Deposit Company of Maryland

Surety

By: 

Name: Judith A. Lucky-Eftimov

Title: Attorney-in-Fact

Address: 1299 Zurich Way

Schaumburg, IL 60196

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

Aon Risk Services, Inc. - Michael J. Herrod

5555 San Felipe, Houston, TX 77056

License Number: 862942

(Seal)

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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Sandra M. WINSTED, Diane M. O'LEARY, Susan A. WELSH, Judith A. LUCKY-EFTIMOV, James B. MCTAGGART, Debra J. DOYLE, Sandra M. NOWAK, Jessica B. DEMPSEY, Christina L. SANDOVAL, Kristin L HANNIGAN and Samantha CHIERICI, all of Chicago, Illinois**, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 8th day of April, A.D. 2020.



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

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 8th day of April, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY, WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 13th day of January, 2022.



Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

COST SUMMARY LETTER

December 20, 2021

Robin M. Griffin, AICP
Executive Director of Development Services
City of Leander
201 N. Brushy Street
Leander, TX 78641

Re: PAG Leander H1 Final Plat
Project No. 19-TOD-PICP-033
Cost Summary Letter

Dear Ms. Griffin,
The following is the information as applicable for final acceptance of this project.

Final Plat Legal Name as Recorded:	PAG Leander H1, Phase 1 Final Plat
Name on Approved Construction Documents:	PAG West, LLC
Name on Bank Bond for Fiscal Posting:	Fidelity and Deposit Company of Maryland

<u>COST CATEGORIES</u>	<u>AMOUNT</u>
1. Streets	\$232,160.00
2. Drainage	\$192,619.00
3. Water	\$301,401.00
4. Wastewater	\$ 60,256.00
5. Streetlights	\$ 14,200.00
6. Landscape Improvements	\$ 55,966.00
TOTAL:	\$866,602.00

Maintenance Bond:

Total Improvements =	\$866,602.00
Maintenance Bond (10%) =	\$ 86,660.20

Inspection Fees:

Total Improvements =	\$866,602.00
Currently Paid Inspection Fees =	\$ 30,353.97
Inspection Fees (3.5%) =	\$ 30,331.07
Remaining Insp. Fees to be Paid =	\$ 0.00

Engineer-of-Record


Joe Grasso, P.E., CPESC
Vice President
Doucet
TBPE Firm #3937



Cc: Geoff Burns, Developer, Penske Automotive Group
Oscar Osejo, Project Manager, Autobuilders

Bid Summary

Leander Honda: Building, On-Site & Off-Site Work
06/25/20

EXHIBIT "A-1"
Schedule of Values



Contractor Name AutoBuilders

Base Bid

Building & On Site

Description	Base Bid	Notes
General Conditions	618,076	
*Please see GC tab for add'l breakdown		
Building Demolition		
Site Demolition		
Earthwork/Grading	369,359	
Erosion Control	12,834	
Underground Utilities	576,098	
Curb & Gutter	74,948	
Asphalt Paving	416,641	
Striping	13,134	
Bollards	41,362	
Site Furnishings		
Site Concrete	681,767	
Site Fencing	161,039	
Landscaping	186,649	
Pavers	62,633	
Landscape Irrigation	73,985	
Building Concrete	488,222	
Precast Planks	92,200	
Masonry	414,202	
Metal decking	-	
Structural & Misc Steel	485,645	
Ornamental Metals / ACM	163,823	
Carpentry	19,402	
Waterproofing	34,482	
Sheetmetal	-	
Roofing	264,500	
Caulking	33,420	
Doors, Frames, Hardware	89,127	
OH Doors/Grilles	21,742	
Rytec Doors	87,918	
Glass & Glazing	236,571	
Automatic Sliding Doors	19,488	
Stucco	130,953	
Steel Studs & Drywall	342,608	
Insulation	33,300	
Tile Work	225,577	
Acoustical Ceiling	54,006	
Carpet	in tile	
Fiberglass Panels	38,920	
Painting & Wallcovering	232,109	
Epoxy / Polished flooring	64,245	
Window Treatments	20,580	
Misc Specialties	70,463	
Roof Screens - ABS Option	76,590	

Misc Bldg Signage (ADA)	910	
Toilet Partitions/Accessories	28,550	
Millwork	By Owner	
Fire Extinguishers	3,474	
Elevators	-	
Fire Sprinklers	75,925	
Plumbing	257,900	
HVAC	280,838	
Electrical / Fire Alarm	896,031	
	-	
Subtotal	8,572,248	
Fee	378,036	
Tax	-	
Building & On Site Total	\$ 8,950,285	

Off-Site Work **PICP**

Description	AutoBuilders	Notes
General Conditions	\$ 61,128	Off-Site GC's
Full Site Work	N/C	
Earthwork/Grading	\$ 93,274	
Erosion Control	\$ 18,898	
Underground Utilities	N/C	
Water	\$ 301,401	
Sanitary	\$ 60,256	
Storm Water	\$ 192,619	
ATMOS Gas	\$ 59,450	N/C
PEC / Telecom / Ligthing	\$ 13,500	14,200
Curb & Gutter	\$ 27,077	
Asphalt Paving	\$ 56,324	
Striping	\$ 2,375	
Site Concrete	\$ 63,110	
Landscaping	\$ 41,428	
Landscape Irrigation	\$ 14,538	
Subtotal	\$ 1,005,378	
Liability Insurance	\$ -	Included in the above GC's
Fee	\$ 44,337	
Tax	\$ N/C	
Off Site Total	\$ 1,049,716	

Building On Site & Off Site Total	\$ 10,000,000	
--	----------------------	--

Proposed Base Schedule:	Insert start date, finish date
-------------------------	--------------------------------

Alternate Adds		
Roof Screens via City Scapes	35V Metal	\$ 94,710.00
Roof Screens via City Scapes	70V ABS	In Base Above



GENERAL CONTRACTING SERVICES, INC.

December 16, 2021

Robin M. Griffin
City of Leander
201 N. Brushy St
Leander, TX 78641

Final Plat Legal Name as Recorded: PAG Leander H1, Phase 1 Final Plat
Name on Approved Construction Documents: PAG West, LLC

Below is the Pay Application Summary requested as part of the close out documentation

Pay Application Summary

Description of Work	Scheduled Value	Work Completed	Balance to Finish
Streets	\$ 242,160.00	\$ 242,160.00	\$ -
Street Lights	\$ 14,200.00	\$ 14,200.00	\$ -
Landscape Improvements	\$ 55,966.00	\$ 55,966.00	\$ -
Drainage	\$ 192,619.00	\$ 192,619.00	\$ -
Wastewater	\$ 60,256.00	\$ 60,256.00	\$ -
Water	\$ 301,401.00	\$ 301,401.00	\$ -
TOTAL	\$ 866,602.00	\$ 866,602.00	\$ -

Our pay applications to PAG West, LLC were for the entire project and these specific amounts are not broken out. The attached pay application has been notated to show which lines include these costs.

Oscar Osejo, Project Manager
AutoBuilders General Contracting Services, Inc.

Nationwide. We deliver.

Florida • Texas • California

5715 Corporate Way • West Palm Beach, FL 33407
561•622•3515 800•378•5946 www.autobuilders.net

**FINAL BILLS PAID AFFIDAVIT
AND WAIVER OF LIEN**

STATE OF TEXAS
COUNTY OF Travis

Date: December 17, 2021

Developer:

Contractor/Material

Provider ("Affiant"): AutoBuilders General Contracting Services, Inc.

Project: Honda of Leander

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

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

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

SUBSCRIBED AND SWORN TO BY Affiant on this 16 day of Dec., 2021.

Initialed: 

Updated 10.20.14

AFFIANT:

Signature: _____

Typed Name: Ramon Horta

Title: Vice President - West Region

STATE OF TEXAS
COUNTY OF Travis

BEFORE ME the undersigned authority on this day personally appeared Ramon Horta, 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 16th day of Dec, 2021.

[S E A L]



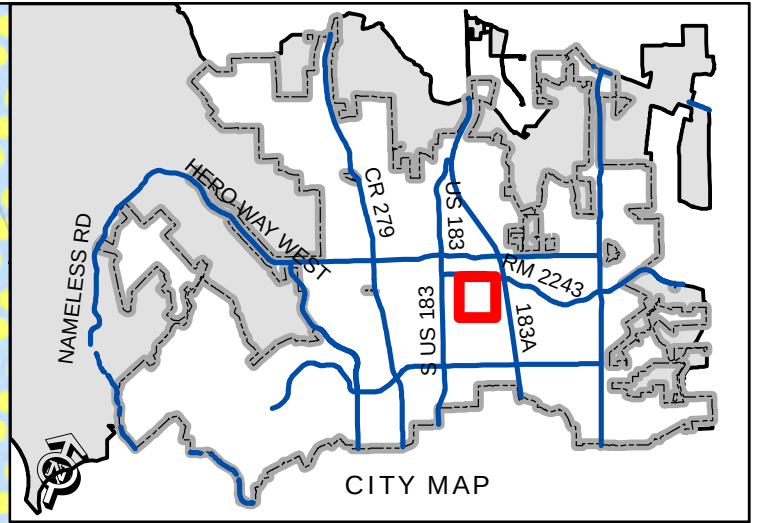
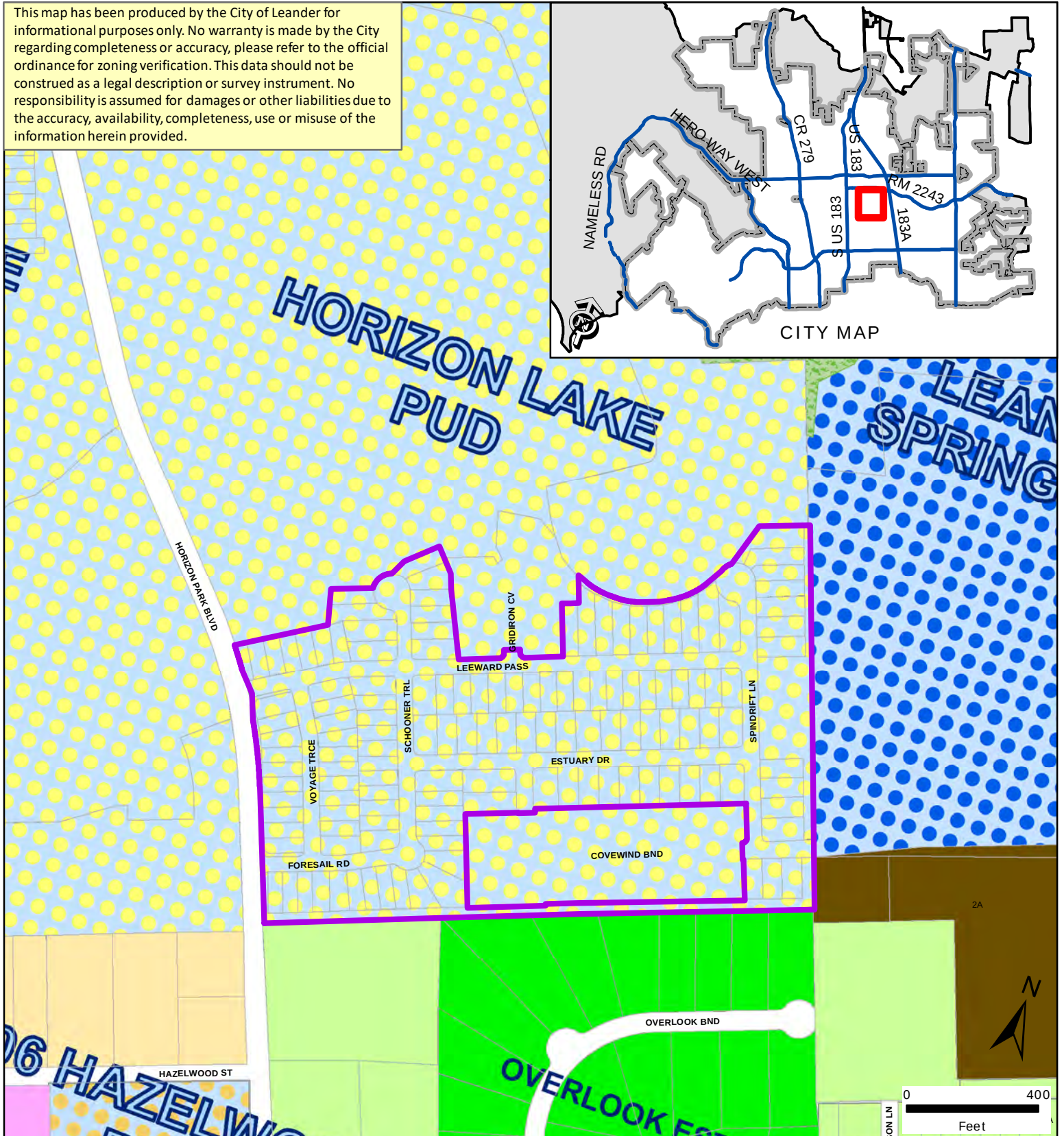
Ireta Angley
Notary in and for the State of Texas

Name: Ireta Angley

My commission expires: 12/7/2024

Initialed: _____

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



SUBDIVISION ACCEPTANCE

Location Map - Horizon Lake Phase 4 Section 1

Acceptance Area	SFE - Single-Family Estate	HC - Heavy Commercial	PUD - Local Commercial
City Limits	SFU - Single-Family Urban	PUD - Single-Family	OS - Open Space
	SFU/MH - Single-Family Urban/Manufactured Home	PUD-CH	CD - Conventional Sector
	MF - Multi-Family	PUD - Mixed Use	

November 15, 2021

Ross Blackketter, P.E.
City of Leander City Engineer
P.O. Box 319
Leander, TX 78646

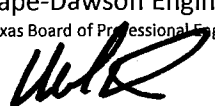
RE: Horizon Lake Phase 4, Section 1- Subdivision Improvements
App. No.: 20-PICP-018
Engineer's Concurrence

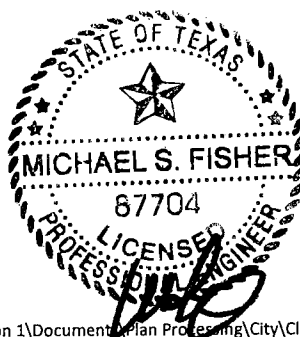
Dear Mr. Blackketter,

This letter is to inform you that I, and/or my designated representative, have made a final visual observation of the above referenced project. I have also visited the site during construction and observed the installation of street, drainage, water, and wastewater improvements. Based on these observations, I hereby certify that these improvements were completed in substantial conformance with the approved plans and specifications.

Please feel free to contact me if you need any additional information or have any further questions.

Sincerely,
Pape-Dawson Engineers, Inc.
Texas Board of Professional Engineers, Firm Registration # 470


Michael Fisher, P.E.
Senior Vice President



H:\Projects\510\95\00\301 Construction Documents\302 Phase 4, Section 1\Document\Plan Processing\City\Closeout\Engineer's Concurrence\HORIZON LAKE PH
4 SEC 1 - ENGINEERS CONCURRENCE.docx



November 12, 2021

Mike Moyer
Taylor Morrison of Texas Inc.
810 Hesters Crossing
Round Rock, Texas 78681

TDLR Project No.: TABS2020022110

PROJECT:

Horizon Lake Phase 4 Section 1
NE Intersection of Hazelwood St & Horizon Park Blv
Leander, TX 78641

CORRECTIVE MODIFICATIONS – NO VIOLATIONS

Dear Mike:

Your submittal regarding the referenced violations pending report has been reviewed. We are pleased to inform you that all items cited in the inspection report appear to be in substantial compliance with requirements of the Texas Government Code, Chapter 469.

These 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 upon receipt of a completed Notice of Substantial Compliance Request Form.

This determination is applicable only to ensuring compliance with Texas Government Code, Chapter 469 and does not address the requirements of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other federal, state, or local requirement. For information on the ADA, call the ADA Hotline, (800) 949-4232 or the United States Department of Justice at (202) 514-0301.

Please reference the TDLR Project Number in all future correspondence pertaining to this project.

Sincerely,

Arturo Pinero, RAS #1551

MAINTENANCE BOND #178857W
Subdivision Improvements

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that JL Gray Construction, Inc.
as Principal, whose address is 408 Fannin Avenue, Round Rock, TX 78664 and
Westfield Insurance Company a Corporation organized under the
laws of the State of Ohio, 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 Four Hundred Forty Five Thousand Eight Hundred Sixty One Dollars and 18/100's
Dollars (\$445,861.18) 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 Horizon Lake Phase 4, Section 1 Public
Improvements Construction Plans (20-PICP-018) (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.

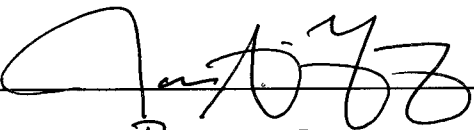
The Surety agrees to pay the Obligee upon demand all loss and expense, including attorneys' fees, incurred by the Obligee by reason of or on account of any breach of this obligation by the Surety. Provided further, that in any legal action be filed upon this bond, venue shall lie in the county where 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 30th day of September, 2021.

JL Gray Construction, Inc.
Principal

By: 
Title: PRESIDENT

Address: 408 Fannin Avenue
Round Rock, TX 78664

Westfield Insurance Company
Surety

By: 
Title: Attorney-in-Fact

Address: 2255 Ridge Road, Ste 333
Rockwall, TX 75087

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

Jack Nottingham
2255 Ridge Road, Ste 333, Rockwall, TX 75087

(Seal)

General
Power
of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
TONY FIERRO, JOHNNY MOSS, JAY JORDAN, MISTIE BECK, JEREMY BARNETT, JADE PORTER, ROBERT G. KANUTH, JARRETT WILLSON, JACK NOTTINGHAM, JOINTLY OR SEVERALLY

of ROCKWALL and State of TX its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 02nd day of JANUARY A.D., 2020.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:

Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 02nd day of JANUARY A.D., 2020, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



State of Ohio
County of Medina ss.:

David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 30th day of September A.D., 2021.



Frank A. Carrino Secretary

Frank A. Carrino, Secretary

**IMPORTANT NOTICE
STATE OF TEXAS
COMPLAINT PROCEDURES**

1. IMPORTANT NOTICE

To obtain information or make a complaint:

2. You may contact your agent.

3. You may call **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company's** toll-free telephone number for information or to make a complaint at:

1-800-243-0210

4. You may also write to **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company** at:

**Attn: Bond Claims
One Park Circle
P O Box 5001
Westfield Center, OH 44251-5001
Fax #330-887-0840**

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

1-800-252-3439

6. You may write to the Texas Department of Insurance, Consumer Protection Section (MC 111-1A):

P.O. Box 149091
Austin, TX 78714-9091
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

7. PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent, **Westfield Insurance Company, Westfield National Insurance Company, or Ohio Farmers Insurance Company** first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8. ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su (title) al (telephone number).

Usted puede llamar al numero de telefono gratis de **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company's** para informacion o para someter una queja al:

1-800-243-0210

Usted tambien puede escribir a **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company**:

**Attn: Bond Claims
One Park Circle
P O Box 5001
Westfield Center, OH 44251-5001
Fax #330-887-0840**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companies, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas, Consumer Protection Section (MC 111-1A):

P.O. Box 149091
Austin, TX 78714-9091
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa conceniente a su prima o a un reclamo, debe comunicarse con el agente, **Westfield Insurance Company, Westfield National Insurance Company, o Ohio Farmers Insurance Company** primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



September 27, 2021

Caleb Fuhrer, E.I.T.
Engineer
201 N. Brushy Street
Leander, Texas 78646

RE: Horizon Lake Phase 4, Section 1
App. No.: 20-PICP-018
Final Cost Certification

Dear Mr. Fuhrer:

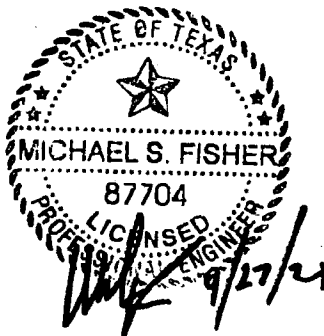
Following is the cost breakdown only for items that will be owned and maintained by the City within the above referenced project:

Streets	(\$1,324,123.25)
Water	(\$854,826.25)
Wastewater	(\$608,123.00)
Drainage	(\$1,671,539.25)
Total	(\$4,458,611.75)

Please call if you have any questions.

Sincerely,
Pape-Dawson Engineers, Inc.
Texas Board of Professional Engineers, Firm Registration # 470


Michael Fisher, P.E.
Senior Vice President



H:\Projects\510\95\00\301 Construction Documents\302 Phase 4, Section 1\Documents\Plan Processing\City\Closeout\Maintenance Bond\210923 Horizon Lake Phase 4, Section 1 - Development Cost Letter.docx

Transportation | Water Resources | Land Development | Surveying | Environmental

telephone: 512-454-8711 address: 10801 NORTH MOPAC EXPRESSWAY, BUILDING 3 - SUITE 200 AUSTIN, TX 78759 website: PAPE-DAWSON.COM

Austin | San Antonio | Houston | Fort Worth | Dallas Texas Engineering Firm #470 Texas Surveying Firm #10028801

**FINAL BILLS PAID AFFIDAVIT
AND WAIVER OF LIEN**

STATE OF TEXAS
COUNTY OF WILLIAMSON

Date: 11/10/2021

Developer: Taylor Morrison of Texas, Inc.

Contractor/Material
Provider ("Affiant"): JL Gray Construction

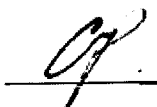
Project: Horizon Lake Phase 4, Section 1 – Public Improvements (20-PICP-018)

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

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

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

SUBSCRIBED AND SWORN TO BY Affiant on this 10th day of November, 2021.

Initialed: 

AFFIANT:

Signature: _____

Typed Name: _____

Title: _____

[Signature]

Cody Parkinson

Senior Project Manager

STATE OF TEXAS

COUNTY OF WILLIAMSON

BEFORE ME the undersigned authority on this day personally appeared Cody Parkinson, 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 10th day of Nov, 2021.

[S E A L]



[Signature]

Notary in and for the State of Texas

Name: Teresa Bortle

My

commission

03-17-2024

expires:

Initialed: _____

[Signature]



EXECUTIVE SUMMARY
02/07/2022

AGENDA SUBJECT:

Approval of an Ordinance allowing the City Engineer or designee, to determine the need for traffic control signage.

BACKGROUND:

The City of Leander is growing rapidly, with a resulting rise in traffic issues. Numerous requests are being submitted for all-way stop control intersections, and other traffic control devices. This ordinance will grant the City Engineer, or designee, to review and evaluate the need for these traffic control devices and cause them to be placed accordingly.

RECOMMENDATION:

Staff recommends approving an ordinance allowing the City Engineer or designee, to determine the need for traffic control signage.

PRESENTER:

Ross E. Blackketter, P.E., City Engineer

Attachments

1. Traffic Device Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AUTHORIZING THE CITY ENGINEER TO CONDUCT STUDIES TO DETERMINE THE NEED FOR TRAFFIC CONTROL DEVICES; AUTHORIZING THE INSTALLATION, PLACEMENT AND ERECTION OF CERTAIN TRAFFIC CONTROL SIGNS AND DEVICES AS NEEDED; MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS

Whereas, the placement, installation, erection and enforcement of traffic control signs and devices on the city streets and at intersections to control, regulate, and direct the travel and operation of motor vehicles and conveyances is essential and necessary to the public safety;

Whereas, the City of Leander, Texas (the "City") has caused traffic control devices and signs to be placed, installed and erected on the City streets;

Whereas, the City has received public comment indicating that there may be a need for additional traffic control devices within City limits; and

Whereas, the City of Leander employs an Engineer whose qualifications and purpose include making assessments regarding the need for, and placement of, traffic control devices.

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. Authority. The City Council hereby authorizes the City Engineer, or their chosen designee, to conduct surveys, studies, and investigations of public streets within the City of Leander for the purpose of identifying intersections which may require the installation or alteration of traffic control signs and devices.

SECTION 3. Traffic Control Signs and Devices. The City Council hereby further authorizes the City Engineer, or their designee, to install and maintain certain traffic control signs or other devices where the installation of such devices is reasonable, necessary, prudent, and required to protect the traveling public and to preserve and protect the public safety of the citizens of the City. All installed signs shall hereafter be maintained and enforced by the City. Authorization granted under this ordinance shall not supersede current City or State of Texas purchasing laws or the authority of Council to alter prima facie speed limits on a city street.

SECTION 4. Severability. If any provision of this ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other

provisions or applications hereof which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

SECTION 5. Effective Date. This ordinance shall take effect immediately from and after its passage and publication in the manner set forth with the provisions of the Local Gov't Code.

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

PASSED AND APPROVED on this 3rd day of February, 2022.

ATTEST:

CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



EXECUTIVE SUMMARY
02/07/2022

AGENDA SUBJECT:

Approval of Amendment No. 2 to the Agreement for Professional Services with BGE, Inc., for supplemental engineering services in the not-to-exceed amount of \$95,500.00, and authorize the City Manager to negotiate and execute all appropriate documentation.

BACKGROUND:

Due to the continued need for engineering staff, and lack of suitable candidates, staff reached out to BGE, Inc. for engineering support in August 2021. BGE provided a proposal to supplement City staff by providing a staff engineer at our location to assist in reviewing plan submissions. The proposal in the amount of \$47,750.00, and the subsequent amendment of the same amount, has since expired.

Staff has been able to hire one (1) full-time employee who started in December. This still leaves vacancies for two (2) engineers on staff, plus an additional opening to replace an engineer who submitted his notice.

Staff, having discussed the need for continued engineering support with BGE, has negotiated that BGE personnel will work from their office three (3) days a week, with two (2) days onsite. Also, BGE will start training an Engineer in Training to perform plan reviews, resulting in reduced expenses for the City of Leander.

BGE has submitted an amendment to the task order in the amount of \$95,500.00 to continue to provide staffing support for engineering plan review. Funding for this contract comes from unspent salaries due to vacancies in the department.

RECOMMENDATION:

Staff recommends approval of the amendment to Task Order BGE-2, increasing the budget by \$95,500.00 to a new total of \$191,000.00, and authorizing the City Manager to negotiate and execute all appropriate documentation.

PRESENTER:

Ross E. Blackketter, P. E., City Engineer

Fiscal Impact

<u>Amount requested:</u>	\$95,500.00
<u>Approved in current budget (Yes / No):</u>	No
<u>Expenditure (New / Amended):</u>	Amended
<u>Recurring or one-time:</u>	One-time
<u>Fund source (Operating / Utility / etc.):</u>	Operating 01-22-5600

Attachments

1. Amendment 2 to Task Order BGE-1
2. Task Order BGE-1

TASK ORDER FOR PROFESSIONAL SERVICES

Amendment 2 to Task Order BGE-1

This Task Order is issued pursuant to that Professional Services Agreement (Agreement) between the City of Leander, Texas (Owner) and BGE, Inc. (Engineer) effective _____, 2022 and constitutes authorization by Owner, for Engineer to proceed with the following described engineering services.

General Engineering Support Services

A. PROJECT DESCRIPTION

The scope of the Agreement is to provide professional engineering services required for Engineer to perform project support for the Owner in an on-call capacity. Professional services may include reviewing submittals for compliance with City codes and criteria; researching, analyzing, and providing technical recommendations; planning; generating plans, specifications and estimates; and providing general consulting services in the areas identified herein.

B. SCOPE OF SERVICES

BGE Inc. will provide design services as described in the attached Scope of Services.

C. DELIVERABLES

BGE Inc. will provide deliverables as described in the attached Scope of Services.

D. BASIS OF COMPENSATION

The total compensation for the General Engineering Support Services shall be based on an hourly rate as defined in the Hourly Rate Table. We propose to perform this work on an hourly basis not to exceed \$95,500.00 without prior authorization. City shall make payments to the Engineer for performing the engineering services described on a monthly billing basis in accordance with monthly statements submitted by the Engineer and approved by the City. Final payment shall be due upon completion of the services described.

E. TIME FOR COMPLETION

The Engineer will work expeditiously to complete the services described herein. Services will be provided on an as-needed basis.

BGE Inc. will begin work as soon as authorized and as services are requested.

APPROVED:

CITY OF LEANDER, TEXAS

By _____

Title: City Manager

Attest _____

Date _____

ACCEPTED:

BGE, INC.

By  _____

Title Vice President _____

Attest _____

Date January 24, 2022 _____

SCOPE OF SERVICES

BGE, Inc. (BGE) will provide staff to support the City of Leander (City) with general engineering services. Specific tasks will include, but are not limited to, the following:

- Review of plat, site development and site plan applications for residential and commercial development to verify compliance with the City's Unified Development Code and other applicable regulatory documents;
- Review of public improvement projects including studies, analyses and construction plans for infrastructure projects (including, but not limited to, water, wastewater, utilities, drainage, traffic and transportation);
- Modeling support for water, wastewater, drainage, and transportation systems to evaluate existing and future developments;
- Preparation of technical memorandums and reports to support requests by the City Engineer;
- Consulting services for the planning, analysis, design or construction administration services of public infrastructure projects.

These services will be provided to the City on an as-needed basis. This can include providing staff to be co-located within the City's Engineering Department offices.

ASSUMPTIONS:

- The Engineer will provide staff support at the City's offices, when requested.
- The Engineer will provide a laptop, computer screens, keyboard, etc. for the staff to be co-located at the City's offices.
- The City will provide access to the City's Engineering Department computer network, as needed.
- Mileage will be compensated as a reimbursable expense at IRS rates for travel to the City offices, project sites etc. Mileage to the City offices based on the distance from the BGE North Austin office.

COMPENSATION

The hourly fee schedule is provided below. All compensation will be on an hourly, not to exceed, basis in accordance with the terms of the Professional Services Agreement.

Professional Staff	Hourly Bill Rate	Example Staff
ENG I (EIT I)	\$105	Layne Perry
ENG II (EIT II)	\$120	Daniel Lacour
ENG III (EIT III)	\$130	Lizzie Wilson
Sr. Engineering Technician	\$135	Shana Dollery, Melody Strozewski
ENG IV (Project Engineer I)	\$145	Brittany Johs-Gori, Niki Lambrou
ENG V (Project Engineer II)	\$160	Thomas Pharr, Ted Schneider
ENG VI (Sr. Engineer I)	\$180	Eren Ulusoy,
ENG VI (Sr. Engineer II, PM)	\$220	Stacey Gould, Greg Calkins, Shawn Spivey
ENG VII (Sr. Engineer III, Sr. PM)	\$240	Francisco Arce, John Colquhoun
ENG VIII (Principal / Director)	\$260	Roman Grijalva, Brian Rice

Note: Billing Rates are subject to adjustments annually in January of each year.

TASK ORDER FOR PROFESSIONAL SERVICES

TASK ORDER NO. 1

This Task Order is issued pursuant to that Professional Services Agreement (Agreement) between the City of Leander, Texas (Owner) and BGE, Inc. (Engineer) effective 8/11, 2021 and constitutes authorization by Owner, for Engineer to proceed with the following described engineering services.

General Engineering Support Services

A. PROJECT DESCRIPTION

The scope of the Agreement is to provide professional engineering services required for Engineer to perform project support for the Owner in an on-call capacity. Professional services may include reviewing submittals for compliance with City codes and criteria; researching, analyzing, and providing technical recommendations; planning; generating plans, specifications and estimates; and providing general consulting services in the areas identified herein.

B. SCOPE OF SERVICES

BGE Inc. will provide design services as described in the attached Scope of Services.

C. DELIVERABLES

BGE Inc. will provide deliverables as described in the attached Scope of Services.

D. BASIS OF COMPENSATION

The total compensation for the General Engineering Support Services shall be based on an hourly rate as defined in the Hourly Rate Table. We propose to perform this work on an hourly basis not to exceed ~~\$50,000.00~~ \$47,700.00 without prior authorization. City shall make payments to the Engineer for performing the engineering services described on a monthly billing basis in accordance with monthly statements submitted by the Engineer and approved by the City. Final payment shall be due upon completion of the services described.

E. TIME FOR COMPLETION

The Engineer will work expeditiously to complete the services described herein. Services will be provided on an as-needed basis.

BGE Inc. will begin work as soon as authorized and as services are requested.

APPROVED:

CITY OF LEANDER, TEXAS

By

Title: City Manager

Attest

Date



Dara Cradler

08.11.2021

ACCEPTED:

BGE, INC.

By

Title Vice President

Attest

Date



Brian D. Rice

August 9, 2021

SCOPE OF SERVICES

BGE, Inc. (BGE) will provide staff to support the City of Leander (City) with general engineering services. Specific tasks will include, but are not limited to, the following:

- Review of plat, site development and site plan applications for residential and commercial development to verify compliance with the City's Unified Development Code and other applicable regulatory documents;
- Review of public improvement projects including studies, analyses and construction plans for infrastructure projects (including, but not limited to, water, wastewater, utilities, drainage, traffic and transportation);
- Modeling support for water, wastewater, drainage, and transportation systems to evaluate existing and future developments;
- Preparation of technical memorandums and reports to support requests by the City Engineer;
- Consulting services for the planning, analysis, design or construction administration services of public infrastructure projects.

These services will be provided to the City on an as-needed basis. This can include providing staff to be co-located within the City's Engineering Department offices.

ASSUMPTIONS:

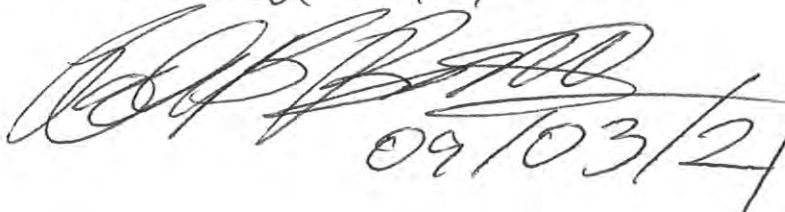
- The Engineer will provide staff support at the City's offices, when requested.
- The Engineer will provide a laptop, computer screens, keyboard, etc. for the staff to be co-located at the City's offices.
- The City will provide access to the City's Engineering Department computer network, as needed.
- Mileage will be compensated as a reimbursable expense at IRS rates for travel to the City offices, project sites etc. Mileage to the City offices based on the distance from the BGE North Austin office.

COMPENSATION

The hourly fee schedule is provided below. All compensation will be on an hourly, not to exceed, basis in accordance with the terms of the Professional Services Agreement.

Professional Staff	Hourly Bill Rate	Example Staff
ENG I (EIT I)	\$105	Layne Perry
ENG II (EIT II)	\$120	Daniel Lacour
ENG III (EIT III)	\$130	Lizzie Wilson
Sr. Engineering Technician	\$135	Shana Dollery, Melody Strozewski
ENG IV (Project Engineer I)	\$145	Brittany Johs-Gori, Niki Lambrou
ENG V (Project Engineer II)	\$160	Thomas Pharr, Ted Schneider
ENG VI (Sr. Engineer I)	\$180	Eren Ulusoy,
ENG VI (Sr. Engineer II, PM)	\$220	Stacey Gould, Greg Calkins, Shawn Spivey
ENG VII (Sr. Engineer III, Sr. PM)	\$240	Francisco Arce, John Colquhoun
ENG VIII (Principal / Director)	\$260	Roman Grijalva, Brian Rice

Note: Billing Rates are subject to adjustments annually in January of each year.

Not to exceed \$47,750⁰⁰

09/03/21



EXECUTIVE SUMMARY
02/07/2022

AGENDA SUBJECT:

Approval to rebid project 21-CIP-001 for the remodeling and improvements to Fire Station No. 2; and authorize the re-advertising of the rebid process.

BACKGROUND:

The remodel and improvements to Fire Station #2 were designed by BRW Architects to add an additional equipment bay and double the size of the sleeping quarters. The project originally bid on July 22, 2021, for which the City received two (2) bids. The lowest qualified bid, including options to increase the size of the dining room and remodel the day room, was \$1,898,500.00, which was \$898,500.00 above the available budget of \$1,000,000.00 at that time. Since we were near the end of the fiscal year 2021, we requested additional funds in the new FY 2022, to meet the low bid. However, after funding was approved and final costs with options confirmed, we were in October. Since we were beyond the required sixty (60)- day deadline of September 22, 2021, for contracting, and most specifically due to the volatile economy and runaway inflation of construction materials, both bidders chose not to extend their bids. This has caused the City to submit the project for re-bid.

RECOMMENDATION:

Staff recommends approval to rebid project 21-CIP-001, with the budget amount of \$2,000,000.00, and authorize the City's General Services to execute the new bidding process.

PRESENTER:

Ross E. Blackkettler, P.E., City Engineer
Prepared by Tony Bettis, PMP, CIP Project Manager

Fiscal Impact

<u>Amount requested:</u>	\$2,000,000.00
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	Amended
<u>Recurring or one-time:</u>	One-time
<u>Fund source (Operating / Utility / etc.):</u>	40-04-8353 CIP

Attachments

1. FS #2 Bid Tab
2. CIP Project Sheet

Bid Tabulation

PROJECT: Leander Fire Station 2 Renovation & Addition

PROJECT NUMBER: 220091.00

OWNER: City of Leander

BIDS DUE DATE: July 22, 2021

AT: 3:00 PM CST

ADDENDA DATES: Addendum 1 - 7/9/2021

Addendum 2 - 7/15/2021

Contractor	STR Constructors	Seidel	
Proposal Bond (Yes / No)	NOT REQUIRED	NOT REQUIRED	
CIQ Form (Yes / No)	Yes	Yes	
Reference Sheet (Yes / No)	Yes	Yes	
Addenda Acknowledgement (2) (Yes / No)	Yes	Yes	
Base Bid	\$ 1,951,700	\$ 1,877,000	
Alternate No. 1 (Add) Dining/Day Room Reno	\$ 5,600	\$ 12,000	
Alternate No. 2 (Add) Expand Dining to Porch	\$ 37,400	\$ 9,500	
Alternate No. 3 (Add) New Flooring	\$ 11,400	\$ 12,000	TOTAL \$ 1,898,500
Alternate No. 4 (Add) Quartz in lieu of Plam - Bathrooms	\$ 1,400	\$ 1,600	
Alternate No. 5 (Add) Upgrade Kitchen Counter to Quartz	\$ 4,500	\$ 16,000	
Alternate No. 6 (Add) Upgrade Exist. Bath. to Quartz	\$ 2,600	\$ 7,500	
Alternate No. 7 (Add) Repaint Exist. Doors & Frames	\$ 23,300	\$ 17,000	
Alternate No. 8 (Add) Upgrade Exist. Bath. Floors	\$ 6,400	\$ 9,000	
Alternate No. 9 (Add) Temporary Housing	\$ 68,600	\$ 115,000	

Note: This is a competitive sealed proposal project. The owner will evaluate and rank each proposal prior to awarding the contract.

Received

300 days
7/22/21 @ 2:49pm

210 days
7/22/21 @ 2:57pm



CITY OF LEANDER CAPITAL IMPROVEMENT PROGRAM

PROJECT ID:	M.16
PROJECT TITLE	Fire Station #2 EMS Station
DEPARTMENT(S)	Fire
PROJECT DESCRIPTION:	
To renovate Fire Station #2 on W. Crystal Falls Parkway to allow for an EMS unit and staff to be station there. This will allow for a second EMS unit to be stationed in Leander. The one EMS unit we have in Leander is only able to respond to half of the calls in the City limits. The other medical calls have EMS units coming from neighboring cities. This project will include design and construction costs to remodel the current station, expansion of a dayroom, dining room, and workspace and 2 or 3 bedrooms if possible based on cost comparison options. The design has been completed and we are soliciting bids for construction.	

Location	1950 Crystal Falls Pkwy		
Limits From/To:	1950 Crystal Falls Pkwy		
Schedule	Start	End	For Non Utility CIP projects - Check all that apply: ☐ Project will also involve the need for NEW City Utility Infrastructure. ☐ Project Cost Estimate Below DOES include cost for new utility infrastructure. ☐ Project Cost Estimate Below DOES NOT include cost for new utility infrastructure.
Design Phase	TBD	TBD	
ROW/Esmt Acq.	TBD	TBD	
Construction	FY22	FY22	

PROJECT NEED/BENEFITS

This addition to Fire Station #2 will provide a facility for Williamson County to support an EMS unit to be housed in this location, decreasing ambulance response time by greater than 10-12 minutes.

PROJECT COSTS	Prior	FY22	FY23	FY24	FY25	FY26	Future	Total
Design Phase	\$ 167,975	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 167,975
Construction	\$ -	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000
Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Inspection/Testing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contingencies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (Land Acquisition)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Estimated Cost	\$ 167,975	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,167,975
Annual O&M Fiscal Impact	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET	Prior	FY22	FY23	FY24	FY25	FY26	Future	Total
Funding Source								
Account No.	Fund							
56-00-4013	Proceeds (CO 2018)	\$ 167,975	\$ 232,025	\$ -	\$ -	\$ -	\$ -	\$ 400,000
40-00-4900	General CIP		\$ 1,767,975					\$ 1,767,975
Total Revenues		\$ 167,975	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -	\$ 2,167,975
EXPENDITURE								
56-01-8353	Fire Station #2/EMS	\$ 167,975	\$ 232,025	\$ -	\$ -	\$ -	\$ -	\$ 400,000
40-04-8353	Fire Station #2/EMS		\$ 1,767,975					\$ 1,767,975
Total Expenditures		\$ 167,975	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -	\$ 2,167,975

Note: All amounts are shown in current dollars



EXECUTIVE SUMMARY
02/07/2022

AGENDA SUBJECT:

Approval of purchase of an excavator for Public Works Department from HOLT CAT in the amount of \$93,672.00 utilizing the BuyBoard Co-Op Contract; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

Funds are budgeted in the Fiscal Year 2022 budget for purchase of one (1) Excavator for Public Works Streets Maintenance Department.

- Excavator - \$93,672.00 - Due to the nation-wide supply chain issues with new vehicles and equipment, staff is recommending that the City take advantage of this opportunity while the vendor has the equipment available.

Local Government Code Sec. 271.012: Cooperative Purchasing Program Participation, provides that a local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services. BuyBoard Contract #601-19 will be used.

RECOMMENDATION:

Staff respectfully requests the approval of purchase of budgeted equipment from HOLT CAT and the BuyBoard Co-op contracts noted.

PRESENTER:

Gina M. Ellison, P.E., Public Works Director

Fiscal Impact

<u>Amount requested:</u>	\$93,672.00
<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>	Vehicle Reserve / 14-21-7100

Attachments

1. Vendor Quote



DATE: November 30, 2021

QUOTE #:291560-01

CITY OF LEANDER
CRISTOBAL MARES

Jeffrey Kell
512.917.3277

PO BOX 319
LEANDER, TEXAS 78646-0319

One (1) New 2022 Caterpillar Inc Model: 307.5 Compact Construction Equipment with all standard equipment in addition to the additional specifications listed below:

SALE PRICE	\$93,672.00
EXT WARRANTY	Included
TOTAL PRICE	\$93,672.00
SUB TOTAL	\$93,672.00
TOTAL SOURCEWELL PURCHASE PRICE	\$93,672.00

Caterpillar 307.5 List Price	\$118,050.00
Sourcewell Discount 20%	[\$23,610.00]
Sales Price	\$94,440.00
Quick Coupler -QC	\$1,307.00
Bucket 24" QC	\$1,580.00
Warranty 60MO/3000HR	\$750.00
Delivery	\$275.00
Holt Discount	[\$4,680.00]
Total Sourcewell Sales Price	\$93,672.00

Delivery(subject to prior Sale)
February/March 2022

Note: Caterpillar had two price increase March 1st and October 1st totaling 7%

WARRANTY

Standard Warranty: 24 Month/2000 Hour Total Machine Limited Warranty
Extended Warranty: 60 MO/3000 HR POWERTRAIN + HYDRAULICS + TECH

NOTES

Sourcewell Contract #032119-Cat

MACHINE SPECIFICATIONS**STOCK NUMBER: HLK046605****SERIAL NUMBER: 0GW702797**

DESCRIPTION	REF.#
307.5 07A MHE CFG14A	562-1268
DRAIN, ECOLOGY	382-8757
BELT, SEAT, 3" RETRACTABLE	510-6085
ALARM, TRAVEL	511-6157
INTEGRATED RADIO	511-6219
ELECTRICAL ARR, C2.4 HRC	511-6247
307.5 07A STD MINI EXCAVATOR	512-1398
BOOM, FIXED	512-2571
LINKAGE BUCKET W/ LIFTING EYE	521-7590
ENGINE, EU STAGE V	523-9008
SOFTWARE, PROPORTIONAL CONTROL	557-1709
SOFTWARE, STICK STEER CONTROL	557-1710
SOFTWARE, 2 WAY CONTROL	557-1711
SOFTWARE, CODED START	557-1713
FILM, COUPLER, ISO	555-8731
LANE 3 ORDER	0P-9003
STICK, LONG	562-9470
LINES, BOOM	514-8053
LINES, STICK	514-8066
STD BLADE AND TRACK W/PADS	562-4371
LIGHTS, LED	522-6472
SEAT, AIR SUSP, FABRIC	510-6086
MONITOR NG, ADVANCED LITE	522-6475
PRODUCT LINK, CELLULAR PLE643	557-5123
CAMERA, REAR VIEW	522-6469
CAT KEY, WITH PASSCODE OPTION	522-6460
COUNTERWEIGHT, EXTRA	582-6840
INSTRUCTIONS, ANSI	523-3990
INSTRUCTIONS, ENGLISH	0P-3380
LIGHT, REAR, LED	511-6211
SHIPPING/STORAGE PROTECTION	0P-2266
PACKING, LAST MILE PROGRAM	0P-4299

STANDARD EQUIPMENT

POWERTRAIN

CAT C2.4B diesel engine
US EPA Tier 4 Final/EU Stage V/
China NR III
Electronic engine, turbo, DPF
Automatic engine idle
Automatic engine shut-off

Automatic swing brake
Automatic two speed travel
Fuel water separator with indicator
Radial seal - double element air filter
Extended life coolant - 37C

UNDERCARRIAGE

Greased and lubricated track
Hydraulic track adjusters

Tie down eyes on track frame

HYDRAULICS

Smart tech electronic pump
Variable displacement piston pump
Load sensing/flow sharing hydraulics
Power on demand

Hydraulic temperature monitoring
Accumulator - certified
Hydro advanced hydraulic oil

ELECTRICAL

12 volt electrical system
90 ampere alternator
850 CCA maintenance free battery
Circuit breaker

Ignition key stop switch
Signaling/warning horn
Product Link Elite Lite
(regulations apply)

OPERATOR ENVIRONMENT

Sealed and pressurized cab
Operator sound pressure 72 dB(A)
ISO 6396
Stick steer mode
Travel cruise control
Adjustable wrestrests
Molded footrests
Removable, washable floor mat
Travel pedals and hand levers
CAT key with passcode option
HVAC with automatic temperature control
Hydraulic lockout controls
Integrated lower front window
Assisted front window overhead storage
Rear window emergency exit
Seat - fabric, high back, suspension
Retractable seat belt, 75mm(3")
Coat hook
Cup holder

LED interior light
Literature holder
12V power socket
Radio - bluetooth, USB, aux, mic
Skylight
Mounting bosses for top and front guards
ROPS - ISO 12117-2
TOPS - ISO 12117
Top guard - ISO 10262 (Level II)
Color LCD monitor includes:
-Fuel level and coolant temp gauges
-Maintenance and machine monitoring
-Performance and machine adjustments
-Numeric security code
-Multiple languages
-Camera option
-Hour meter with wake up switch
-Jog dial control interface



EXECUTIVE SUMMARY
02/07/2022

AGENDA SUBJECT:

Approval of the extension of the application expiration for Subdivision Case 20-FP-020 Lost Woods Preserve Ph 3 Final Plat; more particularly described by Williamson Central Appraisal District Parcels R031574 and R031570; generally located to the southwest of the intersection of Journey Parkway and CR 175, Leander, Williamson County, Texas.

BACKGROUND:

This request is for an extension of the expiration date of the Lost Woods Preserve final plat. Article II, Section 24 (g) includes the following provisions.

g. Application Expiration.

1. The Final Plat application shall expire nine (9) months after the date that all initial staff review comments from all reviewing departments have been issued on the application if the final plat is not approved due to the applicant's failure to cause the application to comply with applicable city regulations.
2. The Planning Department may grant one six (6) month extension if the applicant can show substantial progress in obtaining approval of the final plat. Substantial progress shall consist of, at a minimum, a resubmission of the final plat and all relevant materials by the applicant that address all initial staff review comments from all reviewing departments.

HISTORY/TIMELINE:

10/23/2020 - Final Plat Application Expired, Staff Extension Granted
07/23/2021 - Final Plat Application Staff Extension Expired

APPLICANT/AGENT:

Randall Jones & Associates Engineering, LLC

RECOMMENDATION:

The Subdivision Ordinance includes timelines for application approvals. The timeline/history section of this summary above includes the key dates for this request. The final plat application expires nine (9) months after the first review comment letter for the final plat is sent to the applicant.

Staff recommends approval of an additional six (6)- month extension. Approving this extension would grant an extension to July 30, 2022 and will allow the developer to finalize the plat requirements and schedule the plat for review by the Planning & Zoning Commission.

PRESENTER:

Robin M. Griffin, AICP, Executive Director of Development Services

Attachments

1. Extension Request Letter
2. Location Exhibit

3. Ordinance



RANDALL JONES & ASSOCIATES
ENGINEERING, LLC

2900 JAZZ STREET • ROUND ROCK, TEXAS 78664

January 24, 2022

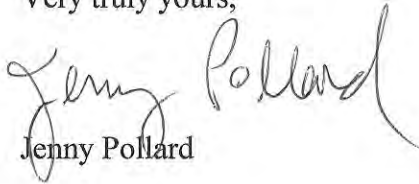
Robin Griffin
City of Leander
201 N. Brushy St.
Leander, TX 78641

RE: Lost Woods Preserve Phase 3 (20-FP-20) – Final Plat Application Extension Request
RJE Job# 2851

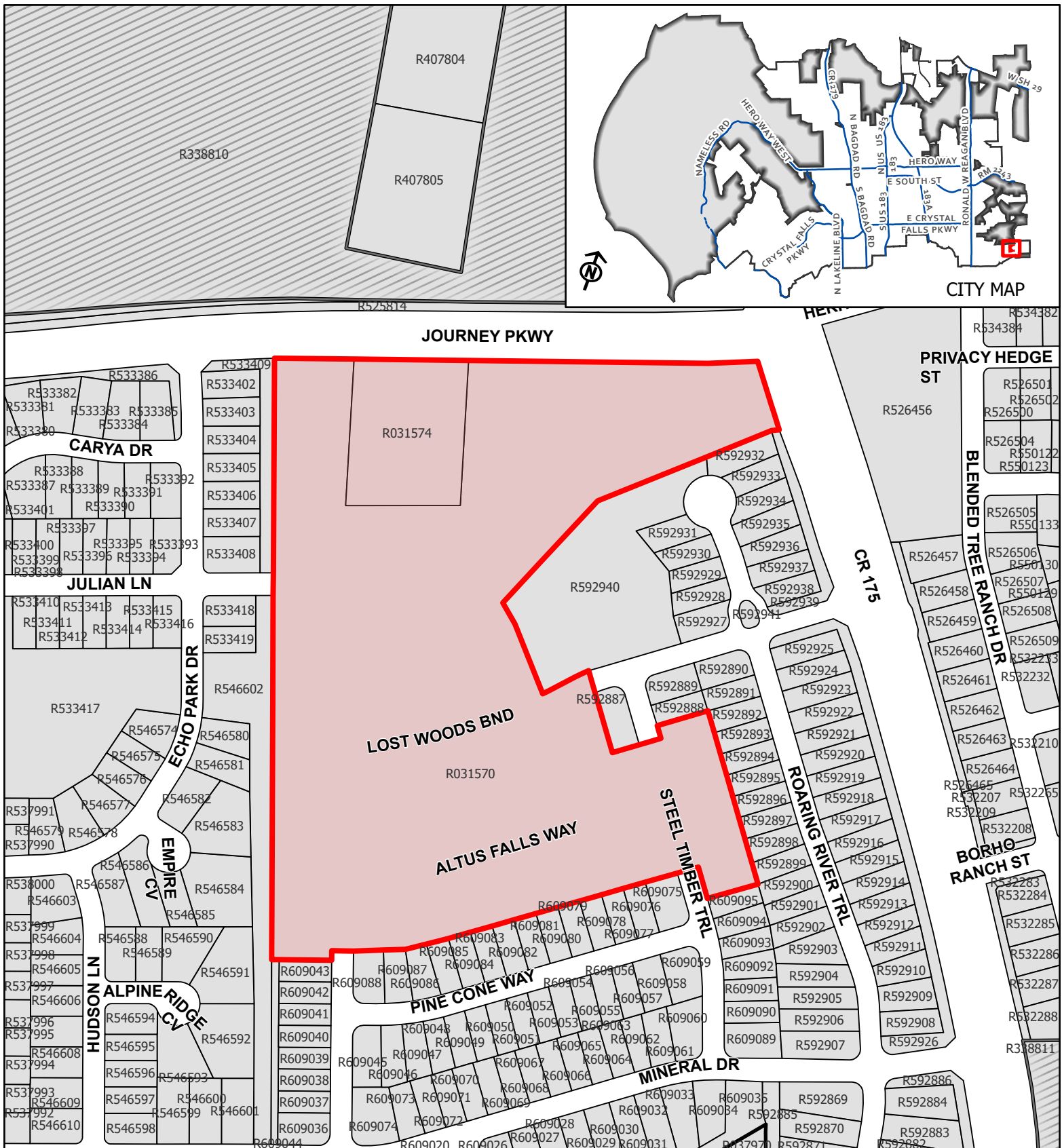
Dear Ms. Griffin,

It is our understanding that the final plat application for the referenced project will soon expire. Therefore, please accept our request, on behalf of the owner, for an additional six-month extension on the final plat application for the above referenced project. Construction plans for this section are in the process of receiving City approval signatures, and once we have those approvals, our office can move forward with the final plat recordation submittal package. Thank you for your consideration in this matter. Please do not hesitate to contact this office if you have any questions or comments.

Very truly yours,


Jenny Pollard

T: fpext2



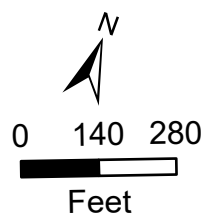
CASE: 20-FP-020

ATTACHMENT #2

Lost Woods Preserve
Ph 3

Site Location 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.



- Subject Area
- Leander City Limits
- Leander ETJ

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS
GRANTING AN EXTENSION OF THE EXPIRATION OF THE
FINAL PLAT APPLICATION FOR THE LOST WOODS
PRESERVE PH 3 SUBDIVISION.**

WHEREAS, Section 24 (g) (1) of the City's Subdivision Ordinance provides that the final plat application expires nine (9) months after the date that all initial staff review comments from all reviewing departments have been issued on the application if the final plat are not approved due to the applicant's failure to cause the application to comply with applicable city regulations;

WHEREAS, Section 24 (g) (2) of the City's Subdivision Ordinance provides that the Planning Department may grant one six (6) month extension if the applicant can show substantial progress in obtaining approval of the final plat;

WHEREAS, the Planning Department granted one six (6) month extension for the Valley Vista Center final plat application (the "Final Plat Application") which expired on or about July 23, 2021;

WHEREAS, the City Council of the City of Leander, Texas (the "City") finds that there is good reason to grant an extension of the expiration date for the Final Plat Application because the applicant is actively working to address the final plat comments and move forward with final plat within a reasonable timeframe;

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

SECTION 1. Findings of Fact. The forgoing recitals are incorporated into this Ordinance as true and correct findings of fact.

SECTION 2. Extension Granted. The City hereby grants an extension of the expiration date for the Final Plat Application to July 23, 2022. In the event that the Final Plat Application is not approved by the Planning and Zoning Commission on or before July 23, 2022, the Final Plat Application shall expire.

SECTION 3. Effective Date. This Ordinance shall take effect immediately from and after its passage in accordance with the City Charter.

SECTION 4. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance was considered 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 of the Texas Government Code.

PASSED AND APPROVED on this the 3rd day of February, 2022.

THE CITY OF LEANDER, TEXAS

ATTEST:

Christine DeLisle, Mayor

Dara Crabtree, City Secretary



EXECUTIVE SUMMARY
02/07/2022

AGENDA SUBJECT:

Receive a presentation and consider acceptance of the study conducted by Kimley-Horn regarding the Hero Way and Ronald Reagan Boulevard intersection.

BACKGROUND:

Based on direction from City Council, staff approved a proposal from Kimley-Horn to study possible traffic control measures for the intersection of Hero Way and Ronald Reagan Boulevard.

RECOMMENDATION:

Discuss the results of the Hero Way and Ronald Reagan Intersection study, and provide guidance for City staff.

PRESENTER:

Ross E. Blackketter, P. E., City Engineer

Attachments

1. Traffic Presentation
2. Memo from Kimley-Horn



City Council Regular Meeting
Hero Way at Ronald Reagan Traffic Study

Kimley»Horn

February 3, 2022

Study Overview

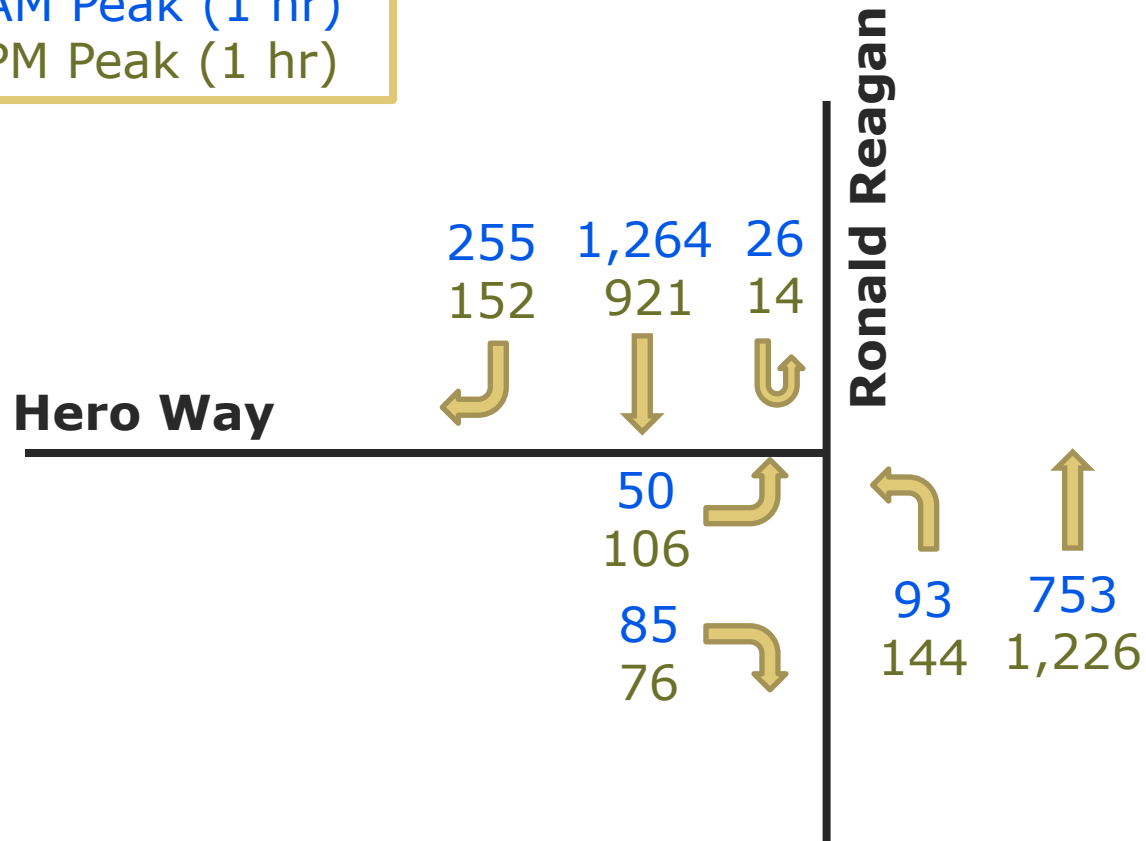
- Traffic signal warranted at Hero Way and Ronald Reagan based on prior engineering study by City
- Study looks at alternative traffic control solutions (3) to weigh cost and benefit (safety and delay)

Traffic Data

Legend

255 – AM Peak (1 hr)

152 – PM Peak (1 hr)



Safety Data

- Data collected from TxDOT Crash Records
- Reviewed crashes for last 3 years (2019 – 2021)

Crash Severity	2019	2020	2021	Grand Total
K - FATALITY	1			1
A - SUSPECTED SERIOUS INJURY				0
B - SUSPECTED MINOR INJURY	6	1	2	9
C - POSSIBLE INJURY	1	2	4	7
N - NOT INJURED	7	5	8	20
Grand Total	15	8	14	37



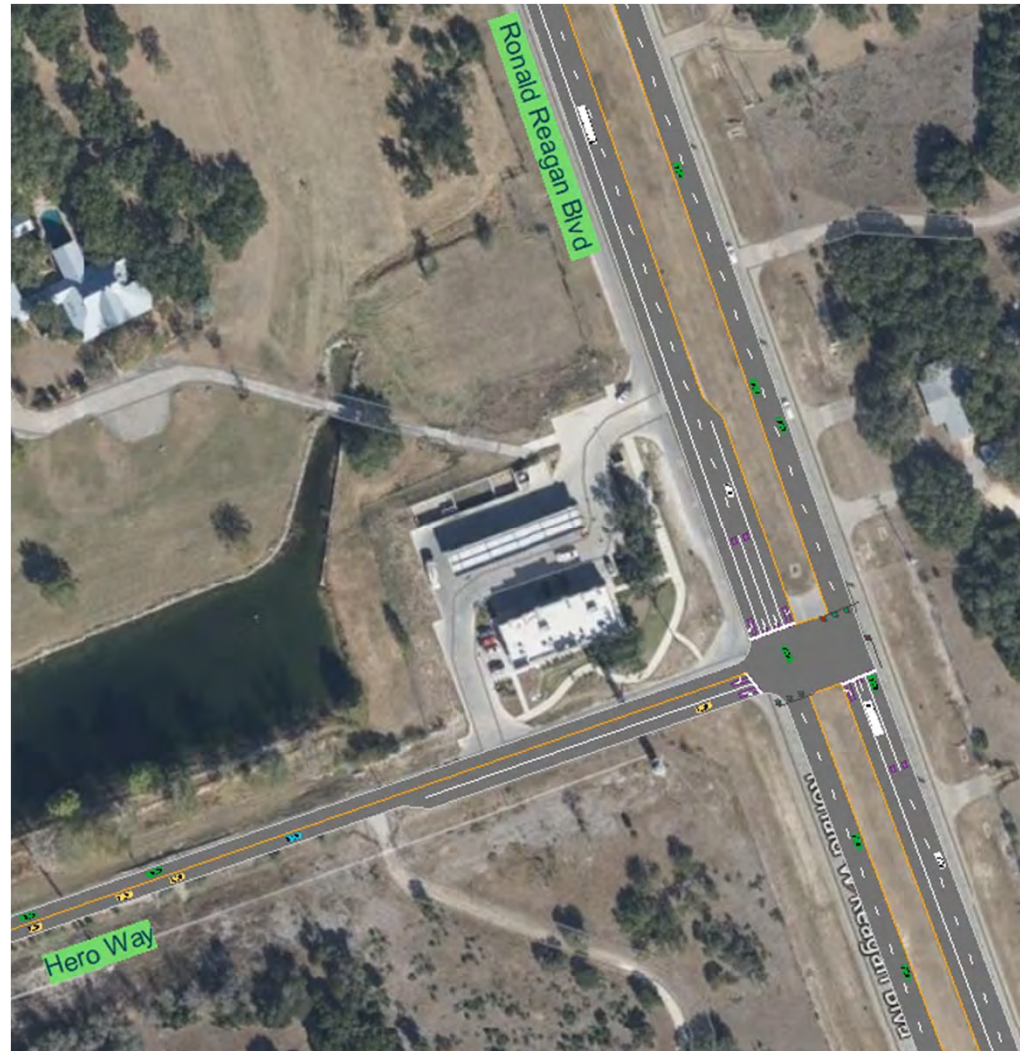
ALTERNATIVES ANALYSIS

Traffic Signal – Alternative 1

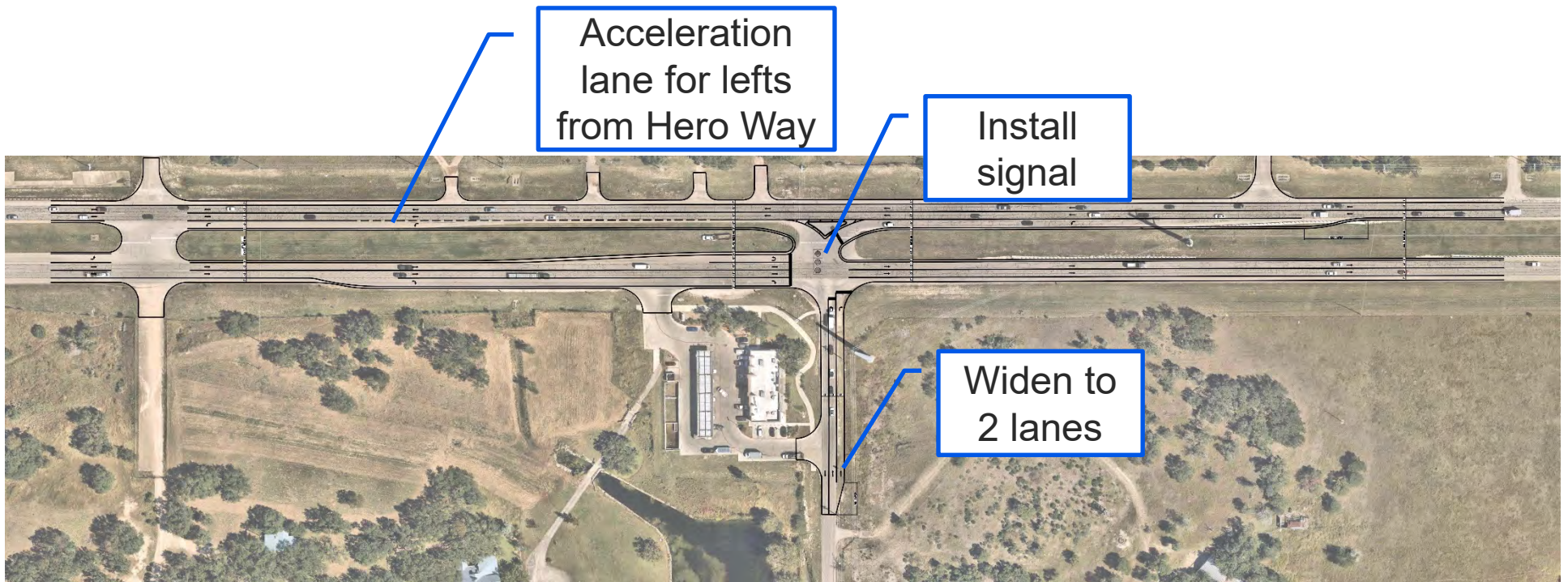


- Signal for all 3 approaches
- Mitigates left turn crashes at intersection if protected lefts only

Traffic Signal – Alternative 1

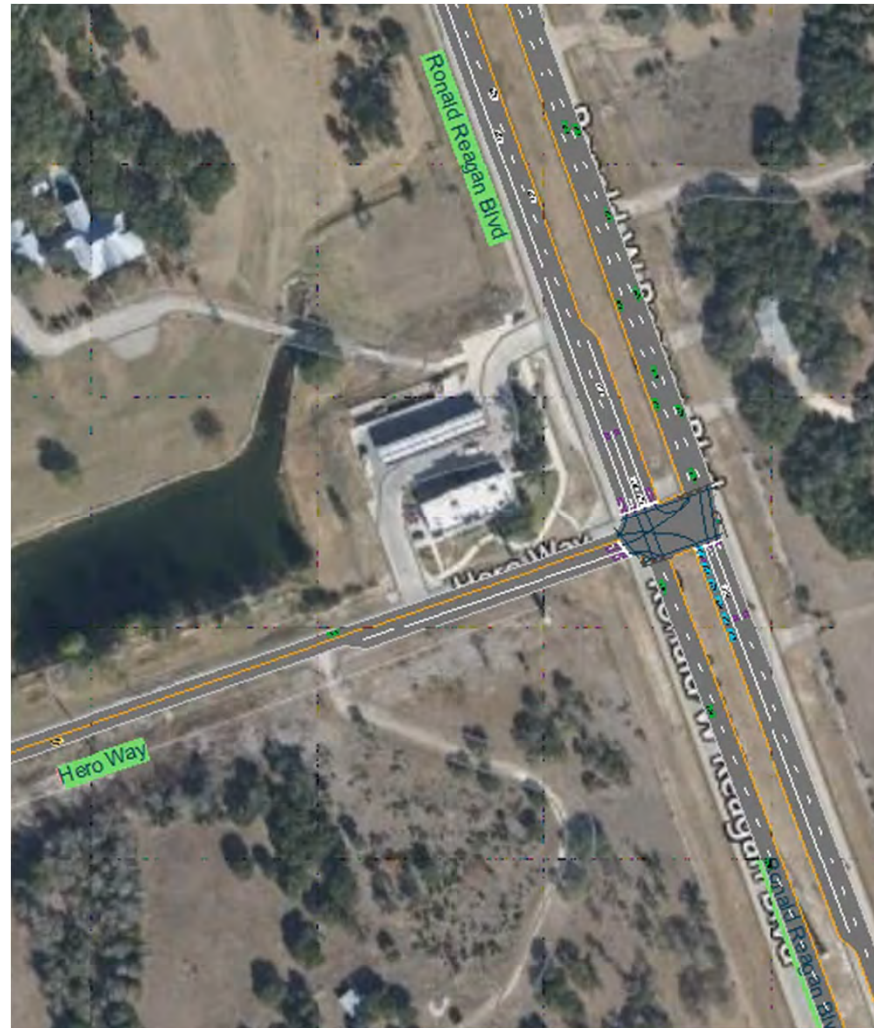


Continuous Green “Tee” – Alt 2

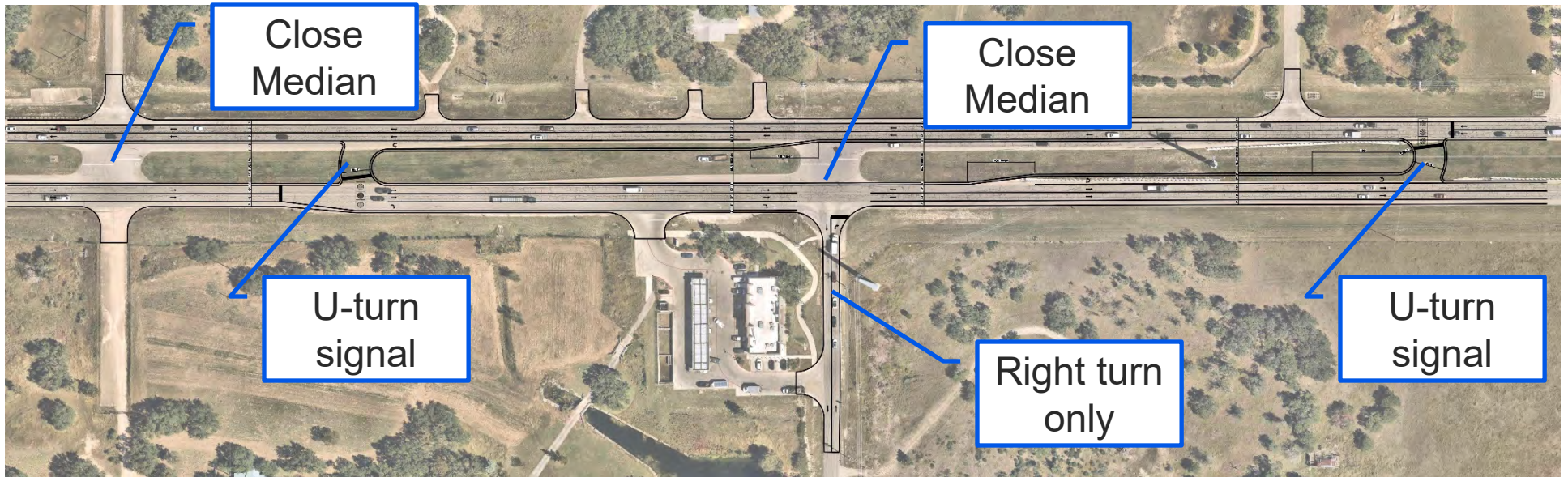


- Northbound traffic on Ronald Reagan does not stop, hence “Continuous Green Tee”
- Not as safe as Alt 1, but less delay

Continuous Green “Tee” – Alt 2

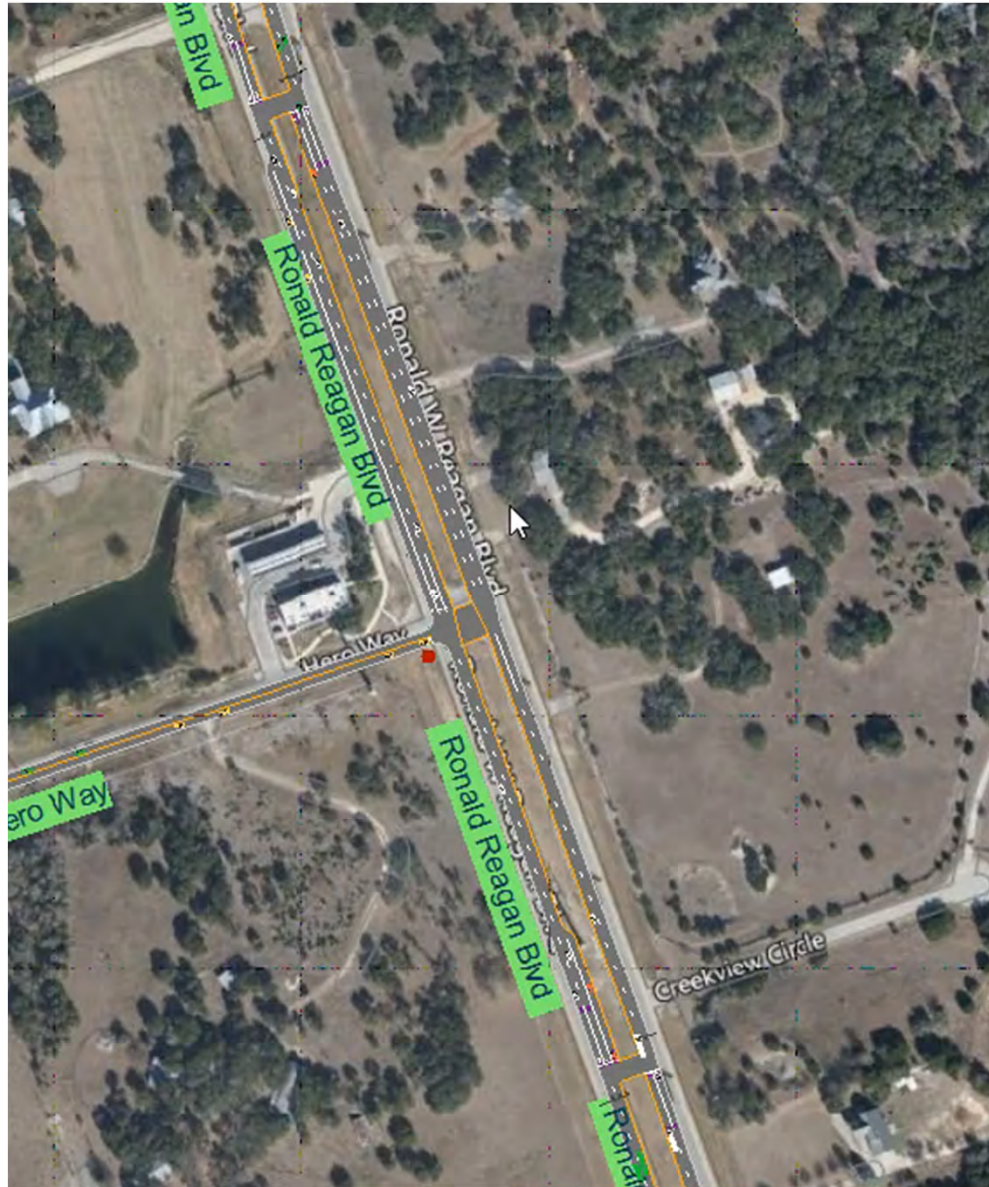


Michigan Lefts – Alternative 3



- Safest option
- Increases travel times and delay to turning traffic, but also stops traffic on Ronald Reagan

Michigan Lefts – Alternative 3





COST BENEFIT ANALYSIS

Planning Level Costs

	Alt 1	Alt 2	Alt 3
Median Demo & Restoration	\$ -	\$ 10,000	\$ 266,000
New Pavement	\$ 117,000	\$ 398,000	\$ 492,000
Striping	\$ 26,000	\$ 27,000	\$ 32,000
Concrete Median	\$ -	\$ 7,000	\$ -
Guardrail	\$ -	\$ 11,000	\$ 26,000
Traffic Signals	\$ 400,000	\$ 400,000	\$ 800,000
Total	\$ 543,000	\$ 853,000	\$ 1,616,000

Benefits Calculation

- *Based on Transportation Master Plan*
 - Currently significant delays for eastbound vehicles on Hero Way (several minutes to wait for a left turn based on analysis)
 - Delay benefit is calculated over 20 year period based on delay savings and value of time
 - Gas benefit is calculated based on fuel saved over the same 20 year period
 - Crash benefit calculated based on anticipated reduction in crashes
- 

Report Card Results

Hero Way at Ronald Reagan			
Criteria	Alt 1	Alt 2	Alt 3
Intersection Delay (Worst Peak)	33.3	18.4	18.3
Intersection LOS (Worst Peak)	B	B	A
Average Turn Lane Queues (FT)	161	122	59
Collision Index Score	1117	1117	1117
Collision Cost (\$)	\$ 7,575,000	\$ 7,575,000	\$ 7,575,000
ROW Impact Score	5	4	3
Utility Impact Score	4	3	2
Other Impact Score	4	3	2
Drainage Impact Score	4	3	2
Cost	\$ 543,000	\$ 853,000	\$ 1,616,000
Delay Savings Benefit (\$)	\$ 230,000	\$ 44,000	\$ 274,000
Collision Savings Benefit (\$)	\$1,515,000	\$757,500	\$3,787,500
Benefit Cost Ratio	3.2	0.9	2.5
Composite Score	57	41	47



RECOMMENDATION

Recommendation

Construct a traditional traffic signal

- Balance of savings benefits and delay benefits
- Least challenging to implement and least chance of utility conflicts or changes to access
- Highest cost-benefit ratio





QUESTIONS?

TECHNICAL REPORT

DATE: January 28, 2022

FROM: R. Jake Gutekunst, P.E., AICP

JOB NUMBER: 064553107

RE: Hero Way at Ronald Reagan
Task 4 Deliverable
Conceptual Analysis of Traffic Conditions



Executive Summary

This report documents the results of a study of the intersection of Hero Way at Ronald Reagan in the City of Leander, Texas. A previous engineering study found that the intersection meets warrants for a traffic signal, and this report explores both installing a traditional traffic signal as well as alternative improvements.

This report contains recommendations related to potential intersection improvements to address congestion and crashes with intersection level costs. Alternative scenarios are analyzed for performance, with benefits calculated and a report card style format comparing alternatives based on a methodology established in the Transportation Master Plan (TMP) for Intersection Control Evaluation (ICE).

Based on the findings of this report, it is **recommended that the City proceed with installation of a traffic signal** to control existing approaches of Hero Way and Ronald Reagan Boulevard to improve delay for traffic turning from Hero Way and mitigate crashes involving left turns.

EXISTING CONDITIONS (2022)

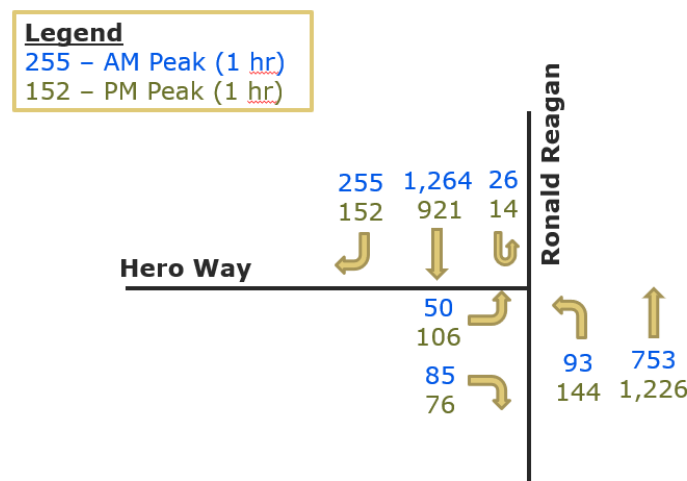
INTERSECTION CHARACTERISTICS

Hero Way runs in a general east-west direction with one lane of traffic in each direction. The posted speed limit is 30 MPH with the edge-to-edge pavement width being on average 22'. Ronald Reagan Boulevard runs in a general north-south direction and is divided by a 45' grass median. Ronald Reagan Boulevard has two lanes of travel in each direction with shoulders and deceleration lanes for making the southbound u-turn, southbound right, and northbound left turns. It has a posted speed limit of 50 MPH in the vicinity of Hero Way.

EXISTING TRAFFIC DATA

Existing traffic counts were gathered by Quality Counts on Thursday, January 6, 2022 for the AM and PM peak periods. School was in session and no extraneous or unusual events or incidents were occurring in the area at the time counts were collected. The AM peak was determined to be between 7 AM and 8 AM. The PM peak was determined to be between 4 PM and 5 PM. Turning moving counts and all relevant count information can be found in **Appendix A**. Count distributions can be seen below in **Figure 1**.

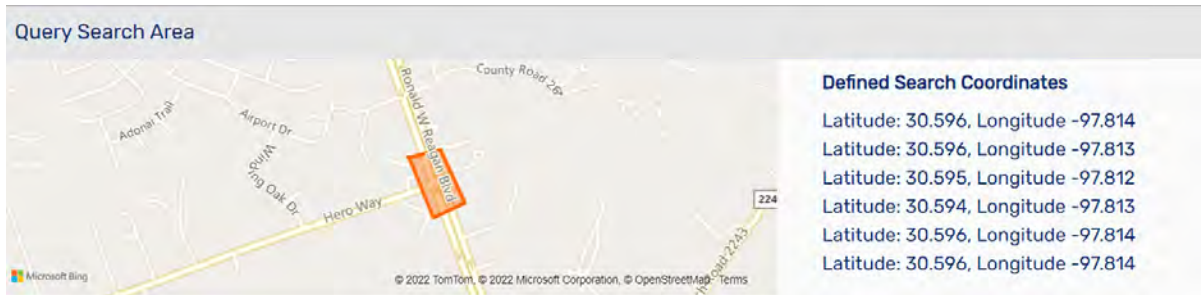
Figure 1 – AM and PM Peak Turning Movement Counts



CRASH HISTORY

Crash data was collected from the TxDOT Crash Reporting Information System (CRIS) from January 2019 to December 2021. Data was collected within the limits shown in **Figure 2** of Hero Way and Ronald Reagan Boulevard. A total of 37 crashes were reported along the corridor during this period.

Figure 2 – CRIS Crash Query Area



The frequency of crashes is shown in **Table 1** below.

Table 1 – Crashes Per Year

Year	Crashes
2019	15
2020	8
2021	14
TOTAL	37

The frequency of crashes by manner of collision is presented in **Table 2**. The frequency of crashes by contributing factors is presented in **Table 3**. The frequency of crashes by severity is presented in **Table 4**.

Table 2 – Crash Types by Year 2019 – 2021

Manner of Collision	2019	2020	2021	Grand Total
ANGLE - BOTH GOING STRAIGHT	4	5	5	14
ANGLE - ONE LEFT TURN-ONE STOPPED	1		1	2
ANGLE - ONE STRAIGHT-ONE LEFT TURN	5	1	2	8
ANGLE - ONE STRAIGHT-ONE RIGHT TURN	1	1	1	3
ONE MOTOR VEHICLE - GOING STRAIGHT			1	1
ONE MOTOR VEHICLE - TURNING LEFT	1			1
OPPOSITE DIRECTION - BOTH GOING STRAIGHT		1		1
OPPOSITE DIRECTION - ONE STRAIGHT-ONE LEFT TURN	1		4	5
SAME DIRECTION - BOTH GOING STRAIGHT-SIDESWIPE	1			1
SAME DIRECTION - ONE STRAIGHT-ONE STOPPED	1			1
Grand Total	15	8	14	37

Table 3 – Crash Contributing Factors by Year 2019 – 2021

Contributing Factor	2019	2020	2021
CHANGED LANE WHEN UNSAFE	1		
DRIVER INATTENTION	2	2	
FAILED TO CONTROL SPEED			3
FAILED TO GIVE HALF OF ROADWAY; TURNED WHEN UNSAFE			1
FAILED TO YIELD RIGHT OF WAY - OPEN INTERSECTION	1		
FAILED TO YIELD RIGHT OF WAY - PRIVATE DRIVE	1		
FAILED TO YIELD RIGHT OF WAY - STOP SIGN	5	3	5
FAILED TO YIELD RIGHT OF WAY - TURNING LEFT	4	1	3
FAILED TO YIELD RIGHT OF WAY - YIELD SIGN			2
NONE	1	1	
TURNED IMPROPERLY - WIDE RIGHT		1	

Table 4 – Crash Severity by Year 2019 – 2021

Crash Severity	2019	2020	2021	Grand Total
99 - UNKNOWN				0
K - FATALITY	1			1
A - SUSPECTED SERIOUS INJURY				0
B - SUSPECTED MINOR INJURY	6	1	2	9
C - POSSIBLE INJURY	1	2	4	7
N - NOT INJURED	7	5	8	20
Grand Total	15	8	14	37

Crash History Observations

The majority of crashes reported during the last three years were failing to yield at the intersection related to stop-controlled operations. This pattern suggests changing operations to signalized or other innovative intersection configurations could help mitigate crashes, with the majority of crashes being angle or opposite direction inclusive of left turns. The severity of crashes is also notably high, with a large proportion (over 40%) involving at least a possibly injury. A full detail of crash information for every crash is provided in **Appendix B** for reference.

Traffic Operations Analysis

TRAFFIC ANALYSIS METHODOLOGY

Capacity analysis results are listed in terms of Level of Service (LOS). LOS is a qualitative term describing operating conditions a driver will experience while traveling on a particular street or highway during a specific time interval. It ranges from “A” (very little delay) to “F” (long delays and congestion). **Table 5** shows the definition of LOS for signalized and unsignalized intersections.

Table 5 – Level of Service

Level of Service	Signalized Intersection Average Total Delay (Sec/Veh)	Unsignalized Intersection Average Total Delay (Sec/Veh)
A	≤10	≤10
B	>10 and ≤20	>10 and ≤15
C	>20 and ≤35	>15 and ≤25
D	>35 and ≤55	>25 and ≤35
E	>55 and ≤80	>35 and ≤50
F	>80	>50

Definitions provided from the Highway Capacity Manual, Special Report 209, Transportation Research Board, 2010.

Per the City of Austin Transportation Criteria Manual (TCM) Section 2.3.5, referenced by the City of Leander, LOS D is the minimum acceptable standard for operations.

The study intersection was analyzed based on average total delay analysis for signalized intersections. For the unsignalized analysis (existing conditions only), the LOS is defined for each controlled movement. Results based on calculations via the program *Synchro* for the LOS at the study intersection are provided in **Appendix C**.

ANALYSIS ASSUMPTIONS

In order to complete the analysis, the following assumptions were made:

- AM and PM peak hours were determined from collected traffic count data and engineering judgement.
- Turn lane improvements along Hero Way eastbound were assumed to contain 95% queues
- Signal operations assumed no coordination with other signals

Intersection Improvements & Alternatives

EXISTING CONDITIONS

The intersection is currently stop controlled on the eastbound Hero Way and uncontrolled on the northbound and southbound approaches of Ronald Reagan. Drivers must yield when turning across Ronald Reagan for access to or from Hero Way.

Intersection operations are shown in **Table 6** and the detailed Synchro reports are provided in **Appendix C**. The existing condition shows the eastbound approaches operating at LOS F with delays exceeding nearly two minutes in the AM peak and five minutes in the PM peak. The northbound and southbound approaches currently experience little to no delay. Excessive delays on the eastbound approach resulted in 95% queue lengths of 224 feet in the AM peak and 408 feet in the PM peak.

ALTERNATIVE 1: SIGNALIZED OPERATIONS

The first proposed alternative would convert the existing conditions to a traditional signalized intersection. This alternative includes turn lane improvements via dedicated eastbound left and eastbound right turn lanes. Recommended signal phasing is actuated-uncoordinated with protected left turns for all approaches. A conceptual layout illustrating this alternative can be found in **Appendix D**.

Intersection operations are shown in **Table 6** and the detailed Synchro reports are provided in **Appendix C**. A traditional signalized intersection would improve operations to LOS B. Delay on the eastbound approach is estimated to be approximately 30 seconds in both the AM and PM peaks, with 95% queue lengths reaching 43 feet in the AM peak and 86 feet in the PM. Northbound and southbound approaches are slightly more delayed as compared to the existing configuration but still operating with approximately 10 seconds of delay on average. The 95% queue lengths are comparatively higher due to the significantly higher volumes but should be able to be serviced within one cycle.

ALTERNATIVE 2: CONTINUOUS GREEN TEE

The second proposed alternative is a continuous green operation. This alternative also includes turn lane improvements via dedicated eastbound left and eastbound right turn lanes. Continuous green operations are ideal for time savings and safety by reducing delay on the major street in one direction. This alternative includes the installation of an acceleration lane on the northbound receiving leg of Ronald Reagan for left turns from Hero Way to merge with non-stop northbound traffic on Ronald Reagan. A conceptual layout illustrating this alternative can be found in **Appendix D**.

Intersection operations are shown in **Table 6** and the detailed Synchro reports are provided in **Appendix C**. A Continuous Green Tee innovative intersection would improve operations to LOS B. Delay on the eastbound approach is approximately 20 seconds in both the AM and PM peaks, with 95% queue lengths being 45 feet and 90 feet, respectively. Similar to the traditional signal, the northbound and southbound approaches experience small amounts of delay. 95% queue lengths are longer than that compared to the existing condition but still expected to be able to be serviced without extreme delay.

ALTERNATIVE 3: MICHIGAN LEFT

The third proposed alternative is a Michigan left operation. This alternative also includes turn lane improvements via dedicated eastbound left and eastbound right turn lanes. Michigan left operations are ideal for locations with high speeds and a history of serious crashes as they greatly reduce potential conflict points. Drivers looking to make an eastbound left from Hero Way to Ronald Reagan Boulevard must turn right and proceed south to a signalized U-turn. Similarly, drivers looking to make a northbound left from Ronald Reagan Boulevard to Hero Way must proceed north to a signalized U-Turn and make a southbound right at Hero Way. A conceptual layout illustrating this alternative can be found in the **Appendix D**.

Intersection operations are shown in **Table 6** and the detailed Synchro reports are provided in **Appendix C**. A Michigan Left innovative intersection would improve operations to LOS A. Delay on the eastbound approach is 11 seconds in the AM peak and 18 seconds in the PM peak, with the 95% queue lengths being 24 feet and 75 feet respectively. Of all three alternatives, the Michigan Left provides the least amount of delay for the northbound and southbound approaches as well as the shortest queue lengths.

Table 6 – Traffic Operations Summary and Cost

Metric		Hero Way at Ronald Reagan															
		Existing Conditions				Alternative 1 Signalized Intersection				Alternative 2 Continuous Green				Alternative 3 Michigan Left			
		EB	WB	NB	SB	EB	WB	NB	SB	EB	WB	NB	SB	EB	WB	NB	SB
Existing Volume	AM	135	N/A	846	1,545												
	PM	182	N/A	1,370	1,086												
Delay (s)	AM	115.8	N/A	3.2	0.0	33.3	N/A	6.9	9.2	18.4	N/A	6.7	15.1	10.9	N/A	3.0	1.3
	PM	318.6	N/A	1.8	0.0	27.3	N/A	7.9	13.6	21.2	N/A	4.8	17.6	18.3	N/A	2.7	3.4
LOS	AM	F				B				B				A			
	PM	F				B				B				A			
95% Queues (ft)	AM	224	N/A	47	0	43	N/A	73	254	45	N/A	#112	210	24	N/A	61	34
	PM	408	N/A	39	0	86	N/A	190	208	90	N/A	#166	233	75	N/A	70	32

Planning Level Construction Cost Estimate

Each proposed alternative was evaluated for a planning level construction cost for evaluating cost-benefit ratios of each alternative. Full design is required for a more accurate cost estimate and for CIP programming. The estimate include improvements for new pavement, striping, median, guardrail, and traffic signal infrastructure. A summary of these cost estimates can be found in [Table 7](#).

Table 7 – Construction Cost Estimate

Modification	Alternative 1 Signalized Intersection	Alternative 2 Continuous Green	Alternative 3 Michigan Left
Median Demo & Restoration	\$ -	\$ 10,000	\$ 266,000
New Pavement	\$ 117,000	\$ 398,000	\$ 492,000
Striping	\$ 26,000	\$ 27,000	\$ 32,000
Concrete Median	\$ -	\$ 7,000	\$ -
Guardrail	\$ -	\$ 11,000	\$ 26,000
Traffic Signals	\$ 400,000	\$ 400,000	\$ 800,000
Total	\$ 543,000	\$ 853,000	\$ 1,616,000

Benefit-Cost Analysis

A benefit-cost (B/C) analysis allows for projects to be compared by the amount of benefit the project provides for every dollar spent. A higher B/C ratio means a higher return on investment (ROI). The process of generating benefit-cost values for the three alternative is outlined below.

Costs considered for each of these new connection projects were capital costs for planning level construction estimates only. Additional capital improvement project costs like

engineering, surveying, and geotechnical work and contingency costs were not included in this analysis. In addition to construction costs, an estimate of the cost of collisions were estimated based on TxDOT SII Safety Calculator. Collisions are considered for cost based on their severity. Collision benefits of each alternative were then determined based on expected reduction in collisions based on the proposed improvements and converted to dollars.

Benefits considered for each of these extension projects were operational improvements converted into a monetary benefit over a 20-year period. The two operational improvements considered were decreases in travel delay and decreases in fuel consumed.

Travel delay is modeled as hours of delay during the peak hour and was calculated at a corridor level and at a city-wide level, though only city-wide level delays were used for the benefit-cost analysis. Annual travel delay costs were calculated using methods similar to those used by the Texas Transportation Institute. Daily non-peak hour delay is estimated to be roughly equal to peak hour delay (i.e. double the peak hour for one day), and each hour of delay is estimated to cost \$20 in economic losses. These daily delays were then multiplied by 365 days and by 20 years resulting in 20-year delay costs.

Fuel consumed is modeled as gallons of fuel during the peak hour and was calculated at the study intersection only for the benefit-cost analysis. Gas was estimated at an average cost of \$3.00 per gallon over the next 20 years. The daily cost of fuel consumed was then multiplied by 365 days and by 20 years resulting in 20-year fuel costs.

Benefit-cost ratios for each proposed project are shown below in **Table 8** result of dividing the total benefit over 20 years by the total project costs.

Table 8 – Benefit Cost Ratio and Composite Scoring

Hero Way at Ronald Reagan			
Criteria	Alternative 1 Signalized Intersection	Alternative 2 Continuous Green	Alternative 3 Michigan Left
Intersection Delay (Worst Peak)	33.3	18.4	18.3
Intersection LOS (Worst Peak)	B	B	A
Average Turn Lane Queues (FT)	161	122	59
Collision Index Score	1117	1117	1117
Collision Cost (\$)	\$ 7,575,000	\$ 7,575,000	\$ 7,575,000
ROW Impact Score	5	4	3
Utility Impact Score	4	3	2
Other Impact Score	4	3	2
Drainage Impact Score	4	3	2
Cost	\$ 543,000	\$ 853,000	\$ 1,616,000
Delay Savings Benefit (\$)	\$ 230,000	\$ 44,000	\$ 274,000
Collision Savings Benefit (\$)	\$1,515,000	\$757,500	\$3,787,500
Benefit Cost Ratio	3.2	0.9	2.5
Composite Score	57	41	47

Conclusion and Recommendation

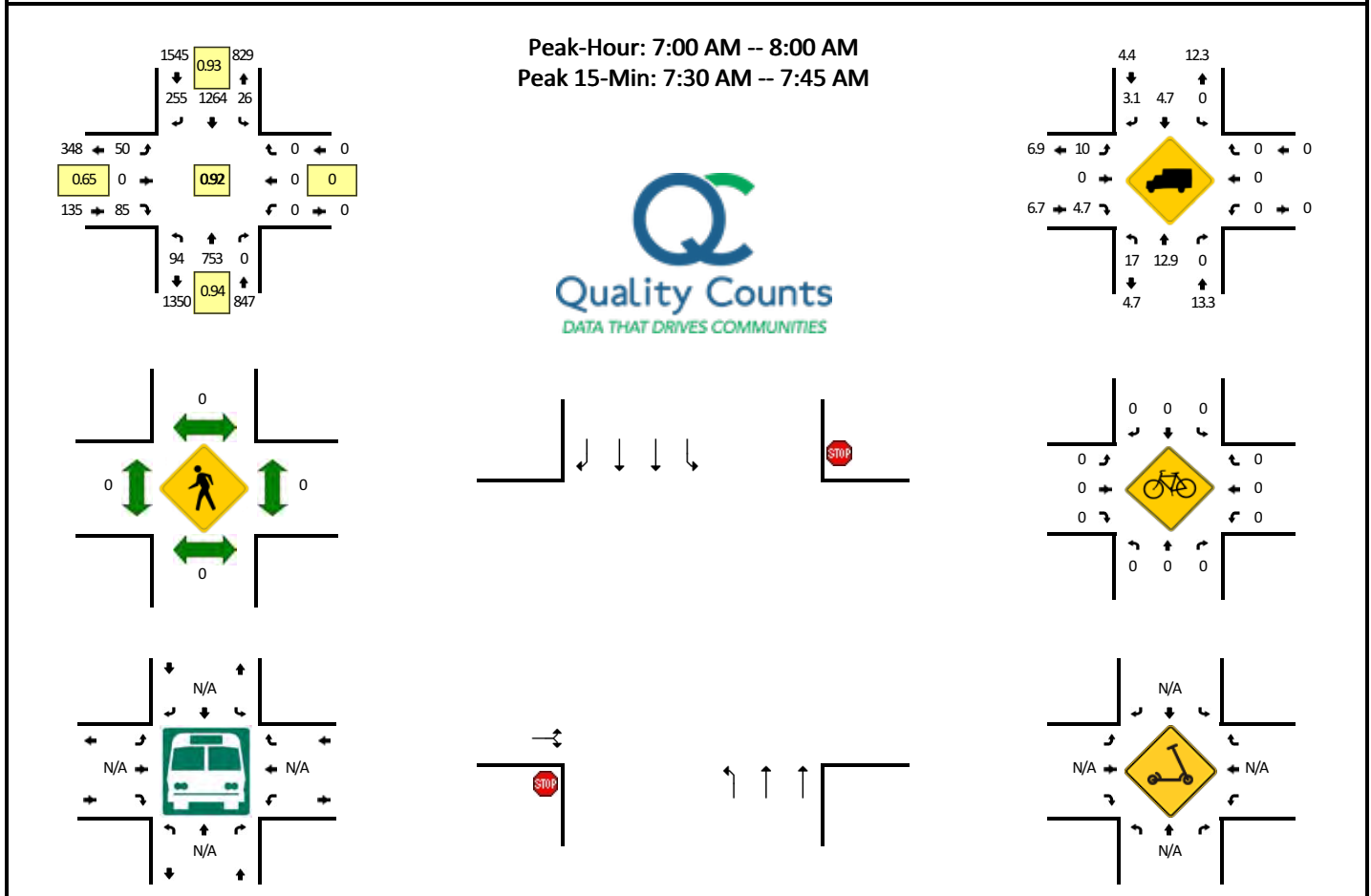
This study analyzes traffic impacts and feasibility of proposed alternative configurations of the intersection located at Hero Way and Ronald Reagan Boulevard in the City of Leander, Texas. The scenarios studied used existing traffic count information in the AM and PM peak and compared it to three alternatives: Traditional Traffic Signal, Continuous Green “Tee” Signal, and Michigan Lefts.

Each alternative was compared and evaluated based on traffic operational benefit, projected constructability impacts, and dollar-savings related to safety and delay improvements. Based on this criteria, Kimley-Horn recommends Alternative 1, the traditional signalized intersection. This alternative has a planning level cost of \$543,000 and provided the highest benefit-cost ratio of the three alternatives at 3.2.

Appendix A

LOCATION: Ronald Reagan Blvd -- Hero Way
CITY/STATE: Leander, TX

QC JOB #: 15671601
DATE: Thu, Jan 6 2022

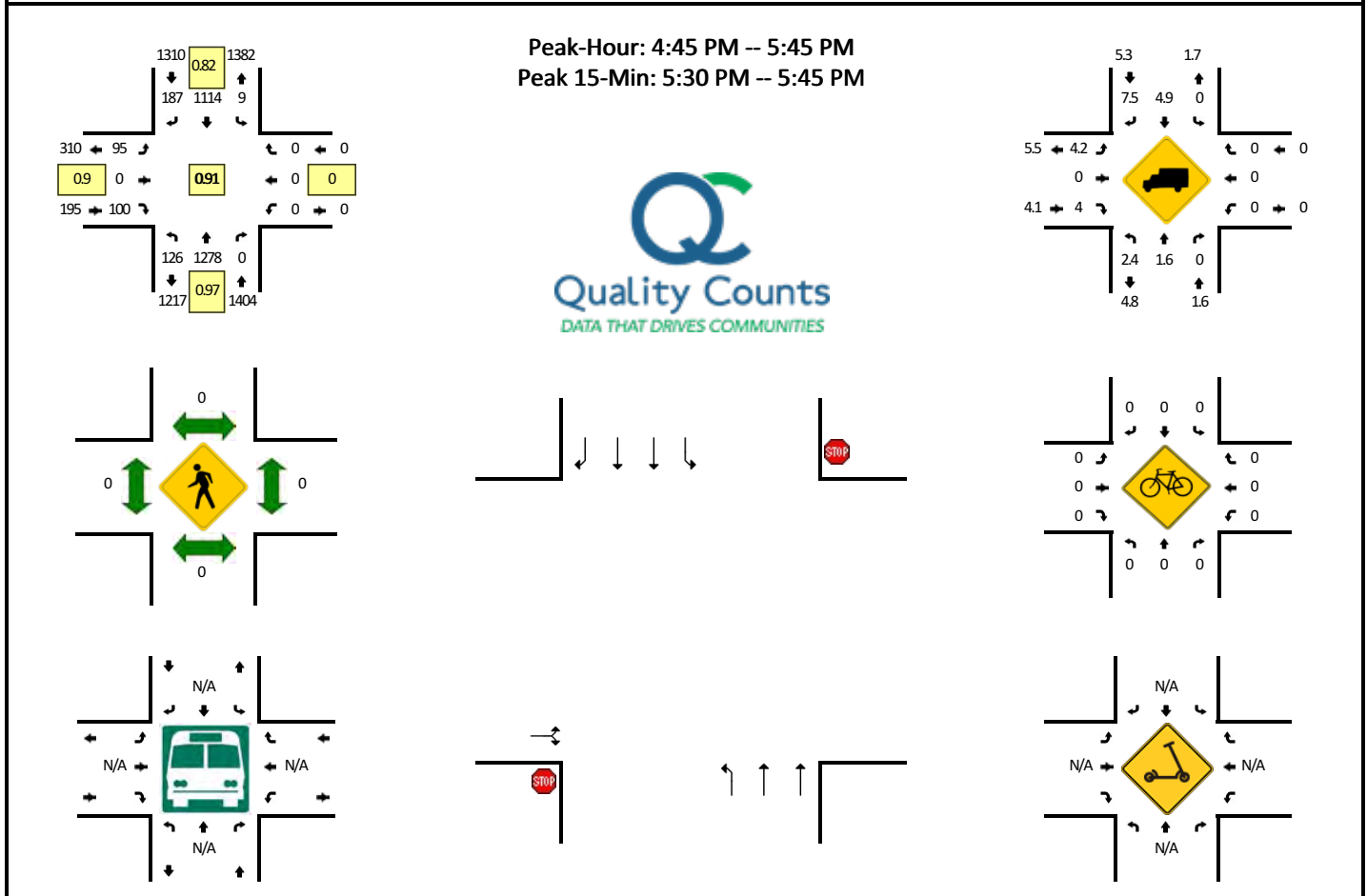


15-Min Count Period Beginning At	Ronald Reagan Blvd (Northbound)				Ronald Reagan Blvd (Southbound)				Hero Way (Eastbound)				Hero Way (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
7:00 AM	20	163	0	1	0	316	31	8	9	0	16	0	0	0	0	0	564	
7:15 AM	21	193	0	0	0	333	41	3	7	0	21	0	0	0	0	0	619	
7:30 AM	30	193	0	0	0	330	79	6	21	0	31	0	0	0	0	0	690	
7:45 AM	22	204	0	0	0	285	104	9	13	0	17	0	0	0	0	0	654	2527
8:00 AM	36	200	0	1	0	234	49	3	15	0	16	0	0	0	0	0	554	2517
8:15 AM	34	200	0	0	0	262	44	1	19	0	14	0	0	0	0	0	574	2472
8:30 AM	29	217	0	0	0	241	46	2	10	0	19	0	0	0	0	0	564	2346
8:45 AM	23	189	0	0	0	250	29	5	17	0	14	0	0	0	0	0	527	2219
Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total	
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
All Vehicles	120	772	0	0	0	1320	316	24	84	0	124	0	0	0	0	0	2760	
Heavy Trucks	32	84	0	0	0	76	8		8	0	4		0	0	0	0	212	
Buses																		
Pedestrians		0				0				0				0			0	
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0	
Scoters																		

Comments:

LOCATION: Ronald Reagan Blvd -- Hero Way
CITY/STATE: Leander, TX

QC JOB #: 15671602
DATE: Thu, Jan 6 2022



15-Min Count Period Beginning At	Ronald Reagan Blvd (Northbound)				Ronald Reagan Blvd (Southbound)				Hero Way (Eastbound)				Hero Way (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
4:00 PM	32	308	0	0	0	247	44	3	28	0	16	0	0	0	0	0	678	
4:15 PM	38	285	0	1	0	218	41	2	27	0	14	0	0	0	0	0	626	
4:30 PM	42	303	0	0	0	204	26	3	20	0	30	0	0	0	0	0	628	
4:45 PM	32	330	0	0	0	252	41	5	31	0	16	0	0	0	0	0	707	2639
5:00 PM	30	303	0	2	0	250	49	1	24	0	30	0	0	0	0	0	689	2650
5:15 PM	25	321	0	1	0	266	44	1	25	0	28	0	0	0	0	0	711	2735
5:30 PM	36	324	0	0	0	346	53	2	15	0	26	0	0	0	0	0	802	2909
5:45 PM	38	315	0	0	0	212	38	10	25	0	34	0	0	0	0	0	672	2874
Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total	
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
All Vehicles	144	1296	0	0	0	1384	212	8	60	0	104	0	0	0	0	0	3208	
Heavy Trucks	4	20	0	0	0	44	20	0	8	0	4	0	0	0	0	0	100	
Buses																		
Pedestrians	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Bicycles	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Scooters																		

Comments:

Appendix B

Crash ID	Contributing Factors	Crash Date	Crash Death Count	Crash Seve	Crash Time	Crash Year	Day of Week	First Harmful Event	Intersectin	Latitude	Light Condition	Longitude	Manner of Collision	Object Struck	Speed Limi	Street Nam	Surface Condition	Weather Condition
17100367	DRIVER INATTENTION	5/31/2019	0	N - NOT IN	1607	2019	FRIDAY	MOTOR VEHICLE IN TRANSPORT	N/A	30.59511	1 - DAYLIGHT	-97.81344744	ANGLE - ONE LEFT TURN-ONE STOPPED	NOT APPLICABLE	45	HERO WAY	1 - DRY	1 - CLEAR
17153001	FAILED TO YIELD RIGHT OF WAY - STOP SIGN	6/28/2019	0	B - SUSPEC	1817	2019	FRIDAY	MOTOR VEHICLE IN TRANSPORT	RONALD W	30.59525	1 - DAYLIGHT	-97.81300243	ANGLE - BOTH GOING STRAIGHT	NOT APPLICABLE	45	HERO WAY	1 - DRY	2 - CLOUDY
17187799	FAILED TO YIELD RIGHT OF WAY - OPEN INTERSECTION	7/15/2019	0	N - NOT IN	1008	2019	MONDAY	MOTOR VEHICLE IN TRANSPORT	HERO WAY	30.59525	1 - DAYLIGHT	-97.81300243	ANGLE - ONE STRAIGHT-ONE LEFT TURN	NOT APPLICABLE	65	RONALD W	1 - DRY	1 - CLEAR
17207807	FAILED TO YIELD RIGHT OF WAY - STOP SIGN	7/23/2019	0	B - SUSPEC	1738	2019	TUESDAY	MOTOR VEHICLE IN TRANSPORT	HERO WAY	30.59525	1 - DAYLIGHT	-97.81300243	ANGLE - BOTH GOING STRAIGHT	NOT APPLICABLE	65	RONALD W	1 - DRY	1 - CLEAR
17223382	FAILED TO YIELD RIGHT OF WAY - STOP SIGN	8/9/2019	0	B - SUSPEC	1604	2019	FRIDAY	MOTOR VEHICLE IN TRANSPORT	RONALD W	30.59525	1 - DAYLIGHT	-97.81300243	ANGLE - ONE STRAIGHT-ONE LEFT TURN	NOT APPLICABLE	45	HERO WAY	1 - DRY	1 - CLEAR
17299957	NONE	9/10/2019	0	N - NOT IN	804	2019	TUESDAY	OVERTURNED	HERO WAY	30.59525	1 - DAYLIGHT	-97.81300243	ONE MOTOR VEHICLE - TURNING LEFT	OVERTURNED	65	RONALD W	1 - DRY	1 - CLEAR
17325094	FAILED TO YIELD RIGHT OF WAY - STOP SIGN	9/26/2019	0	B - SUSPEC	1430	2019	THURSDAY	MOTOR VEHICLE IN TRANSPORT	UNKNOWN	30.59516	1 - DAYLIGHT	-97.81326243	ANGLE - ONE STRAIGHT-ONE LEFT TURN	NOT APPLICABLE	65	RONALD W	1 - DRY	1 - CLEAR
17356312	FAILED TO YIELD RIGHT OF WAY - TURNING LEFT	10/21/2019	0	B - SUSPEC	818	2019	MONDAY	MOTOR VEHICLE IN TRANSPORT	HERO WAY	30.59525	5 - DAWN	-97.81300243	ANGLE - BOTH GOING STRAIGHT	NOT APPLICABLE	65	RONALD W	2 - WET	2 - CLOUDY
17407881	FAILED TO YIELD RIGHT OF WAY - PRIVATE DRIVE	11/14/2019	0	N - NOT IN	1106	2019	THURSDAY	MOTOR VEHICLE IN TRANSPORT	N/A	30.59577	1 - DAYLIGHT	-97.81321599	ANGLE - ONE STRAIGHT-ONE RIGHT TURN	NOT APPLICABLE	65	RONALD W	2 - WET	3 - RAIN
17430281	CHANGED LANE WHEN UNSAFE	11/16/2019	0	N - NOT IN	1815	2019	SATURDAY	MOTOR VEHICLE IN TRANSPORT	N/A	30.59655	6 - DUSK	-97.81353725	SAME DIRECTION - BOTH GOING STRAIGHT-SIDESWIPE	NOT APPLICABLE	65	RONALD W	1 - DRY	1 - CLEAR
17439489	DRIVER INATTENTION; FOLLOWED TOO CLOSELY	12/4/2019	0	N - NOT IN	758	2019	WEDNESDAY	MOTOR VEHICLE IN TRANSPORT	RONALD W	30.59525	1 - DAYLIGHT	-97.81300243	SAME DIRECTION - ONE STRAIGHT-ONE STOPPED	NOT APPLICABLE	45	HERO WAY	1 - DRY	1 - CLEAR
17449857	FAILED TO YIELD RIGHT OF WAY - TURNING LEFT	12/4/2019	0	N - NOT IN	1611	2019	WEDNESDAY	MOTOR VEHICLE IN TRANSPORT	HERO WAY	30.59525	1 - DAYLIGHT	-97.81300243	ANGLE - BOTH GOING STRAIGHT	NOT APPLICABLE	65	RONALD W	1 - DRY	1 - CLEAR
17458800	FAILED TO YIELD RIGHT OF WAY - TURNING LEFT	12/9/2019	0	B - SUSPEC	2024	2019	MONDAY	MOTOR VEHICLE IN TRANSPORT	UNKNOWN	30.59525	2 - DARK, NOT LIGHTED	-97.81300243	OPPOSITE DIRECTION - ONE STRAIGHT-ONE LEFT TURN	NOT APPLICABLE	65	RONALD W	1 - DRY	1 - CLEAR
17457373	FAILED TO YIELD RIGHT OF WAY - STOP SIGN	12/13/2019	0	C - POSSIBL	933	2019	FRIDAY	MOTOR VEHICLE IN TRANSPORT	HERO WAY	30.59525	1 - DAYLIGHT	-97.81300243	ANGLE - ONE STRAIGHT-ONE LEFT TURN	NOT APPLICABLE	65	RONALD W	1 - DRY	1 - CLEAR
17469495	FAILED TO YIELD RIGHT OF WAY - TURNING LEFT;SPEED	12/19/2019	1	K - FATAL IN	1205	2019	THURSDAY	MOTOR VEHICLE IN TRANSPORT	UNKNOWN	30.59516	1 - DAYLIGHT	-97.81326243	ANGLE - ONE STRAIGHT-ONE LEFT TURN	NOT APPLICABLE	65	RONALD W	1 - DRY	2 - CLOUDY
17553929	FAILED TO YIELD RIGHT OF WAY - TURNING LEFT	2/3/2020	0	N - NOT IN	653	2020	MONDAY	MOTOR VEHICLE IN TRANSPORT	HERO WAY	30.59525	1 - DAYLIGHT	-97.81300243	ANGLE - ONE STRAIGHT-ONE LEFT TURN	NOT APPLICABLE	50	RONALD W	1 - DRY	2 - CLOUDY
17575250	NONE	2/10/2020	0	C - POSSIBL	538	2020	MONDAY	MOTOR VEHICLE IN TRANSPORT	RONALD W	30.59525	3 - DARK, LIGHTED	-97.81300243	OPPOSITE DIRECTION - BOTH GOING STRAIGHT	NOT APPLICABLE	45	HERO WAY	2 - WET	3 - RAIN
17571694	DRIVER INATTENTION;FAILED TO YIELD RIGHT OF WAY	2/13/2020	0	B - SUSPEC	1740	2020	THURSDAY	MOTOR VEHICLE IN TRANSPORT	HERO WAY	30.59525	1 - DAYLIGHT	-97.81300243	ANGLE - BOTH GOING STRAIGHT	NOT APPLICABLE	50	RONALD W	1 - DRY	1 - CLEAR
17619835	FAILED TO YIELD RIGHT OF WAY - STOP SIGN	3/6/2020	0	C - POSSIBL	1031	2020	FRIDAY	MOTOR VEHICLE IN TRANSPORT	HERO WAY	30.59525	1 - DAYLIGHT	-97.81300243	ANGLE - BOTH GOING STRAIGHT	NOT APPLICABLE	50	RONALD W	1 - DRY	1 - CLEAR
17709222	TURNED IMPROPERLY - WIDE RIGHT	5/21/2020	0	N - NOT IN	1301	2020	THURSDAY	MOTOR VEHICLE IN TRANSPORT	HERO WAY	30.59525	1 - DAYLIGHT	-97.81300243	ANGLE - ONE STRAIGHT-ONE RIGHT TURN	NOT APPLICABLE	50	RONALD W	1 - DRY	1 - CLEAR
17834613	FAILED TO YIELD RIGHT OF WAY - STOP SIGN;IMPAIR	8/27/2020	0	N - NOT IN	1813	2020	THURSDAY	MOTOR VEHICLE IN TRANSPORT	HERO WAY	30.59525	1 - DAYLIGHT	-97.81300243	ANGLE - BOTH GOING STRAIGHT	NOT APPLICABLE	50	RONALD W	1 - DRY	1 - CLEAR
17943072	DRIVER INATTENTION;FAILED TO YIELD RIGHT OF WAY	10/29/2020	0	N - NOT IN	1208	2020	THURSDAY	MOTOR VEHICLE IN TRANSPORT	HERO WAY	30.59525	1 - DAYLIGHT	-97.81300243	ANGLE - BOTH GOING STRAIGHT	NOT APPLICABLE	55	RONALD W	1 - DRY	1 - CLEAR
17999714	FAILED TO YIELD RIGHT OF WAY - STOP SIGN;UNSAFE	12/3/2020	0	N - NOT IN	1707	2020	THURSDAY	MOTOR VEHICLE IN TRANSPORT	HERO WAY	30.59525	6 - DUSK	-97.81300243	ANGLE - BOTH GOING STRAIGHT	NOT APPLICABLE	50	RONALD W	1 - DRY	1 - CLEAR
18265421	FAILED TO CONTROL SPEED	5/15/2021	0	N - NOT IN	645	2021	SATURDAY	FIXED OBJECT	HERO WAY	30.59525	5 - DAWN	-97.81300243	ONE MOTOR VEHICLE - GOING STRAIGHT	HIT FENCE	50	RONALD W	1 - DRY	1 - CLEAR
18288771	FAILED TO YIELD RIGHT OF WAY - TURNING LEFT	5/27/2021	0	N - NOT IN	1626	2021	THURSDAY	MOTOR VEHICLE IN TRANSPORT	HERO WAY	30.59525	1 - DAYLIGHT	-97.81300243	ANGLE - ONE STRAIGHT-ONE LEFT TURN	NOT APPLICABLE	65	RONALD W	1 - DRY	1 - CLEAR
18367645	FAILED TO YIELD RIGHT OF WAY - STOP SIGN	7/13/2021	0	N - NOT IN	1430	2021	TUESDAY	MOTOR VEHICLE IN TRANSPORT	HERO WAY	30.59525	1 - DAYLIGHT	-97.81300243	ANGLE - BOTH GOING STRAIGHT	NOT APPLICABLE	50	RONALD W	1 - DRY	1 - CLEAR
18411754	FAILED TO GIVE HALF OF ROADWAY; TURNED WHEN	8/10/2021	0	C - POSSIBL	1719	2021	TUESDAY	MOTOR VEHICLE IN TRANSPORT	HERO WAY	30.59525	1 - DAYLIGHT	-97.81300243	ANGLE - ONE LEFT TURN-ONE STOPPED	NOT APPLICABLE	50	RONALD W	1 - DRY	1 - CLEAR
18414987	FAILED TO YIELD RIGHT OF WAY - STOP SIGN	8/12/2021	0	C - POSSIBL	1144	2021	THURSDAY	MOTOR VEHICLE IN TRANSPORT	HERO WAY	30.59525	1 - DAYLIGHT	-97.81300243	ANGLE - BOTH GOING STRAIGHT	OVERTURNED	50	RONALD W	1 - DRY	1 - CLEAR
18429073	FAILED TO YIELD RIGHT OF WAY - STOP SIGN	8/16/2021	0	N - NOT IN	835	2021	MONDAY	MOTOR VEHICLE IN TRANSPORT	RONALD W	30.59525	1 - DAYLIGHT	-97.81300243	ANGLE - BOTH GOING STRAIGHT	NOT APPLICABLE	30	HERO WAY	1 - DRY	1 - CLEAR
18485475	FAILED TO CONTROL SPEED	9/20/2021	0	N - NOT IN	727	2021	MONDAY	MOTOR VEHICLE IN TRANSPORT	HERO WAY	30.59525	1 - DAYLIGHT	-97.81300243	ANGLE - ONE STRAIGHT-ONE LEFT TURN	NOT APPLICABLE	50	RONALD W	1 - DRY	1 - CLEAR
18509220	FAILED TO YIELD RIGHT OF WAY - STOP SIGN	9/28/2021	0	N - NOT IN	1746	2021	TUESDAY	MOTOR VEHICLE IN TRANSPORT	HERO WAY	30.59525	1 - DAYLIGHT	-97.81300243	ANGLE - BOTH GOING STRAIGHT	NOT APPLICABLE	50	RONALD W	1 - DRY	1 - CLEAR
18516796	FAILED TO YIELD RIGHT OF WAY - YIELD SIGN	10/6/2021	0	B - SUSPEC	1634	2021	WEDNESDAY	MOTOR VEHICLE IN TRANSPORT	HERO WAY	30.59525	1 - DAYLIGHT	-97.81300243	OPPOSITE DIRECTION - ONE STRAIGHT-ONE LEFT TURN	NOT APPLICABLE	50	RONALD W	1 - DRY	1 - CLEAR
18515065	FAILED TO YIELD RIGHT OF WAY - TURNING LEFT	10/7/2021	0	C - POSSIBL	2339	2021	THURSDAY	MOTOR VEHICLE IN TRANSPORT	HERO WAY	30.59525	2 - DARK, NOT LIGHTED	-97.81300243	OPPOSITE DIRECTION - ONE STRAIGHT-ONE LEFT TURN	NOT APPLICABLE	50	RONALD W	1 - DRY	1 - CLEAR
18574307	FAILED TO CONTROL SPEED;FAILED TO YIELD RIGHT OF	11/6/2021	0	B - SUSPEC	1340	2021	SATURDAY	MOTOR VEHICLE IN TRANSPORT	HERO WAY	30.59525	1 - DAYLIGHT	-97.81300243	ANGLE - BOTH GOING STRAIGHT	HIT HIGHWAY SIGN	50	RONALD W	1 - DRY	1 - CLEAR
18626112	FAILED TO YIELD RIGHT OF WAY - STOP SIGN	12/4/2021	0	N - NOT IN	1739	2021	SATURDAY	MOTOR VEHICLE IN TRANSPORT	HERO WAY	30.59525	2 - DARK, NOT LIGHTED	-97.81300243	ANGLE - ONE STRAIGHT-ONE RIGHT TURN	NOT APPLICABLE	50	RONALD W	1 - DRY	1 - CLEAR
18632706	FAILED TO YIELD RIGHT OF WAY - TURNING LEFT	12/7/2021	0	C - POSSIBL	808	2021	TUESDAY	MOTOR VEHICLE IN TRANSPORT	HERO WAY	30.59525	1 - DAYLIGHT	-97.81300243	OPPOSITE DIRECTION - ONE STRAIGHT-ONE LEFT TURN	NOT APPLICABLE	65	RONALD W	1 - DRY	1 - CLEAR
18644283	FAILED TO YIELD RIGHT OF WAY - YIELD SIGN	12/14/2021	0	N - NOT IN	631	2021	TUESDAY	MOTOR VEHICLE IN TRANSPORT	HERO WAY	30.59525	2 - DARK, NOT LIGHTED	-97.81300243	OPPOSITE DIRECTION - ONE STRAIGHT-ONE LEFT TURN	NOT APPLICABLE	50	RONALD W	98 - OTHER (EXPLAIN IN	6 - FOG

Appendix C

Lanes, Volumes, Timings

1: Ronald Reagan Blvd & Hero Way

01/24/2022



Lane Group	EBL	EBR	NBL	NBT	SBU	SBT	SBR
Lane Configurations							
Traffic Volume (vph)	50	85	93	753	26	1264	255
Future Volume (vph)	50	85	93	753	26	1264	255
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0	0	505		215		770
Storage Lanes	1	0	1		1		1
Taper Length (ft)	25		25		25		
Lane Util. Factor	1.00	1.00	1.00	0.95	1.00	0.95	1.00
Frt	0.919						0.850
Flt Protected	0.980		0.950		0.950		
Satd. Flow (prot)	1608	0	1543	3223	1805	3471	1568
Flt Permitted	0.980		0.950		0.950		
Satd. Flow (perm)	1608	0	1543	3223	1805	3471	1568
Link Speed (mph)	30			50		50	
Link Distance (ft)	1433			1048		1094	
Travel Time (s)	32.6			14.3		14.9	
Peak Hour Factor	0.60	0.69	0.78	0.92	0.25	0.95	0.61
Heavy Vehicles (%)	10%	4%	17%	12%	0%	4%	3%
Adj. Flow (vph)	83	123	119	818	104	1331	418
Shared Lane Traffic (%)							
Lane Group Flow (vph)	206	0	119	818	104	1331	418
Enter Blocked Intersection	No	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	R NA	Left	Right
Median Width(ft)	12			45		45	
Link Offset(ft)	0			0		0	
Crosswalk Width(ft)	16			16		16	
Two way Left Turn Lane							
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9	15		9		9
Sign Control	Stop			Free		Free	

Intersection Summary

Area Type: Other

Control Type: Unsignalized

Intersection Capacity Utilization 58.1% ICU Level of Service B

Analysis Period (min) 15

HCM Unsignalized Intersection Capacity Analysis

1: Ronald Reagan Blvd & Hero Way

01/24/2022

								
Movement	EBL	EBR	NBL	NBT	SBU	SBT	SBR	
Lane Configurations								
Traffic Volume (veh/h)	50	85	93	753	26	1264	255	
Future Volume (Veh/h)	50	85	93	753	26	1264	255	
Sign Control	Stop			Free		Free		
Grade	0%			0%		0%		
Peak Hour Factor	0.60	0.69	0.78	0.92	0.25	0.95	0.61	
Hourly flow rate (vph)	83	123	119	818	0	1331	418	
Pedestrians								
Lane Width (ft)								
Walking Speed (ft/s)								
Percent Blockage								
Right turn flare (veh)								
Median type				Raised		Raised		
Median storage veh)				1		1		
Upstream signal (ft)								
pX, platoon unblocked				0.00				
vC, conflicting volume	1978	666	1749	0				
vC1, stage 1 conf vol	1331							
vC2, stage 2 conf vol	647							
vCu, unblocked vol	1978	666	1749	0				
tC, single (s)	7.0	7.0	4.4	0.0				
tC, 2 stage (s)	6.0							
tF (s)	3.6	3.3	2.4	0.0				
p0 queue free %	30	69	60	0				
cM capacity (veh/h)	118	398	296	0				
Direction, Lane #	EB 1	NB 1	NB 2	NB 3	SB 1	SB 2	SB 3	SB 4
Volume Total	206	119	409	409	666	666	418	0
Volume Left	83	119	0	0	0	0	0	0
Volume Right	123	0	0	0	0	0	418	0
cSH	203	296	1700	1700	1700	1700	1700	1700
Volume to Capacity	1.01	0.40	0.24	0.24	0.39	0.39	0.25	0.00
Queue Length 95th (ft)	224	47	0	0	0	0	0	0
Control Delay (s)	115.8	25.1	0.0	0.0	0.0	0.0	0.0	0.0
Lane LOS	F	D						
Approach Delay (s)	115.8	3.2			0.0			
Approach LOS	F							
Intersection Summary								
Average Delay				9.3				
Intersection Capacity Utilization				58.1%		ICU Level of Service		B
Analysis Period (min)				15				

HCM 6th TWSC

1: Ronald Reagan Blvd & Hero Way

01/24/2022

Intersection							
Int Delay, s/veh	158.4						
Movement	EBL	EBR	NBL	NBT	SBU	SBT	SBR
Lane Configurations							
Traffic Vol, veh/h	50	85	93	753	26	1264	255
Future Vol, veh/h	50	85	93	753	26	1264	255
Conflicting Peds, #/hr	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	-	None
Storage Length	0	-	505	-	215	-	770
Veh in Median Storage, #	0	-	-	0	-	0	-
Grade, %	0	-	-	0	-	0	-
Peak Hour Factor	60	69	78	92	25	95	61
Heavy Vehicles, %	10	4	17	12	0	4	3
Mvmt Flow	83	123	119	818	104	1331	418
Major/Minor	Minor2	Major1		Major2			
Conflicting Flow All	2186	666	1749	0	818	-	0
Stage 1	1539	-	-	-	-	-	-
Stage 2	647	-	-	-	-	-	-
Critical Hdwy	7	6.98	4.44	-	6.4	-	-
Critical Hdwy Stg 1	6	-	-	-	-	-	-
Critical Hdwy Stg 2	6	-	-	-	-	-	-
Follow-up Hdwy	3.6	3.34	2.37	-	2.5	-	-
Pot Cap-1 Maneuver	~ 35	397	296	-	441	-	-
Stage 1	151	-	-	-	-	-	-
Stage 2	462	-	-	-	-	-	-
Platoon blocked, %				-	-	-	-
Mov Cap-1 Maneuver	~ 16	397	296	-	441	-	-
Mov Cap-2 Maneuver	~ 16	-	-	-	-	-	-
Stage 1	90	-	-	-	-	-	-
Stage 2	353	-	-	-	-	-	-
Approach	EB	NB		SB			
HCM Control Delay, \$	2276.5	3.2		0.9			
HCM LOS	F						
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBU	SBT	SBR	
Capacity (veh/h)	296	-	37	441	-	-	
HCM Lane V/C Ratio	0.403	-	5.582	0.236	-	-	
HCM Control Delay (s)	25.1	\$ 2276.5		15.7	-	-	
HCM Lane LOS	D	-	F	C	-	-	
HCM 95th %tile Q(veh)	1.9	-	24.4	0.9	-	-	
Notes							
~: Volume exceeds capacity		\$: Delay exceeds 300s		+: Computation Not Defined		*: All major volume in platoon	

Network Totals

Number of Intersections	1
Total Delay (hr)	5
Stops (#)	602
Average Speed (mph)	33
Total Travel Time (hr)	16
Distance Traveled (mi)	525
Fuel Consumed (gal)	29
Fuel Economy (mpg)	17.8
Unserved Vehicles (#)	0
Vehicles in dilemma zone (#)	0
Performance Index	6.7

Lanes, Volumes, Timings

1: Ronald Reagan Blvd & Hero Way

01/24/2022



Lane Group	EBL	EBR	NBL	NBT	SBU	SBT	SBR
Lane Configurations							
Traffic Volume (vph)	106	76	144	1226	13	921	152
Future Volume (vph)	106	76	144	1226	13	921	152
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0	0	505		215		770
Storage Lanes	1	0	1		1		1
Taper Length (ft)	25		25		25		
Lane Util. Factor	1.00	1.00	1.00	0.95	1.00	0.95	1.00
Frt	0.934						0.850
Flt Protected	0.975		0.950		0.950		
Satd. Flow (prot)	1664	0	1770	3574	1805	3471	1509
Flt Permitted	0.975		0.950		0.950		
Satd. Flow (perm)	1664	0	1770	3574	1805	3471	1509
Link Speed (mph)	30			50		50	
Link Distance (ft)	1433			1048		1094	
Travel Time (s)	32.6			14.3		14.9	
Peak Hour Factor	0.85	0.63	1.00	0.93	0.25	0.67	0.72
Heavy Vehicles (%)	4%	4%	2%	1%	0%	4%	7%
Adj. Flow (vph)	125	121	144	1318	52	1375	211
Shared Lane Traffic (%)							
Lane Group Flow (vph)	246	0	144	1318	52	1375	211
Enter Blocked Intersection	No	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	R NA	Left	Right
Median Width(ft)	12			45		45	
Link Offset(ft)	0			0		0	
Crosswalk Width(ft)	16			16		16	
Two way Left Turn Lane							
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9	15		9		9
Sign Control	Stop			Free		Free	

Intersection Summary

Area Type: Other

Control Type: Unsignalized

Intersection Capacity Utilization 57.7% ICU Level of Service B

Analysis Period (min) 15

HCM Unsignalized Intersection Capacity Analysis

1: Ronald Reagan Blvd & Hero Way

01/24/2022

								
Movement	EBL	EBR	NBL	NBT	SBU	SBT	SBR	
Lane Configurations								
Traffic Volume (veh/h)	106	76	144	1226	13	921	152	
Future Volume (Veh/h)	106	76	144	1226	13	921	152	
Sign Control	Stop			Free		Free		
Grade	0%			0%		0%		
Peak Hour Factor	0.85	0.63	1.00	0.93	0.25	0.67	0.72	
Hourly flow rate (vph)	125	121	144	1318	0	1375	211	
Pedestrians								
Lane Width (ft)								
Walking Speed (ft/s)								
Percent Blockage								
Right turn flare (veh)								
Median type				Raised		Raised		
Median storage veh				1		1		
Upstream signal (ft)								
pX, platoon unblocked				0.00				
vC, conflicting volume	2322	688	1586	0				
vC1, stage 1 conf vol	1375							
vC2, stage 2 conf vol	947							
vCu, unblocked vol	2322	688	1586	0				
tC, single (s)	6.9	7.0	4.1	0.0				
tC, 2 stage (s)	5.9							
tF (s)	3.5	3.3	2.2	0.0				
p0 queue free %	0	69	65	0				
cM capacity (veh/h)	103	384	410	0				
Direction, Lane #	EB 1	NB 1	NB 2	NB 3	SB 1	SB 2	SB 3	SB 4
Volume Total	246	144	659	659	688	688	211	0
Volume Left	125	144	0	0	0	0	0	0
Volume Right	121	0	0	0	0	0	211	0
cSH	161	410	1700	1700	1700	1700	1700	1700
Volume to Capacity	1.53	0.35	0.39	0.39	0.40	0.40	0.12	0.00
Queue Length 95th (ft)	408	39	0	0	0	0	0	0
Control Delay (s)	318.6	18.4	0.0	0.0	0.0	0.0	0.0	0.0
Lane LOS	F	C						
Approach Delay (s)	318.6	1.8			0.0			
Approach LOS	F							
Intersection Summary								
Average Delay				24.6				
Intersection Capacity Utilization				57.7%	ICU Level of Service		B	
Analysis Period (min)				15				

HCM 6th TWSC

1: Ronald Reagan Blvd & Hero Way

01/24/2022

Intersection							
Int Delay, s/veh	314.3						
Movement	EBL	EBR	NBL	NBT	SBU	SBT	SBR
Lane Configurations							
Traffic Vol, veh/h	106	76	144	1226	13	921	152
Future Vol, veh/h	106	76	144	1226	13	921	152
Conflicting Peds, #/hr	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	-	None
Storage Length	0	-	505	-	215	-	770
Veh in Median Storage, #	0	-	-	0	-	0	-
Grade, %	0	-	-	0	-	0	-
Peak Hour Factor	85	63	100	93	25	67	72
Heavy Vehicles, %	4	4	2	1	0	4	7
Mvmt Flow	125	121	144	1318	52	1375	211
Major/Minor	Minor2	Major1		Major2			
Conflicting Flow All	2426	688	1586	0	1318	-	0
Stage 1	1479	-	-	-	-	-	-
Stage 2	947	-	-	-	-	-	-
Critical Hdwy	6.88	6.98	4.14	-	6.4	-	-
Critical Hdwy Stg 1	5.88	-	-	-	-	-	-
Critical Hdwy Stg 2	5.88	-	-	-	-	-	-
Follow-up Hdwy	3.54	3.34	2.22	-	2.5	-	-
Pot Cap-1 Maneuver	~ 26	384	410	-	211	-	-
Stage 1	172	-	-	-	-	-	-
Stage 2	333	-	-	-	-	-	-
Platoon blocked, %				-	-	-	-
Mov Cap-1 Maneuver	~ 13	384	410	-	211	-	-
Mov Cap-2 Maneuver	~ 13	-	-	-	-	-	-
Stage 1	~ 112	-	-	-	-	-	-
Stage 2	251	-	-	-	-	-	-
Approach	EB	NB		SB			
HCM Control Delay, \$	4269.5	1.8		0.9			
HCM LOS	F						
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBU	SBT	SBR	
Capacity (veh/h)	410	-	25	211	-	-	
HCM Lane V/C Ratio	0.351	-	9.814	0.246	-	-	
HCM Control Delay (s)	18.5	\$	4269.5	27.6	-	-	
HCM Lane LOS	C	-	F	D	-	-	
HCM 95th %tile Q(veh)	1.6	-	30.6	0.9	-	-	
Notes							
~: Volume exceeds capacity		\$: Delay exceeds 300s		+: Computation Not Defined		*: All major volume in platoon	

Network Totals

Number of Intersections	1
Total Delay (hr)	17
Stops (#)	713
Average Speed (mph)	19
Total Travel Time (hr)	28
Distance Traveled (mi)	546
Fuel Consumed (gal)	40
Fuel Economy (mpg)	13.6
Unserved Vehicles (#)	0
Vehicles in dilemma zone (#)	0
Performance Index	18.8

Lanes, Volumes, Timings

1: Ronald Reagan Blvd & Hero Way

01/24/2022



Lane Group	EBL	EBR	NBL	NBT	SBU	SBT	SBR
Lane Configurations							
Traffic Volume (vph)	50	85	93	753	26	1264	255
Future Volume (vph)	50	85	93	753	26	1264	255
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0	330	505		215		770
Storage Lanes	1	1	1		1		1
Taper Length (ft)	25		25		25		
Lane Util. Factor	1.00	1.00	1.00	0.95	1.00	0.95	1.00
Frt		0.850					0.850
Flt Protected	0.950		0.950		0.950		
Satd. Flow (prot)	1641	1553	1543	3223	1805	3471	1568
Flt Permitted	0.950		0.950		0.343		
Satd. Flow (perm)	1641	1553	1543	3223	652	3471	1568
Right Turn on Red		Yes					Yes
Satd. Flow (RTOR)		123					418
Link Speed (mph)	30			50		50	
Link Distance (ft)	1433			1048		1094	
Travel Time (s)	32.6			14.3		14.9	
Peak Hour Factor	0.60	0.69	0.78	0.92	0.25	0.95	0.61
Heavy Vehicles (%)	10%	4%	17%	12%	0%	4%	3%
Adj. Flow (vph)	83	123	119	818	104	1331	418
Shared Lane Traffic (%)							
Lane Group Flow (vph)	83	123	119	818	104	1331	418
Enter Blocked Intersection	No	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	R NA	Left	Right
Median Width(ft)	12			45		45	
Link Offset(ft)	0			0		0	
Crosswalk Width(ft)	16			16		16	
Two way Left Turn Lane							
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9	15		9		9
Number of Detectors	1	1	1	2	1	2	1
Detector Template	Left	Right	Left	Thru	Left	Thru	Right
Leading Detector (ft)	20	20	20	100	20	100	20
Trailing Detector (ft)	0	0	0	0	0	0	0
Detector 1 Position(ft)	0	0	0	0	0	0	0
Detector 1 Size(ft)	20	20	20	6	20	6	20
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel							
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 2 Position(ft)				94		94	
Detector 2 Size(ft)				6		6	
Detector 2 Type				Cl+Ex		Cl+Ex	
Detector 2 Channel							
Detector 2 Extend (s)				0.0		0.0	
Turn Type	Prot	Perm	Prot	NA	Perm	NA	Perm
Protected Phases	7		5	2		6	

Lanes, Volumes, Timings

1: Ronald Reagan Blvd & Hero Way

01/24/2022



Lane Group	EBL	EBR	NBL	NBT	SBU	SBT	SBR
Permitted Phases		7			6		6
Detector Phase	7	7	5	2	6	6	6
Switch Phase							
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	9.5	9.5	9.5	24.0	24.0	24.0	24.0
Total Split (s)	10.0	10.0	13.0	50.0	37.0	37.0	37.0
Total Split (%)	16.7%	16.7%	21.7%	83.3%	61.7%	61.7%	61.7%
Maximum Green (s)	5.5	5.5	8.5	44.0	31.0	31.0	31.0
Yellow Time (s)	3.5	3.5	3.5	4.0	4.0	4.0	4.0
All-Red Time (s)	1.0	1.0	1.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.5	4.5	4.5	6.0	6.0	6.0	6.0
Lead/Lag			Lead		Lag	Lag	Lag
Lead-Lag Optimize?			Yes		Yes	Yes	Yes
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Recall Mode	None	None	None	Min	Min	Min	Min
Walk Time (s)				7.0	7.0	7.0	7.0
Flash Dont Walk (s)				11.0	11.0	11.0	11.0
Pedestrian Calls (#/hr)				0	0	0	0
Act Effect Green (s)	5.8	5.8	8.0	42.8	33.3	33.3	33.3
Actuated g/C Ratio	0.11	0.11	0.15	0.79	0.61	0.61	0.61
v/c Ratio	0.48	0.45	0.52	0.32	0.26	0.63	0.37
Control Delay	37.5	12.0	33.6	3.0	10.8	11.9	2.1
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	37.5	12.0	33.6	3.0	10.8	11.9	2.1
LOS	D	B	C	A	B	B	A
Approach Delay	22.3			6.9		9.6	
Approach LOS	C			A		A	

Intersection Summary

Area Type: Other

Cycle Length: 60

Actuated Cycle Length: 54.5

Natural Cycle: 60

Control Type: Actuated-Uncoordinated

Maximum v/c Ratio: 0.63

Intersection Signal Delay: 9.6

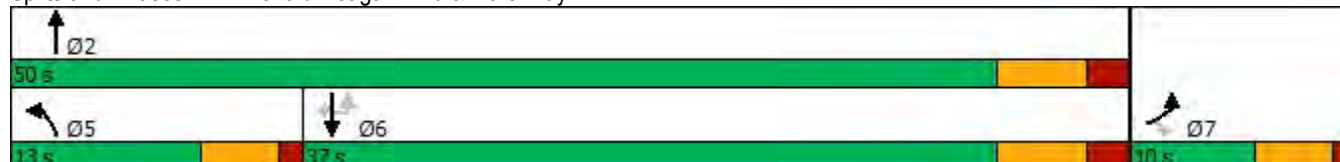
Intersection LOS: A

Intersection Capacity Utilization 56.8%

ICU Level of Service B

Analysis Period (min) 15

Splits and Phases: 1: Ronald Reagan Blvd & Hero Way



Queues

1: Ronald Reagan Blvd & Hero Way

01/24/2022



Lane Group	EBL	EBR	NBL	NBT	SBU	SBT	SBR
Lane Group Flow (vph)	83	123	119	818	104	1331	418
v/c Ratio	0.48	0.45	0.52	0.32	0.26	0.63	0.37
Control Delay	37.5	12.0	33.6	3.0	10.8	11.9	2.1
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	37.5	12.0	33.6	3.0	10.8	11.9	2.1
Queue Length 50th (ft)	30	0	41	40	20	181	0
Queue Length 95th (ft)	43	21	73	58	10	254	0
Internal Link Dist (ft)	1353			968		1014	
Turn Bay Length (ft)		330	505		215		770
Base Capacity (vph)	174	274	252	2549	389	2076	1106
Starvation Cap Reductn	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0
Reduced v/c Ratio	0.48	0.45	0.47	0.32	0.27	0.64	0.38
Intersection Summary							

HCM Signalized Intersection Capacity Analysis

1: Ronald Reagan Blvd & Hero Way

01/24/2022



Movement	EBL	EBR	NBL	NBT	SBU	SBT	SBR
Lane Configurations							
Traffic Volume (vph)	50	85	93	753	26	1264	255
Future Volume (vph)	50	85	93	753	26	1264	255
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.5	4.5	4.5	6.0	6.0	6.0	6.0
Lane Util. Factor	1.00	1.00	1.00	0.95	1.00	0.95	1.00
Frt	1.00	0.85	1.00	1.00	1.00	1.00	0.85
Flt Protected	0.95	1.00	0.95	1.00	0.95	1.00	1.00
Satd. Flow (prot)	1641	1553	1543	3223	1805	3471	1568
Flt Permitted	0.95	1.00	0.95	1.00	0.34	1.00	1.00
Satd. Flow (perm)	1641	1553	1543	3223	652	3471	1568
Peak-hour factor, PHF	0.60	0.69	0.78	0.92	0.25	0.95	0.61
Adj. Flow (vph)	83	123	119	818	104	1331	418
RTOR Reduction (vph)	0	114	0	0	0	0	186
Lane Group Flow (vph)	83	9	119	818	104	1331	232
Heavy Vehicles (%)	10%	4%	17%	12%	0%	4%	3%
Turn Type	Prot	Perm	Prot	NA	Perm	NA	Perm
Protected Phases	7		5	2		6	
Permitted Phases		7			6		6
Actuated Green, G (s)	4.0	4.0	6.2	42.1	31.4	31.4	31.4
Effective Green, g (s)	4.0	4.0	6.2	42.1	31.4	31.4	31.4
Actuated g/C Ratio	0.07	0.07	0.11	0.74	0.55	0.55	0.55
Clearance Time (s)	4.5	4.5	4.5	6.0	6.0	6.0	6.0
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Lane Grp Cap (vph)	115	109	169	2397	361	1925	869
v/s Ratio Prot	c0.05		c0.08	0.25		c0.38	
v/s Ratio Perm		0.01			0.16		0.15
v/c Ratio	0.72	0.08	0.70	0.34	0.29	0.69	0.27
Uniform Delay, d1	25.8	24.6	24.3	2.5	6.7	9.1	6.6
Progression Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Incremental Delay, d2	19.9	0.3	12.5	0.1	0.4	1.1	0.2
Delay (s)	45.7	24.9	36.8	2.6	7.1	10.2	6.8
Level of Service	D	C	D	A	A	B	A
Approach Delay (s)	33.3			6.9		9.2	
Approach LOS	C			A		A	

Intersection Summary

HCM 2000 Control Delay	10.2	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.70		
Actuated Cycle Length (s)	56.6	Sum of lost time (s)	15.0
Intersection Capacity Utilization	56.8%	ICU Level of Service	B
Analysis Period (min)	15		
c Critical Lane Group			

Network Totals

Number of Intersections	1
Total Delay (hr)	7
Stops (#)	1201
Average Speed (mph)	30
Total Travel Time (hr)	18
Distance Traveled (mi)	525
Fuel Consumed (gal)	41
Fuel Economy (mpg)	12.9
Unserved Vehicles (#)	0
Vehicles in dilemma zone (#)	134
Performance Index	10.0

Lanes, Volumes, Timings

1: Ronald Reagan Blvd & Hero Way

01/24/2022



Lane Group	EBL	EBR	NBL	NBT	SBU	SBT	SBR
Lane Configurations							
Traffic Volume (vph)	106	76	144	1226	13	921	152
Future Volume (vph)	106	76	144	1226	13	921	152
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0	330	505		215		770
Storage Lanes	1	1	1		1		1
Taper Length (ft)	25		25		25		
Lane Util. Factor	1.00	1.00	1.00	0.95	1.00	0.95	1.00
Frt		0.850					0.850
Flt Protected	0.950		0.950		0.950		
Satd. Flow (prot)	1736	1553	1770	3574	1805	3471	1509
Flt Permitted	0.950		0.950		0.208		
Satd. Flow (perm)	1736	1553	1770	3574	395	3471	1509
Right Turn on Red		Yes					Yes
Satd. Flow (RTOR)		121					211
Link Speed (mph)	30			50		50	
Link Distance (ft)	1433			1048		1094	
Travel Time (s)	32.6			14.3		14.9	
Peak Hour Factor	0.85	0.63	1.00	0.93	0.25	0.67	0.72
Heavy Vehicles (%)	4%	4%	2%	1%	0%	4%	7%
Adj. Flow (vph)	125	121	144	1318	52	1375	211
Shared Lane Traffic (%)							
Lane Group Flow (vph)	125	121	144	1318	52	1375	211
Enter Blocked Intersection	No	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	R NA	Left	Right
Median Width(ft)	12			45		45	
Link Offset(ft)	0			0		0	
Crosswalk Width(ft)	16			16		16	
Two way Left Turn Lane							
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9	15		9		9
Number of Detectors	1	1	1	2	1	2	1
Detector Template	Left	Right	Left	Thru	Left	Thru	Right
Leading Detector (ft)	20	20	20	100	20	100	20
Trailing Detector (ft)	0	0	0	0	0	0	0
Detector 1 Position(ft)	0	0	0	0	0	0	0
Detector 1 Size(ft)	20	20	20	6	20	6	20
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel							
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 2 Position(ft)				94		94	
Detector 2 Size(ft)				6		6	
Detector 2 Type				Cl+Ex		Cl+Ex	
Detector 2 Channel							
Detector 2 Extend (s)				0.0		0.0	
Turn Type	Prot	Perm	Prot	NA	Perm	NA	Perm
Protected Phases	7		5	2		6	

Lanes, Volumes, Timings

1: Ronald Reagan Blvd & Hero Way

01/24/2022



Lane Group	EBL	EBR	NBL	NBT	SBU	SBT	SBR
Permitted Phases		4			6		6
Detector Phase	7	4	5	2	6	6	6
Switch Phase							
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	9.5	24.0	9.5	24.0	24.0	24.0	24.0
Total Split (s)	24.0	24.0	12.0	51.0	39.0	39.0	39.0
Total Split (%)	32.0%	32.0%	16.0%	68.0%	52.0%	52.0%	52.0%
Maximum Green (s)	19.5	18.0	7.5	45.0	33.0	33.0	33.0
Yellow Time (s)	3.5	4.0	3.5	4.0	4.0	4.0	4.0
All-Red Time (s)	1.0	2.0	1.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.5	6.0	4.5	6.0	6.0	6.0	6.0
Lead/Lag			Lead		Lag	Lag	Lag
Lead-Lag Optimize?			Yes		Yes	Yes	Yes
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Recall Mode	None	None	None	Min	Min	Min	Min
Walk Time (s)		7.0		7.0	7.0	7.0	7.0
Flash Dont Walk (s)		11.0		11.0	11.0	11.0	11.0
Pedestrian Calls (#/hr)		0		0	0	0	0
Act Effect Green (s)	9.9	8.6	7.6	47.0	33.5	33.5	33.5
Actuated g/C Ratio	0.16	0.14	0.12	0.74	0.53	0.53	0.53
v/c Ratio	0.46	0.39	0.68	0.50	0.25	0.75	0.24
Control Delay	30.8	9.7	48.2	5.9	14.5	16.8	2.5
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	30.8	9.7	48.2	5.9	14.5	16.8	2.5
LOS	C	A	D	A	B	B	A
Approach Delay	20.4			10.0		14.9	
Approach LOS	C			B		B	

Intersection Summary

Area Type: Other

Cycle Length: 75

Actuated Cycle Length: 63.5

Natural Cycle: 75

Control Type: Actuated-Uncoordinated

Maximum v/c Ratio: 0.75

Intersection Signal Delay: 13.2

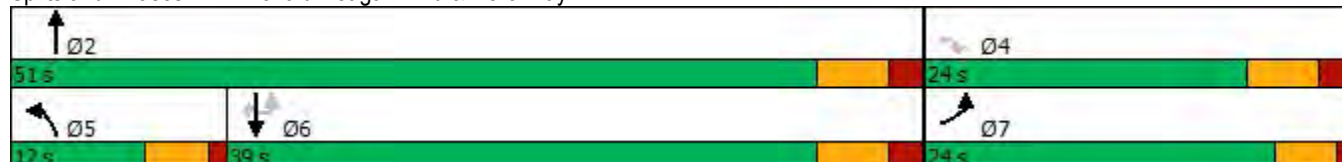
Intersection LOS: B

Intersection Capacity Utilization 57.7%

ICU Level of Service B

Analysis Period (min) 15

Splits and Phases: 1: Ronald Reagan Blvd & Hero Way



Queues

1: Ronald Reagan Blvd & Hero Way

01/24/2022



Lane Group	EBL	EBR	NBL	NBT	SBU	SBT	SBR
Lane Group Flow (vph)	125	121	144	1318	52	1375	211
v/c Ratio	0.46	0.39	0.68	0.50	0.25	0.75	0.24
Control Delay	30.8	9.7	48.2	5.9	14.5	16.8	2.5
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	30.8	9.7	48.2	5.9	14.5	16.8	2.5
Queue Length 50th (ft)	46	0	57	110	11	221	0
Queue Length 95th (ft)	86	13	#147	190	8	208	14
Internal Link Dist (ft)	1353			968		1014	
Turn Bay Length (ft)		330	505		215		770
Base Capacity (vph)	538	531	211	2661	209	1842	899
Starvation Cap Reductn	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0
Reduced v/c Ratio	0.23	0.23	0.68	0.50	0.25	0.75	0.23

Intersection Summary

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

HCM Signalized Intersection Capacity Analysis

1: Ronald Reagan Blvd & Hero Way

01/24/2022



Movement	EBL	EBR	NBL	NBT	SBU	SBT	SBR
Lane Configurations							
Traffic Volume (vph)	106	76	144	1226	13	921	152
Future Volume (vph)	106	76	144	1226	13	921	152
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.5	6.0	4.5	6.0	6.0	6.0	6.0
Lane Util. Factor	1.00	1.00	1.00	0.95	1.00	0.95	1.00
Frt	1.00	0.85	1.00	1.00	1.00	1.00	0.85
Flt Protected	0.95	1.00	0.95	1.00	0.95	1.00	1.00
Satd. Flow (prot)	1736	1553	1770	3574	1805	3471	1509
Flt Permitted	0.95	1.00	0.95	1.00	0.21	1.00	1.00
Satd. Flow (perm)	1736	1553	1770	3574	396	3471	1509
Peak-hour factor, PHF	0.85	0.63	1.00	0.93	0.25	0.67	0.72
Adj. Flow (vph)	125	121	144	1318	52	1375	211
RTOR Reduction (vph)	0	108	0	0	0	0	102
Lane Group Flow (vph)	125	13	144	1318	52	1375	109
Heavy Vehicles (%)	4%	4%	2%	1%	0%	4%	7%
Turn Type	Prot	Perm	Prot	NA	Perm	NA	Perm
Protected Phases	7		5	2		6	
Permitted Phases		4			6		6
Actuated Green, G (s)	8.7	7.2	7.6	45.6	33.5	33.5	33.5
Effective Green, g (s)	8.7	7.2	7.6	45.6	33.5	33.5	33.5
Actuated g/C Ratio	0.13	0.11	0.12	0.70	0.52	0.52	0.52
Clearance Time (s)	4.5	6.0	4.5	6.0	6.0	6.0	6.0
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Lane Grp Cap (vph)	233	172	207	2515	204	1794	780
v/s Ratio Prot	c0.07		c0.08	0.37		c0.40	
v/s Ratio Perm		0.01			0.13		0.07
v/c Ratio	0.54	0.08	0.70	0.52	0.25	0.77	0.14
Uniform Delay, d1	26.2	25.8	27.5	4.5	8.7	12.5	8.1
Progression Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Incremental Delay, d2	2.4	0.2	9.7	0.2	0.7	2.0	0.1
Delay (s)	28.5	26.0	37.2	4.7	9.4	14.5	8.2
Level of Service	C	C	D	A	A	B	A
Approach Delay (s)	27.3			7.9		13.6	
Approach LOS	C			A		B	
Intersection Summary							
HCM 2000 Control Delay			12.1		HCM 2000 Level of Service		B
HCM 2000 Volume to Capacity ratio			0.74				
Actuated Cycle Length (s)			64.8		Sum of lost time (s)		16.5
Intersection Capacity Utilization			57.7%		ICU Level of Service		B
Analysis Period (min)			15				
c Critical Lane Group							

Network Totals

Number of Intersections	1
Total Delay (hr)	9
Stops (#)	1423
Average Speed (mph)	26
Total Travel Time (hr)	21
Distance Traveled (mi)	546
Fuel Consumed (gal)	46
Fuel Economy (mpg)	11.8
Unserved Vehicles (#)	0
Vehicles in dilemma zone (#)	134
Performance Index	13.4

Lanes, Volumes, Timings

1: Ronald Reagan Blvd & Hero Way

01/24/2022



Lane Group	EBL	EBR	NBL	NBT	SBU	SBT	SBR
Lane Configurations							
Traffic Volume (vph)	50	85	93	753	26	1264	255
Future Volume (vph)	50	85	93	753	26	1264	255
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0	330	505		215		770
Storage Lanes	1	1	1		1		1
Taper Length (ft)	25		25		25		
Lane Util. Factor	1.00	1.00	1.00	0.95	1.00	0.95	1.00
Frt		0.850					0.850
Flt Protected	0.950		0.950		0.950		
Satd. Flow (prot)	1641	1553	1543	3223	1805	3471	1568
Flt Permitted	0.950		0.950		0.950		
Satd. Flow (perm)	1641	1553	1543	3223	1805	3471	1568
Right Turn on Red		Yes					Yes
Satd. Flow (RTOR)		14					176
Link Speed (mph)	30			50		50	
Link Distance (ft)	1433			1048		1009	
Travel Time (s)	32.6			14.3		13.8	
Peak Hour Factor	0.60	0.69	0.78	0.92	0.25	0.95	0.61
Heavy Vehicles (%)	10%	4%	17%	12%	0%	4%	3%
Adj. Flow (vph)	83	123	119	818	104	1331	418
Shared Lane Traffic (%)							
Lane Group Flow (vph)	83	123	119	818	104	1331	418
Enter Blocked Intersection	No	No	No	No	No	No	No
Lane Alignment	L NA	Right	Left	R NA	L NA	Left	Right
Median Width(ft)	12			45		45	
Link Offset(ft)	0			0		0	
Crosswalk Width(ft)	16			16		16	
Two way Left Turn Lane							
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9	15		9		9
Number of Detectors	1	1	1	2	1	2	1
Detector Template	Left	Right	Left	Thru	Left	Thru	Right
Leading Detector (ft)	20	20	20	100	20	100	20
Trailing Detector (ft)	0	0	0	0	0	0	0
Detector 1 Position(ft)	0	0	0	0	0	0	0
Detector 1 Size(ft)	20	20	20	6	20	6	20
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel							
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 2 Position(ft)				94		94	
Detector 2 Size(ft)				6		6	
Detector 2 Type				Cl+Ex		Cl+Ex	
Detector 2 Channel							
Detector 2 Extend (s)				0.0		0.0	
Turn Type	Prot	pt+ov	Prot	NA	Perm	NA	pm+ov
Protected Phases	4!	4 5	5	Free!		6	4

Lanes, Volumes, Timings

1: Ronald Reagan Blvd & Hero Way

01/24/2022



Lane Group	EBL	EBR	NBL	NBT	SBU	SBT	SBR
Permitted Phases					6		6
Detector Phase	4	4 5	5		6	6	4
Switch Phase							
Minimum Initial (s)	5.0		5.0		5.0	5.0	5.0
Minimum Split (s)	22.5		11.0		22.5	22.5	22.5
Total Split (s)	22.5		12.0		35.5	35.5	22.5
Total Split (%)	32.1%		17.1%		50.7%	50.7%	32.1%
Maximum Green (s)	16.5		6.0		29.5	29.5	16.5
Yellow Time (s)	4.0		4.0		4.0	4.0	4.0
All-Red Time (s)	2.0		2.0		2.0	2.0	2.0
Lost Time Adjust (s)	0.0		0.0		0.0	0.0	0.0
Total Lost Time (s)	6.0		6.0		6.0	6.0	6.0
Lead/Lag			Lead		Lag	Lag	
Lead-Lag Optimize?			Yes		Yes	Yes	
Vehicle Extension (s)	3.0		3.0		3.0	3.0	3.0
Recall Mode	None		None		Min	Min	None
Act Effect Green (s)	9.2	21.3	6.0	61.6	28.3	28.3	43.5
Actuated g/C Ratio	0.15	0.35	0.10	1.00	0.46	0.46	0.71
v/c Ratio	0.34	0.23	0.79	0.25	0.13	0.84	0.36
Control Delay	27.7	14.2	67.1	0.2	10.8	21.5	2.8
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	27.7	14.2	67.1	0.2	10.8	21.5	2.8
LOS	C	B	E	A	B	C	A
Approach Delay	19.7			8.7		16.6	
Approach LOS	B			A		B	

Intersection Summary

Area Type: Other

Cycle Length: 70

Actuated Cycle Length: 61.6

Natural Cycle: 70

Control Type: Actuated-Uncoordinated

Maximum v/c Ratio: 0.84

Intersection Signal Delay: 14.4

Intersection LOS: B

Intersection Capacity Utilization 59.3%

ICU Level of Service B

Analysis Period (min) 15

! Phase conflict between lane groups.

Splits and Phases: 1: Ronald Reagan Blvd & Hero Way



Queues

1: Ronald Reagan Blvd & Hero Way

01/24/2022



Lane Group	EBL	EBR	NBL	NBT	SBU	SBT	SBR
Lane Group Flow (vph)	83	123	119	818	104	1331	418
Act Effect Green (s)	9.2	21.3	6.0	61.6	28.3	28.3	43.5
Actuated g/C Ratio	0.15	0.35	0.10	1.00	0.46	0.46	0.71
v/c Ratio	0.34	0.23	0.79	0.25	0.13	0.84	0.36
Control Delay	27.7	14.2	67.1	0.2	10.8	21.5	2.8
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	27.7	14.2	67.1	0.2	10.8	21.5	2.8
LOS	C	B	E	A	B	C	A
Approach Delay	19.7			8.7		16.6	
Approach LOS	B			A		B	
Queue Length 50th (ft)	29	29	45	0	20	210	24
Queue Length 95th (ft)	41	45	#112	0	13	#387	22
Internal Link Dist (ft)	1353			968		929	
Turn Bay Length (ft)		330	505		215		770
Base Capacity (vph)	442	526	151	3223	870	1673	1326
Starvation Cap Reductn	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0
Reduced v/c Ratio	0.19	0.23	0.79	0.25	0.12	0.80	0.32

Intersection Summary

Cycle Length: 70

Actuated Cycle Length: 61.6

Control Type: Actuated-Uncoordinated

Maximum v/c Ratio: 0.84

Intersection Signal Delay: 14.4

Intersection LOS: B

Intersection Capacity Utilization 59.3%

ICU Level of Service B

Analysis Period (min) 15

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

HCM Signalized Intersection Capacity Analysis

1: Ronald Reagan Blvd & Hero Way

01/24/2022



Movement	EBL	EBR	NBL	NBT	SBU	SBT	SBR
Lane Configurations							
Traffic Volume (vph)	50	85	93	753	26	1264	255
Future Volume (vph)	50	85	93	753	26	1264	255
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0	6.0	6.0	4.0	6.0	6.0	6.0
Lane Util. Factor	1.00	1.00	1.00	0.95	1.00	0.95	1.00
Frt	1.00	0.85	1.00	1.00	1.00	1.00	0.85
Flt Protected	0.95	1.00	0.95	1.00	0.95	1.00	1.00
Satd. Flow (prot)	1641	1553	1543	3223	1805	3471	1568
Flt Permitted	0.95	1.00	0.95	1.00	0.95	1.00	1.00
Satd. Flow (perm)	1641	1553	1543	3223	1805	3471	1568
Peak-hour factor, PHF	0.60	0.69	0.78	0.92	0.25	0.95	0.61
Adj. Flow (vph)	83	123	119	818	104	1331	418
RTOR Reduction (vph)	0	9	0	0	0	0	69
Lane Group Flow (vph)	83	114	119	818	104	1331	349
Heavy Vehicles (%)	10%	4%	17%	12%	0%	4%	3%
Turn Type	Prot	pt+ov	Prot	NA	Perm	NA	pm+ov
Protected Phases	4!	4 5	5	Free!		6	4
Permitted Phases					6		6
Actuated Green, G (s)	9.2	21.2	6.0	61.5	28.3	28.3	37.5
Effective Green, g (s)	9.2	21.2	6.0	61.5	28.3	28.3	37.5
Actuated g/C Ratio	0.15	0.34	0.10	1.00	0.46	0.46	0.61
Clearance Time (s)	6.0		6.0		6.0	6.0	6.0
Vehicle Extension (s)	3.0		3.0		3.0	3.0	3.0
Lane Grp Cap (vph)	245	535	150	3223	830	1597	1109
v/s Ratio Prot	0.05	0.07	c0.08	0.25		c0.38	0.05
v/s Ratio Perm					0.06		0.18
v/c Ratio	0.34	0.21	0.79	0.25	0.13	0.83	0.31
Uniform Delay, d1	23.4	14.2	27.1	0.0	9.5	14.5	5.8
Progression Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Incremental Delay, d2	0.8	0.2	24.3	0.2	0.1	3.9	0.2
Delay (s)	24.3	14.4	51.5	0.2	9.6	18.4	6.0
Level of Service	C	B	D	A	A	B	A
Approach Delay (s)	18.4			6.7		15.1	
Approach LOS	B			A		B	

Intersection Summary

HCM 2000 Control Delay	12.7	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.74		
Actuated Cycle Length (s)	61.5	Sum of lost time (s)	18.0
Intersection Capacity Utilization	59.3%	ICU Level of Service	B
Analysis Period (min)	15		

! Phase conflict between lane groups.

c Critical Lane Group

Network Totals

Number of Intersections	1
Total Delay (hr)	10
Stops (#)	1215
Average Speed (mph)	24
Total Travel Time (hr)	21
Distance Traveled (mi)	500
Fuel Consumed (gal)	42
Fuel Economy (mpg)	11.8
Unserved Vehicles (#)	0
Vehicles in dilemma zone (#)	96
Performance Index	13.7

Lanes, Volumes, Timings

1: Ronald Reagan Blvd & Hero Way

01/24/2022



Lane Group	EBL	EBR	NBL	NBT	SBU	SBT	SBR
Lane Configurations							
Traffic Volume (vph)	106	76	144	1226	13	921	152
Future Volume (vph)	106	76	144	1226	13	921	152
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0	330	505		215		770
Storage Lanes	1	1	1		1		1
Taper Length (ft)	25		25		25		
Lane Util. Factor	1.00	1.00	1.00	0.95	1.00	0.95	1.00
Frt		0.850					0.850
Flt Protected	0.950		0.950		0.950		
Satd. Flow (prot)	1736	1553	1770	3574	1805	3471	1509
Flt Permitted	0.950		0.950		0.950		
Satd. Flow (perm)	1736	1553	1770	3574	1805	3471	1509
Right Turn on Red		Yes					Yes
Satd. Flow (RTOR)		16					143
Link Speed (mph)	30			50		50	
Link Distance (ft)	1433			1048		1009	
Travel Time (s)	32.6			14.3		13.8	
Peak Hour Factor	0.85	0.63	1.00	0.93	0.25	0.67	0.72
Heavy Vehicles (%)	4%	4%	2%	1%	0%	4%	7%
Adj. Flow (vph)	125	121	144	1318	52	1375	211
Shared Lane Traffic (%)							
Lane Group Flow (vph)	125	121	144	1318	52	1375	211
Enter Blocked Intersection	No	No	No	No	No	No	No
Lane Alignment	L NA	Right	Left	R NA	L NA	Left	Right
Median Width(ft)	12			45		45	
Link Offset(ft)	0			0		0	
Crosswalk Width(ft)	16			16		16	
Two way Left Turn Lane							
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9	15		9		9
Number of Detectors	1	1	1	2	1	2	1
Detector Template	Left	Right	Left	Thru	Left	Thru	Right
Leading Detector (ft)	20	20	20	100	20	100	20
Trailing Detector (ft)	0	0	0	0	0	0	0
Detector 1 Position(ft)	0	0	0	0	0	0	0
Detector 1 Size(ft)	20	20	20	6	20	6	20
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel							
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 2 Position(ft)				94		94	
Detector 2 Size(ft)				6		6	
Detector 2 Type				Cl+Ex		Cl+Ex	
Detector 2 Channel							
Detector 2 Extend (s)				0.0		0.0	
Turn Type	Prot	pt+ov	Prot	NA	Perm	NA	pm+ov
Protected Phases	4!	4 5	5	Free!		6	4

Lanes, Volumes, Timings

1: Ronald Reagan Blvd & Hero Way

01/24/2022



Lane Group	EBL	EBR	NBL	NBT	SBU	SBT	SBR
Permitted Phases					6		6
Detector Phase	4	4 5	5		6	6	4
Switch Phase							
Minimum Initial (s)	5.0		5.0		5.0	5.0	5.0
Minimum Split (s)	22.5		11.0		22.5	22.5	22.5
Total Split (s)	22.5		13.0		39.5	39.5	22.5
Total Split (%)	30.0%		17.3%		52.7%	52.7%	30.0%
Maximum Green (s)	16.5		7.0		33.5	33.5	16.5
Yellow Time (s)	4.0		4.0		4.0	4.0	4.0
All-Red Time (s)	2.0		2.0		2.0	2.0	2.0
Lost Time Adjust (s)	0.0		0.0		0.0	0.0	0.0
Total Lost Time (s)	6.0		6.0		6.0	6.0	6.0
Lead/Lag			Lead		Lag	Lag	
Lead-Lag Optimize?			Yes		Yes	Yes	
Vehicle Extension (s)	3.0		3.0		3.0	3.0	3.0
Recall Mode	None		None		Min	Min	None
Act Effect Green (s)	10.3	23.4	7.1	66.8	31.3	31.3	47.6
Actuated g/C Ratio	0.15	0.35	0.11	1.00	0.47	0.47	0.71
v/c Ratio	0.47	0.22	0.77	0.37	0.06	0.85	0.19
Control Delay	32.3	15.0	60.9	0.3	10.7	22.5	1.5
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	32.3	15.0	60.9	0.3	10.7	22.5	1.5
LOS	C	B	E	A	B	C	A
Approach Delay	23.8			6.3		19.4	
Approach LOS	C			A		B	

Intersection Summary

Area Type: Other

Cycle Length: 75

Actuated Cycle Length: 66.8

Natural Cycle: 75

Control Type: Actuated-Uncoordinated

Maximum v/c Ratio: 0.85

Intersection Signal Delay: 14.0

Intersection LOS: B

Intersection Capacity Utilization 57.3%

ICU Level of Service B

Analysis Period (min) 15

! Phase conflict between lane groups.

Splits and Phases: 1: Ronald Reagan Blvd & Hero Way



Queues

1: Ronald Reagan Blvd & Hero Way

01/24/2022



Lane Group	EBL	EBR	NBL	NBT	SBU	SBT	SBR
Lane Group Flow (vph)	125	121	144	1318	52	1375	211
Act Effect Green (s)	10.3	23.4	7.1	66.8	31.3	31.3	47.6
Actuated g/C Ratio	0.15	0.35	0.11	1.00	0.47	0.47	0.71
v/c Ratio	0.47	0.22	0.77	0.37	0.06	0.85	0.19
Control Delay	32.3	15.0	60.9	0.3	10.7	22.5	1.5
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	32.3	15.0	60.9	0.3	10.7	22.5	1.5
LOS	C	B	E	A	B	C	A
Approach Delay	23.8			6.3		19.4	
Approach LOS	C			A		B	
Queue Length 50th (ft)	49	31	61	0	11	243	6
Queue Length 95th (ft)	90	42	#166	0	8	233	13
Internal Link Dist (ft)	1353			968		929	
Turn Bay Length (ft)		330	505		215		770
Base Capacity (vph)	432	528	187	3574	913	1756	1246
Starvation Cap Reductn	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0
Reduced v/c Ratio	0.29	0.23	0.77	0.37	0.06	0.78	0.17

Intersection Summary

Cycle Length: 75

Actuated Cycle Length: 66.8

Control Type: Actuated-Uncoordinated

Maximum v/c Ratio: 0.85

Intersection Signal Delay: 14.0

Intersection LOS: B

Intersection Capacity Utilization 57.3%

ICU Level of Service B

Analysis Period (min) 15

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

HCM Signalized Intersection Capacity Analysis

1: Ronald Reagan Blvd & Hero Way

01/24/2022



Movement	EBL	EBR	NBL	NBT	SBU	SBT	SBR
Lane Configurations							
Traffic Volume (vph)	106	76	144	1226	13	921	152
Future Volume (vph)	106	76	144	1226	13	921	152
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0	6.0	6.0	4.0	6.0	6.0	6.0
Lane Util. Factor	1.00	1.00	1.00	0.95	1.00	0.95	1.00
Frt	1.00	0.85	1.00	1.00	1.00	1.00	0.85
Flt Protected	0.95	1.00	0.95	1.00	0.95	1.00	1.00
Satd. Flow (prot)	1736	1553	1770	3574	1805	3471	1509
Flt Permitted	0.95	1.00	0.95	1.00	0.95	1.00	1.00
Satd. Flow (perm)	1736	1553	1770	3574	1805	3471	1509
Peak-hour factor, PHF	0.85	0.63	1.00	0.93	0.25	0.67	0.72
Adj. Flow (vph)	125	121	144	1318	52	1375	211
RTOR Reduction (vph)	0	10	0	0	0	0	54
Lane Group Flow (vph)	125	111	144	1318	52	1375	157
Heavy Vehicles (%)	4%	4%	2%	1%	0%	4%	7%
Turn Type	Prot	pt+ov	Prot	NA	Perm	NA	pm+ov
Protected Phases	4!	4 5	5	Free!		6	4
Permitted Phases					6		6
Actuated Green, G (s)	10.3	23.4	7.1	66.7	31.3	31.3	41.6
Effective Green, g (s)	10.3	23.4	7.1	66.7	31.3	31.3	41.6
Actuated g/C Ratio	0.15	0.35	0.11	1.00	0.47	0.47	0.62
Clearance Time (s)	6.0		6.0		6.0	6.0	6.0
Vehicle Extension (s)	3.0		3.0		3.0	3.0	3.0
Lane Grp Cap (vph)	268	544	188	3574	847	1628	1076
v/s Ratio Prot	0.07	0.07	c0.08	0.37		c0.40	0.02
v/s Ratio Perm					0.03		0.08
v/c Ratio	0.47	0.20	0.77	0.37	0.06	0.84	0.15
Uniform Delay, d1	25.7	15.1	29.0	0.0	9.7	15.6	5.2
Progression Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Incremental Delay, d2	1.3	0.2	16.9	0.3	0.0	4.2	0.1
Delay (s)	27.0	15.3	45.8	0.3	9.7	19.8	5.3
Level of Service	C	B	D	A	A	B	A
Approach Delay (s)	21.2			4.8		17.6	
Approach LOS	C			A		B	

Intersection Summary

HCM 2000 Control Delay	12.3	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.78		
Actuated Cycle Length (s)	66.7	Sum of lost time (s)	18.0
Intersection Capacity Utilization	57.3%	ICU Level of Service	B
Analysis Period (min)	15		

! Phase conflict between lane groups.

c Critical Lane Group

Network Totals

Number of Intersections	1
Total Delay (hr)	10
Stops (#)	1000
Average Speed (mph)	25
Total Travel Time (hr)	21
Distance Traveled (mi)	529
Fuel Consumed (gal)	39
Fuel Economy (mpg)	13.5
Unserved Vehicles (#)	0
Vehicles in dilemma zone (#)	63
Performance Index	12.4

Lanes, Volumes, Timings

1: Ronald Reagan Blvd & Hero Way

01/24/2022



Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations		↗		↕	↕	↖
Traffic Volume (vph)	0	135	0	803	1264	348
Future Volume (vph)	0	135	0	803	1264	348
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	5	0	505			770
Storage Lanes	0	1	0			1
Taper Length (ft)	25		25			
Lane Util. Factor	1.00	1.00	1.00	0.95	0.95	1.00
Frt		0.865				0.850
Flt Protected						
Satd. Flow (prot)	0	1580	0	3223	3471	1568
Flt Permitted						
Satd. Flow (perm)	0	1580	0	3223	3471	1568
Link Speed (mph)	30			50	50	
Link Distance (ft)	1433			766	895	
Travel Time (s)	32.6			10.4	12.2	
Peak Hour Factor	0.60	0.69	0.78	0.92	0.95	0.61
Heavy Vehicles (%)	10%	4%	17%	12%	4%	3%
Adj. Flow (vph)	0	196	0	873	1331	570
Shared Lane Traffic (%)						
Lane Group Flow (vph)	0	196	0	873	1331	570
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Right	Left	Right
Median Width(ft)	0			45	33	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9	15			9
Sign Control	Stop			Free	Free	
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization	50.0%			ICU Level of Service A		
Analysis Period (min)	15					

HCM Unsignalized Intersection Capacity Analysis

1: Ronald Reagan Blvd & Hero Way

01/24/2022



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations		↗		↕↗	↕↗	↗
Traffic Volume (veh/h)	0	135	0	803	1264	348
Future Volume (Veh/h)	0	135	0	803	1264	348
Sign Control	Stop			Free	Free	
Grade	0%			0%	0%	
Peak Hour Factor	0.60	0.69	0.78	0.92	0.95	0.61
Hourly flow rate (vph)	0	196	0	873	1331	570
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type				Raised	Raised	
Median storage (veh)				1	1	
Upstream signal (ft)				766	895	
pX, platoon unblocked	0.82	0.79	0.79			
vC, conflicting volume	1768	666	1901			
vC1, stage 1 conf vol	1331					
vC2, stage 2 conf vol	436					
vCu, unblocked vol	1122	30	1602			
tC, single (s)	7.0	7.0	4.4			
tC, 2 stage (s)	6.0					
tF (s)	3.6	3.3	2.4			
p0 queue free %	100	76	100			
cM capacity (veh/h)	230	811	268			
Direction, Lane #	EB 1	NB 1	NB 2	SB 1	SB 2	SB 3
Volume Total	196	436	436	666	666	570
Volume Left	0	0	0	0	0	0
Volume Right	196	0	0	0	0	570
cSH	811	1700	1700	1700	1700	1700
Volume to Capacity	0.24	0.26	0.26	0.39	0.39	0.34
Queue Length 95th (ft)	24	0	0	0	0	0
Control Delay (s)	10.9	0.0	0.0	0.0	0.0	0.0
Lane LOS	B					
Approach Delay (s)	10.9	0.0		0.0		
Approach LOS	B					
Intersection Summary						
Average Delay		0.7				
Intersection Capacity Utilization		50.0%		ICU Level of Service		A
Analysis Period (min)		15				

Lanes, Volumes, Timings

12: Ronald Reagan Blvd

01/24/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBU	SBL	SBT
Lane Configurations								↑↑		↓		↑↑
Traffic Volume (vph)	0	0	0	0	0	0	0	753	0	50	0	1349
Future Volume (vph)	0	0	0	0	0	0	0	753	0	50	0	1349
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0		0	0		0	0		0		215	
Storage Lanes	0		0	0		0	0		0		1	
Taper Length (ft)	25			25			25				25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.95	1.00	1.00	1.00	0.95
Frt												
Flt Protected										0.950		
Satd. Flow (prot)	0	0	0	0	0	0	0	3539	0	1770	0	3539
Flt Permitted										0.950		
Satd. Flow (perm)	0	0	0	0	0	0	0	3539	0	1770	0	3539
Right Turn on Red			Yes			Yes				Yes		
Satd. Flow (RTOR)												
Link Speed (mph)		30			30			50				50
Link Distance (ft)		206			276			541				766
Travel Time (s)		4.7			6.3			7.4				10.4
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	0	0	0	0	0	0	0	818	0	54	0	1466
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	0	0	0	0	0	0	818	0	54	0	1466
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	R NA	Left	Left
Median Width(ft)		0			0			45				45
Link Offset(ft)		0			0			0				0
Crosswalk Width(ft)		16			16			16				16
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	9	15	
Number of Detectors								2		1		2
Detector Template								Thru		Left		Thru
Leading Detector (ft)								100		20		100
Trailing Detector (ft)								0		0		0
Detector 1 Position(ft)								0		0		0
Detector 1 Size(ft)								6		20		6
Detector 1 Type								Cl+Ex		Cl+Ex		Cl+Ex
Detector 1 Channel												
Detector 1 Extend (s)								0.0		0.0		0.0
Detector 1 Queue (s)								0.0		0.0		0.0
Detector 1 Delay (s)								0.0		0.0		0.0
Detector 2 Position(ft)								94				94
Detector 2 Size(ft)								6				6
Detector 2 Type								Cl+Ex				Cl+Ex
Detector 2 Channel												
Detector 2 Extend (s)								0.0				0.0
Turn Type								NA		Prot		NA
Protected Phases								2		4		Free
Permitted Phases												

Lanes, Volumes, Timings

12: Ronald Reagan Blvd

01/24/2022

Lane Group	SBR
Lane Configurations	
Traffic Volume (vph)	0
Future Volume (vph)	0
Ideal Flow (vphpl)	1900
Storage Length (ft)	0
Storage Lanes	0
Taper Length (ft)	
Lane Util. Factor	1.00
Frt	
Flt Protected	
Satd. Flow (prot)	0
Flt Permitted	
Satd. Flow (perm)	0
Right Turn on Red	Yes
Satd. Flow (RTOR)	
Link Speed (mph)	
Link Distance (ft)	
Travel Time (s)	
Peak Hour Factor	0.92
Adj. Flow (vph)	0
Shared Lane Traffic (%)	
Lane Group Flow (vph)	0
Enter Blocked Intersection	No
Lane Alignment	Right
Median Width(ft)	
Link Offset(ft)	
Crosswalk Width(ft)	
Two way Left Turn Lane	
Headway Factor	1.00
Turning Speed (mph)	9
Number of Detectors	
Detector Template	
Leading Detector (ft)	
Trailing Detector (ft)	
Detector 1 Position(ft)	
Detector 1 Size(ft)	
Detector 1 Type	
Detector 1 Channel	
Detector 1 Extend (s)	
Detector 1 Queue (s)	
Detector 1 Delay (s)	
Detector 2 Position(ft)	
Detector 2 Size(ft)	
Detector 2 Type	
Detector 2 Channel	
Detector 2 Extend (s)	
Turn Type	
Protected Phases	
Permitted Phases	

Lanes, Volumes, Timings

12: Ronald Reagan Blvd

01/24/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBU	SBL	SBT
Detector Phase								2		4		
Switch Phase												
Minimum Initial (s)								5.0		5.0		
Minimum Split (s)								24.0		24.0		
Total Split (s)								26.0		24.0		
Total Split (%)								52.0%		48.0%		
Maximum Green (s)								20.0		18.0		
Yellow Time (s)								4.0		4.0		
All-Red Time (s)								2.0		2.0		
Lost Time Adjust (s)								0.0		0.0		
Total Lost Time (s)								6.0		6.0		
Lead/Lag												
Lead-Lag Optimize?												
Vehicle Extension (s)								3.0		3.0		
Recall Mode								Max		None		
Walk Time (s)								7.0		7.0		
Flash Dont Walk (s)								11.0		11.0		
Pedestrian Calls (#/hr)								0		0		
Act Effct Green (s)								37.5		6.9		44.8
Actuated g/C Ratio								0.84		0.15		1.00
v/c Ratio								0.28		0.20		0.41
Control Delay								3.3		19.0		0.4
Queue Delay								0.0		0.0		0.0
Total Delay								3.3		19.0		0.4
LOS								A		B		A
Approach Delay								3.3				1.0
Approach LOS								A				A
Queue Length 50th (ft)								0		11		0
Queue Length 95th (ft)								87		34		0
Internal Link Dist (ft)		126			196			461				686
Turn Bay Length (ft)										215		
Base Capacity (vph)								2962		721		3539
Starvation Cap Reductn								0		0		0
Spillback Cap Reductn								0		0		0
Storage Cap Reductn								0		0		0
Reduced v/c Ratio								0.28		0.07		0.41
Intersection Summary												
Area Type:	Other											
Cycle Length: 50												
Actuated Cycle Length: 44.8												
Natural Cycle: 50												
Control Type: Actuated-Uncoordinated												
Maximum v/c Ratio: 0.41												
Intersection Signal Delay: 1.8						Intersection LOS: A						
Intersection Capacity Utilization 40.6%						ICU Level of Service A						
Analysis Period (min) 15												

Lanes, Volumes, Timings
12: Ronald Reagan Blvd

01/24/2022

Splits and Phases: 12: Ronald Reagan Blvd





Lane Group	SBR
Detector Phase	
Switch Phase	
Minimum Initial (s)	
Minimum Split (s)	
Total Split (s)	
Total Split (%)	
Maximum Green (s)	
Yellow Time (s)	
All-Red Time (s)	
Lost Time Adjust (s)	
Total Lost Time (s)	
Lead/Lag	
Lead-Lag Optimize?	
Vehicle Extension (s)	
Recall Mode	
Walk Time (s)	
Flash Dont Walk (s)	
Pedestrian Calls (#/hr)	
Act Effct Green (s)	
Actuated g/C Ratio	
v/c Ratio	
Control Delay	
Queue Delay	
Total Delay	
LOS	
Approach Delay	
Approach LOS	
Queue Length 50th (ft)	
Queue Length 95th (ft)	
Internal Link Dist (ft)	
Turn Bay Length (ft)	
Base Capacity (vph)	
Starvation Cap Reductn	
Spillback Cap Reductn	
Storage Cap Reductn	
Reduced v/c Ratio	
Intersection Summary	

Queues

12: Ronald Reagan Blvd

01/24/2022

	↑	↶	↓
Lane Group	NBT	SBU	SBT
Lane Configurations	↑↑	↶	↑↑
Traffic Volume (vph)	753	50	1349
Future Volume (vph)	753	50	1349
Lane Group Flow (vph)	818	54	1466
Turn Type	NA	Prot	NA
Protected Phases	2	4	Free
Permitted Phases			
Detector Phase	2	4	
Switch Phase			
Minimum Initial (s)	5.0	5.0	
Minimum Split (s)	24.0	24.0	
Total Split (s)	26.0	24.0	
Total Split (%)	52.0%	48.0%	
Yellow Time (s)	4.0	4.0	
All-Red Time (s)	2.0	2.0	
Lost Time Adjust (s)	0.0	0.0	
Total Lost Time (s)	6.0	6.0	
Lead/Lag			
Lead-Lag Optimize?			
Recall Mode	Max	None	
Act Effct Green (s)	37.5	6.9	44.8
Actuated g/C Ratio	0.84	0.15	1.00
v/c Ratio	0.28	0.20	0.41
Control Delay	3.3	19.0	0.4
Queue Delay	0.0	0.0	0.0
Total Delay	3.3	19.0	0.4
LOS	A	B	A
Approach Delay	3.3		1.0
Approach LOS	A		A
Queue Length 50th (ft)	0	11	0
Queue Length 95th (ft)	87	34	0
Internal Link Dist (ft)	461		686
Turn Bay Length (ft)		215	
Base Capacity (vph)	2962	721	3539
Starvation Cap Reductn	0	0	0
Spillback Cap Reductn	0	0	0
Storage Cap Reductn	0	0	0
Reduced v/c Ratio	0.28	0.07	0.41
Intersection Summary			
Cycle Length: 50			
Actuated Cycle Length: 44.8			
Natural Cycle: 50			
Control Type: Actuated-Uncoordinated			
Maximum v/c Ratio: 0.41			
Intersection Signal Delay: 1.8		Intersection LOS: A	
Intersection Capacity Utilization 40.6%		ICU Level of Service A	
Analysis Period (min) 15			

Queues

12: Ronald Reagan Blvd

01/24/2022

Splits and Phases: 12: Ronald Reagan Blvd



HCM Signalized Intersection Capacity Analysis

12: Ronald Reagan Blvd

01/24/2022

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBU	SBL	SBT
Lane Configurations								↑↑		↓		↑↑
Traffic Volume (vph)	0	0	0	0	0	0	0	753	0	50	0	1349
Future Volume (vph)	0	0	0	0	0	0	0	753	0	50	0	1349
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)								6.0		6.0		4.0
Lane Util. Factor								0.95		1.00		0.95
Frt								1.00		1.00		1.00
Flt Protected								1.00		0.95		1.00
Satd. Flow (prot)								3539		1770		3539
Flt Permitted								1.00		0.95		1.00
Satd. Flow (perm)								3539		1770		3539
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	0	0	0	0	0	0	0	818	0	54	0	1466
RTOR Reduction (vph)	0	0	0	0	0	0	0	0	0	0	0	0
Lane Group Flow (vph)	0	0	0	0	0	0	0	818	0	54	0	1466
Turn Type								NA		Prot		NA
Protected Phases								2		4		Free
Permitted Phases												
Actuated Green, G (s)								33.6		3.0		48.6
Effective Green, g (s)								33.6		3.0		48.6
Actuated g/C Ratio								0.69		0.06		1.00
Clearance Time (s)								6.0		6.0		
Vehicle Extension (s)								3.0		3.0		
Lane Grp Cap (vph)								2446		109		3539
v/s Ratio Prot								0.23		0.03		0.41
v/s Ratio Perm												
v/c Ratio								0.33		0.50		0.41
Uniform Delay, d1								3.0		22.1		0.0
Progression Factor								1.00		1.00		1.00
Incremental Delay, d2								0.4		3.5		0.4
Delay (s)								3.4		25.6		0.4
Level of Service								A		C		A
Approach Delay (s)		0.0			0.0			3.4				1.3
Approach LOS		A			A			A				A
Intersection Summary												
HCM 2000 Control Delay		2.0			HCM 2000 Level of Service					A		
HCM 2000 Volume to Capacity ratio		0.55										
Actuated Cycle Length (s)		48.6			Sum of lost time (s)					12.0		
Intersection Capacity Utilization		40.6%			ICU Level of Service					A		
Analysis Period (min)		15										
c Critical Lane Group												

HCM Signalized Intersection Capacity Analysis

12: Ronald Reagan Blvd

01/24/2022



Movement	SBR
Lane Configurations	
Traffic Volume (vph)	0
Future Volume (vph)	0
Ideal Flow (vphpl)	1900
Total Lost time (s)	
Lane Util. Factor	
Frt	
Flt Protected	
Satd. Flow (prot)	
Flt Permitted	
Satd. Flow (perm)	
Peak-hour factor, PHF	0.92
Adj. Flow (vph)	0
RTOR Reduction (vph)	0
Lane Group Flow (vph)	0
Turn Type	
Protected Phases	
Permitted Phases	
Actuated Green, G (s)	
Effective Green, g (s)	
Actuated g/C Ratio	
Clearance Time (s)	
Vehicle Extension (s)	
Lane Grp Cap (vph)	
v/s Ratio Prot	
v/s Ratio Perm	
v/c Ratio	
Uniform Delay, d1	
Progression Factor	
Incremental Delay, d2	
Delay (s)	
Level of Service	
Approach Delay (s)	
Approach LOS	
Intersection Summary	

Lanes, Volumes, Timings

15: Ronald Reagan Blvd

01/24/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBL	SBT
Lane Configurations												
Traffic Volume (vph)	0	0	0	0	0	0	93	0	710	0	0	1519
Future Volume (vph)	0	0	0	0	0	0	93	0	710	0	0	1519
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.95	1.00	1.00	0.95
Fr t												
Flt Protected							0.950					
Satd. Flow (prot)	0	0	0	0	0	0	1770	0	3539	0	0	3539
Flt Permitted							0.950					
Satd. Flow (perm)	0	0	0	0	0	0	1770	0	3539	0	0	3539
Right Turn on Red			Yes			Yes				Yes		
Satd. Flow (RTOR)												
Link Speed (mph)		30			30				50			50
Link Distance (ft)		146			150				895			545
Travel Time (s)		3.3			3.4				12.2			7.4
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	0	0	0	0	0	0	101	0	772	0	0	1651
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	0	0	0	0	0	101	0	772	0	0	1651
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	R NA	Left	Left	Right	Left	Left
Median Width(ft)		0			0				45			45
Link Offset(ft)		0			0				0			0
Crosswalk Width(ft)		16			16				16			16
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	9	15		9	15	
Number of Detectors							1		2			2
Detector Template							Left		Thru			Thru
Leading Detector (ft)							20		100			100
Trailing Detector (ft)							0		0			0
Detector 1 Position(ft)							0		0			0
Detector 1 Size(ft)							20		6			6
Detector 1 Type							Cl+Ex		Cl+Ex			Cl+Ex
Detector 1 Channel												
Detector 1 Extend (s)							0.0		0.0			0.0
Detector 1 Queue (s)							0.0		0.0			0.0
Detector 1 Delay (s)							0.0		0.0			0.0
Detector 2 Position(ft)									94			94
Detector 2 Size(ft)									6			6
Detector 2 Type									Cl+Ex			Cl+Ex
Detector 2 Channel												
Detector 2 Extend (s)									0.0			0.0
Turn Type							Prot		NA			NA
Protected Phases							4		Free			2
Permitted Phases												
Detector Phase							4					2
Switch Phase												
Minimum Initial (s)							5.0					5.0

Lanes, Volumes, Timings

15: Ronald Reagan Blvd

01/24/2022

Lane Group	SBR
Lane Configurations	
Traffic Volume (vph)	0
Future Volume (vph)	0
Ideal Flow (vphpl)	1900
Lane Util. Factor	1.00
Frnt	
Flt Protected	
Satd. Flow (prot)	0
Flt Permitted	
Satd. Flow (perm)	0
Right Turn on Red	Yes
Satd. Flow (RTOR)	
Link Speed (mph)	
Link Distance (ft)	
Travel Time (s)	
Peak Hour Factor	0.92
Adj. Flow (vph)	0
Shared Lane Traffic (%)	
Lane Group Flow (vph)	0
Enter Blocked Intersection	No
Lane Alignment	Right
Median Width(ft)	
Link Offset(ft)	
Crosswalk Width(ft)	
Two way Left Turn Lane	
Headway Factor	1.00
Turning Speed (mph)	9
Number of Detectors	
Detector Template	
Leading Detector (ft)	
Trailing Detector (ft)	
Detector 1 Position(ft)	
Detector 1 Size(ft)	
Detector 1 Type	
Detector 1 Channel	
Detector 1 Extend (s)	
Detector 1 Queue (s)	
Detector 1 Delay (s)	
Detector 2 Position(ft)	
Detector 2 Size(ft)	
Detector 2 Type	
Detector 2 Channel	
Detector 2 Extend (s)	
Turn Type	
Protected Phases	
Permitted Phases	
Detector Phase	
Switch Phase	
Minimum Initial (s)	

Lanes, Volumes, Timings

15: Ronald Reagan Blvd

01/24/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBL	SBT
Minimum Split (s)							24.0					24.0
Total Split (s)							24.0					36.0
Total Split (%)							40.0%					60.0%
Maximum Green (s)							18.0					30.0
Yellow Time (s)							4.0					4.0
All-Red Time (s)							2.0					2.0
Lost Time Adjust (s)							0.0					0.0
Total Lost Time (s)							6.0					6.0
Lead/Lag												
Lead-Lag Optimize?												
Vehicle Extension (s)							3.0					3.0
Recall Mode							None					Max
Walk Time (s)							7.0					7.0
Flash Dont Walk (s)							11.0					11.0
Pedestrian Calls (#/hr)							0					0
Act Effct Green (s)							8.6		57.3			40.5
Actuated g/C Ratio							0.15		1.00			0.71
v/c Ratio							0.38		0.22			0.66
Control Delay							25.4		0.1			8.9
Queue Delay							0.0		0.0			0.0
Total Delay							25.4		0.1			8.9
LOS							C		A			A
Approach Delay									3.1			8.9
Approach LOS									A			A
Queue Length 50th (ft)							35		0			167
Queue Length 95th (ft)							61		0			282
Internal Link Dist (ft)		66			70				815			465
Turn Bay Length (ft)												
Base Capacity (vph)							560		3539			2503
Starvation Cap Reductn							0		0			0
Spillback Cap Reductn							0		0			0
Storage Cap Reductn							0		0			0
Reduced v/c Ratio							0.18		0.22			0.66
Intersection Summary												
Area Type:	Other											
Cycle Length: 60												
Actuated Cycle Length: 57.3												
Natural Cycle: 60												
Control Type: Actuated-Uncoordinated												
Maximum v/c Ratio: 0.66												
Intersection Signal Delay: 6.9							Intersection LOS: A					
Intersection Capacity Utilization 57.1%							ICU Level of Service B					
Analysis Period (min) 15												
Splits and Phases: 15: Ronald Reagan Blvd												
 Ø2							 Ø4					
35 s							24 s					



Lane Group	SBR
Minimum Split (s)	
Total Split (s)	
Total Split (%)	
Maximum Green (s)	
Yellow Time (s)	
All-Red Time (s)	
Lost Time Adjust (s)	
Total Lost Time (s)	
Lead/Lag	
Lead-Lag Optimize?	
Vehicle Extension (s)	
Recall Mode	
Walk Time (s)	
Flash Dont Walk (s)	
Pedestrian Calls (#/hr)	
Act Effct Green (s)	
Actuated g/C Ratio	
v/c Ratio	
Control Delay	
Queue Delay	
Total Delay	
LOS	
Approach Delay	
Approach LOS	
Queue Length 50th (ft)	
Queue Length 95th (ft)	
Internal Link Dist (ft)	
Turn Bay Length (ft)	
Base Capacity (vph)	
Starvation Cap Reductn	
Spillback Cap Reductn	
Storage Cap Reductn	
Reduced v/c Ratio	
Intersection Summary	

Queues

15: Ronald Reagan Blvd

01/24/2022

			
Lane Group	NBU	NBT	SBT
Lane Configurations		 	 
Traffic Volume (vph)	93	710	1519
Future Volume (vph)	93	710	1519
Lane Group Flow (vph)	101	772	1651
Turn Type	Prot	NA	NA
Protected Phases	4	Free	2
Permitted Phases			
Detector Phase	4		2
Switch Phase			
Minimum Initial (s)	5.0		5.0
Minimum Split (s)	24.0		24.0
Total Split (s)	24.0		36.0
Total Split (%)	40.0%		60.0%
Yellow Time (s)	4.0		4.0
All-Red Time (s)	2.0		2.0
Lost Time Adjust (s)	0.0		0.0
Total Lost Time (s)	6.0		6.0
Lead/Lag			
Lead-Lag Optimize?			
Recall Mode	None		Max
Act Effct Green (s)	8.6	57.3	40.5
Actuated g/C Ratio	0.15	1.00	0.71
v/c Ratio	0.38	0.22	0.66
Control Delay	25.4	0.1	8.9
Queue Delay	0.0	0.0	0.0
Total Delay	25.4	0.1	8.9
LOS	C	A	A
Approach Delay		3.1	8.9
Approach LOS		A	A
Queue Length 50th (ft)	35	0	167
Queue Length 95th (ft)	61	0	282
Internal Link Dist (ft)		815	465
Turn Bay Length (ft)			
Base Capacity (vph)	560	3539	2503
Starvation Cap Reductn	0	0	0
Spillback Cap Reductn	0	0	0
Storage Cap Reductn	0	0	0
Reduced v/c Ratio	0.18	0.22	0.66
Intersection Summary			
Cycle Length: 60			
Actuated Cycle Length: 57.3			
Natural Cycle: 60			
Control Type: Actuated-Uncoordinated			
Maximum v/c Ratio: 0.66			
Intersection Signal Delay: 6.9		Intersection LOS: A	
Intersection Capacity Utilization 57.1%		ICU Level of Service B	
Analysis Period (min) 15			

Queues

15: Ronald Reagan Blvd

01/24/2022

Splits and Phases: 15: Ronald Reagan Blvd



HCM Signalized Intersection Capacity Analysis

15: Ronald Reagan Blvd

01/24/2022

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBL	SBT
Lane Configurations							↰		↱↱			↱↱
Traffic Volume (vph)	0	0	0	0	0	0	93	0	710	0	0	1519
Future Volume (vph)	0	0	0	0	0	0	93	0	710	0	0	1519
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)							6.0		4.0			6.0
Lane Util. Factor							1.00		0.95			0.95
Frt							1.00		1.00			1.00
Flt Protected							0.95		1.00			1.00
Satd. Flow (prot)							1770		3539			3539
Flt Permitted							0.95		1.00			1.00
Satd. Flow (perm)							1770		3539			3539
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	0	0	0	0	0	0	101	0	772	0	0	1651
RTOR Reduction (vph)	0	0	0	0	0	0	0	0	0	0	0	0
Lane Group Flow (vph)	0	0	0	0	0	0	101	0	772	0	0	1651
Turn Type							Prot		NA			NA
Protected Phases							4		Free			2
Permitted Phases												
Actuated Green, G (s)							7.4		58.6			39.2
Effective Green, g (s)							7.4		58.6			39.2
Actuated g/C Ratio							0.13		1.00			0.67
Clearance Time (s)							6.0					6.0
Vehicle Extension (s)							3.0					3.0
Lane Grp Cap (vph)							223		3539			2367
v/s Ratio Prot							0.06		0.22			0.47
v/s Ratio Perm												
v/c Ratio							0.45		0.22			0.70
Uniform Delay, d1							23.7		0.0			6.0
Progression Factor							1.00		1.00			1.00
Incremental Delay, d2							1.5		0.1			1.7
Delay (s)							25.2		0.1			7.8
Level of Service							C		A			A
Approach Delay (s)		0.0			0.0				3.0			7.8
Approach LOS		A			A				A			A
Intersection Summary												
HCM 2000 Control Delay		6.1					HCM 2000 Level of Service		A			
HCM 2000 Volume to Capacity ratio		0.66										
Actuated Cycle Length (s)		58.6					Sum of lost time (s)		12.0			
Intersection Capacity Utilization		57.1%					ICU Level of Service		B			
Analysis Period (min)		15										
c Critical Lane Group												

HCM Signalized Intersection Capacity Analysis

15: Ronald Reagan Blvd

01/24/2022

Movement	SBR
Lane Configurations	
Traffic Volume (vph)	0
Future Volume (vph)	0
Ideal Flow (vphpl)	1900
Total Lost time (s)	
Lane Util. Factor	
Frt	
Flt Protected	
Satd. Flow (prot)	
Flt Permitted	
Satd. Flow (perm)	
Peak-hour factor, PHF	0.92
Adj. Flow (vph)	0
RTOR Reduction (vph)	0
Lane Group Flow (vph)	0
Turn Type	
Protected Phases	
Permitted Phases	
Actuated Green, G (s)	
Effective Green, g (s)	
Actuated g/C Ratio	
Clearance Time (s)	
Vehicle Extension (s)	
Lane Grp Cap (vph)	
v/s Ratio Prot	
v/s Ratio Perm	
v/c Ratio	
Uniform Delay, d1	
Progression Factor	
Incremental Delay, d2	
Delay (s)	
Level of Service	
Approach Delay (s)	
Approach LOS	
Intersection Summary	

Network Totals

Number of Intersections	3
Total Delay (hr)	6
Stops (#)	1294
Average Speed (mph)	38
Total Travel Time (hr)	26
Distance Traveled (mi)	999
Fuel Consumed (gal)	57
Fuel Economy (mpg)	17.6
Unserved Vehicles (#)	0
Vehicles in dilemma zone (#)	149
Performance Index	9.5

Lanes, Volumes, Timings

1: Ronald Reagan Blvd & Hero Way

01/24/2022



Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations		↗		↕↕	↕↕	↖
Traffic Volume (vph)	0	182	0	1332	921	296
Future Volume (vph)	0	182	0	1332	921	296
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	5	0	505			770
Storage Lanes	0	1	0			1
Taper Length (ft)	25		25			
Lane Util. Factor	1.00	1.00	1.00	0.95	0.95	1.00
Frt		0.865				0.850
Flt Protected						
Satd. Flow (prot)	0	1580	0	3574	3471	1509
Flt Permitted						
Satd. Flow (perm)	0	1580	0	3574	3471	1509
Link Speed (mph)	30			50	50	
Link Distance (ft)	1433			766	895	
Travel Time (s)	32.6			10.4	12.2	
Peak Hour Factor	0.85	0.63	1.00	0.93	0.67	0.72
Heavy Vehicles (%)	4%	4%	2%	1%	4%	7%
Adj. Flow (vph)	0	289	0	1432	1375	411
Shared Lane Traffic (%)						
Lane Group Flow (vph)	0	289	0	1432	1375	411
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Right	Left	Right
Median Width(ft)	0			45	33	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9	15			9
Sign Control	Stop			Free	Free	
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization	43.4%			ICU Level of Service A		
Analysis Period (min)	15					

HCM Unsignalized Intersection Capacity Analysis

1: Ronald Reagan Blvd & Hero Way

01/24/2022



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations		↗		↕↗	↕↗	↗
Traffic Volume (veh/h)	0	182	0	1332	921	296
Future Volume (Veh/h)	0	182	0	1332	921	296
Sign Control	Stop			Free	Free	
Grade	0%			0%	0%	
Peak Hour Factor	0.85	0.63	1.00	0.93	0.67	0.72
Hourly flow rate (vph)	0	289	0	1432	1375	411
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type				Raised	Raised	
Median storage (veh)				1	1	
Upstream signal (ft)				766	895	
pX, platoon unblocked	0.88	0.87	0.87			
vC, conflicting volume	2091	688	1786			
vC1, stage 1 conf vol	1375					
vC2, stage 2 conf vol	716					
vCu, unblocked vol	1318	355	1612			
tC, single (s)	6.9	7.0	4.1			
tC, 2 stage (s)	5.9					
tF (s)	3.5	3.3	2.2			
p0 queue free %	100	48	100			
cM capacity (veh/h)	195	555	351			
Direction, Lane #	EB 1	NB 1	NB 2	SB 1	SB 2	SB 3
Volume Total	289	716	716	688	688	411
Volume Left	0	0	0	0	0	0
Volume Right	289	0	0	0	0	411
cSH	555	1700	1700	1700	1700	1700
Volume to Capacity	0.52	0.42	0.42	0.40	0.40	0.24
Queue Length 95th (ft)	75	0	0	0	0	0
Control Delay (s)	18.3	0.0	0.0	0.0	0.0	0.0
Lane LOS	C					
Approach Delay (s)	18.3	0.0		0.0		
Approach LOS	C					
Intersection Summary						
Average Delay			1.5			
Intersection Capacity Utilization			43.4%		ICU Level of Service	A
Analysis Period (min)			15			

Lanes, Volumes, Timings

12: Ronald Reagan Blvd

01/24/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBU	SBL	SBT
Lane Configurations								↑↑		↓		↑↑
Traffic Volume (vph)	0	0	0	0	0	0	0	1226	0	106	0	997
Future Volume (vph)	0	0	0	0	0	0	0	1226	0	106	0	997
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0		0	0		0	0		0		215	
Storage Lanes	0		0	0		0	0		0		1	
Taper Length (ft)	25			25			25				25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.95	1.00	1.00	1.00	0.95
Frt												
Flt Protected										0.950		
Satd. Flow (prot)	0	0	0	0	0	0	0	3539	0	1770	0	3539
Flt Permitted										0.950		
Satd. Flow (perm)	0	0	0	0	0	0	0	3539	0	1770	0	3539
Right Turn on Red			Yes			Yes			Yes			
Satd. Flow (RTOR)												
Link Speed (mph)		30			30			50				50
Link Distance (ft)		206			276			541				766
Travel Time (s)		4.7			6.3			7.4				10.4
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	0	0	0	0	0	0	0	1333	0	115	0	1084
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	0	0	0	0	0	0	1333	0	115	0	1084
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	R NA	Left	Left
Median Width(ft)		0			0			45				45
Link Offset(ft)		0			0			0				0
Crosswalk Width(ft)		16			16			16				16
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	9	15	
Number of Detectors								2		1		2
Detector Template								Thru		Left		Thru
Leading Detector (ft)								100		20		100
Trailing Detector (ft)								0		0		0
Detector 1 Position(ft)								0		0		0
Detector 1 Size(ft)								6		20		6
Detector 1 Type								Cl+Ex		Cl+Ex		Cl+Ex
Detector 1 Channel												
Detector 1 Extend (s)								0.0		0.0		0.0
Detector 1 Queue (s)								0.0		0.0		0.0
Detector 1 Delay (s)								0.0		0.0		0.0
Detector 2 Position(ft)								94				94
Detector 2 Size(ft)								6				6
Detector 2 Type								Cl+Ex				Cl+Ex
Detector 2 Channel												
Detector 2 Extend (s)								0.0				0.0
Turn Type								NA		Prot		NA
Protected Phases								2		4		Free
Permitted Phases												

Lanes, Volumes, Timings

12: Ronald Reagan Blvd

01/24/2022

Lane Group	SBR
Lane Configurations	
Traffic Volume (vph)	0
Future Volume (vph)	0
Ideal Flow (vphpl)	1900
Storage Length (ft)	0
Storage Lanes	0
Taper Length (ft)	
Lane Util. Factor	1.00
Frt	
Flt Protected	
Satd. Flow (prot)	0
Flt Permitted	
Satd. Flow (perm)	0
Right Turn on Red	Yes
Satd. Flow (RTOR)	
Link Speed (mph)	
Link Distance (ft)	
Travel Time (s)	
Peak Hour Factor	0.92
Adj. Flow (vph)	0
Shared Lane Traffic (%)	
Lane Group Flow (vph)	0
Enter Blocked Intersection	No
Lane Alignment	Right
Median Width(ft)	
Link Offset(ft)	
Crosswalk Width(ft)	
Two way Left Turn Lane	
Headway Factor	1.00
Turning Speed (mph)	9
Number of Detectors	
Detector Template	
Leading Detector (ft)	
Trailing Detector (ft)	
Detector 1 Position(ft)	
Detector 1 Size(ft)	
Detector 1 Type	
Detector 1 Channel	
Detector 1 Extend (s)	
Detector 1 Queue (s)	
Detector 1 Delay (s)	
Detector 2 Position(ft)	
Detector 2 Size(ft)	
Detector 2 Type	
Detector 2 Channel	
Detector 2 Extend (s)	
Turn Type	
Protected Phases	
Permitted Phases	

Lanes, Volumes, Timings

12: Ronald Reagan Blvd

01/24/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBU	SBL	SBT
Detector Phase								2		4		
Switch Phase												
Minimum Initial (s)								5.0		5.0		
Minimum Split (s)								22.5		9.5		
Total Split (s)								28.6		11.4		
Total Split (%)								71.5%		28.5%		
Maximum Green (s)								24.1		6.9		
Yellow Time (s)								3.5		3.5		
All-Red Time (s)								1.0		1.0		
Lost Time Adjust (s)								0.0		0.0		
Total Lost Time (s)								4.5		4.5		
Lead/Lag												
Lead-Lag Optimize?												
Vehicle Extension (s)								3.0		3.0		
Recall Mode								Max		None		
Walk Time (s)								7.0				
Flash Dont Walk (s)								11.0				
Pedestrian Calls (#/hr)								0				
Act Effct Green (s)								34.4		6.7		44.0
Actuated g/C Ratio								0.78		0.15		1.00
v/c Ratio								0.48		0.43		0.31
Control Delay								4.3		21.8		0.2
Queue Delay								0.0		0.0		0.0
Total Delay								4.3		21.8		0.2
LOS								A		C		A
Approach Delay								4.3				2.3
Approach LOS								A				A
Queue Length 50th (ft)								77		32		0
Queue Length 95th (ft)								121		56		0
Internal Link Dist (ft)		126			196			461				686
Turn Bay Length (ft)										215		
Base Capacity (vph)								2769		279		3539
Starvation Cap Reductn								0		0		0
Spillback Cap Reductn								0		0		0
Storage Cap Reductn								0		0		0
Reduced v/c Ratio								0.48		0.41		0.31
Intersection Summary												
Area Type:	Other											
Cycle Length: 40												
Actuated Cycle Length: 44												
Natural Cycle: 40												
Control Type: Actuated-Uncoordinated												
Maximum v/c Ratio: 0.48												
Intersection Signal Delay: 3.3							Intersection LOS: A					
Intersection Capacity Utilization 47.3%							ICU Level of Service A					
Analysis Period (min) 15												

Lanes, Volumes, Timings
12: Ronald Reagan Blvd

01/24/2022

Splits and Phases: 12: Ronald Reagan Blvd



Lanes, Volumes, Timings
12: Ronald Reagan Blvd

01/24/2022



Lane Group	SBR
Detector Phase	
Switch Phase	
Minimum Initial (s)	
Minimum Split (s)	
Total Split (s)	
Total Split (%)	
Maximum Green (s)	
Yellow Time (s)	
All-Red Time (s)	
Lost Time Adjust (s)	
Total Lost Time (s)	
Lead/Lag	
Lead-Lag Optimize?	
Vehicle Extension (s)	
Recall Mode	
Walk Time (s)	
Flash Dont Walk (s)	
Pedestrian Calls (#/hr)	
Act Effct Green (s)	
Actuated g/C Ratio	
v/c Ratio	
Control Delay	
Queue Delay	
Total Delay	
LOS	
Approach Delay	
Approach LOS	
Queue Length 50th (ft)	
Queue Length 95th (ft)	
Internal Link Dist (ft)	
Turn Bay Length (ft)	
Base Capacity (vph)	
Starvation Cap Reductn	
Spillback Cap Reductn	
Storage Cap Reductn	
Reduced v/c Ratio	
Intersection Summary	

Queues

12: Ronald Reagan Blvd

01/24/2022

	↑	↶	↓
Lane Group	NBT	SBU	SBT
Lane Configurations	↑↑	↶	↑↑
Traffic Volume (vph)	1226	106	997
Future Volume (vph)	1226	106	997
Lane Group Flow (vph)	1333	115	1084
Turn Type	NA	Prot	NA
Protected Phases	2	4	Free
Permitted Phases			
Detector Phase	2	4	
Switch Phase			
Minimum Initial (s)	5.0	5.0	
Minimum Split (s)	22.5	9.5	
Total Split (s)	28.6	11.4	
Total Split (%)	71.5%	28.5%	
Yellow Time (s)	3.5	3.5	
All-Red Time (s)	1.0	1.0	
Lost Time Adjust (s)	0.0	0.0	
Total Lost Time (s)	4.5	4.5	
Lead/Lag			
Lead-Lag Optimize?			
Recall Mode	Max	None	
Act Effct Green (s)	34.4	6.7	44.0
Actuated g/C Ratio	0.78	0.15	1.00
v/c Ratio	0.48	0.43	0.31
Control Delay	4.3	21.8	0.2
Queue Delay	0.0	0.0	0.0
Total Delay	4.3	21.8	0.2
LOS	A	C	A
Approach Delay	4.3		2.3
Approach LOS	A		A
Queue Length 50th (ft)	77	32	0
Queue Length 95th (ft)	121	56	0
Internal Link Dist (ft)	461		686
Turn Bay Length (ft)		215	
Base Capacity (vph)	2769	279	3539
Starvation Cap Reductn	0	0	0
Spillback Cap Reductn	0	0	0
Storage Cap Reductn	0	0	0
Reduced v/c Ratio	0.48	0.41	0.31
Intersection Summary			
Cycle Length: 40			
Actuated Cycle Length: 44			
Natural Cycle: 40			
Control Type: Actuated-Uncoordinated			
Maximum v/c Ratio: 0.48			
Intersection Signal Delay: 3.3		Intersection LOS: A	
Intersection Capacity Utilization 47.3%		ICU Level of Service A	
Analysis Period (min) 15			

Queues

12: Ronald Reagan Blvd

01/24/2022

Splits and Phases: 12: Ronald Reagan Blvd



HCM Signalized Intersection Capacity Analysis

12: Ronald Reagan Blvd

01/24/2022

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBU	SBL	SBT
Lane Configurations								↑↑		⇐		↑↑
Traffic Volume (vph)	0	0	0	0	0	0	0	1226	0	106	0	997
Future Volume (vph)	0	0	0	0	0	0	0	1226	0	106	0	997
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)								4.5		4.5		4.0
Lane Util. Factor								0.95		1.00		0.95
Frt								1.00		1.00		1.00
Flt Protected								1.00		0.95		1.00
Satd. Flow (prot)								3539		1770		3539
Flt Permitted								1.00		0.95		1.00
Satd. Flow (perm)								3539		1770		3539
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	0	0	0	0	0	0	0	1333	0	115	0	1084
RTOR Reduction (vph)	0	0	0	0	0	0	0	0	0	0	0	0
Lane Group Flow (vph)	0	0	0	0	0	0	0	1333	0	115	0	1084
Turn Type								NA		Prot		NA
Protected Phases								2		4		Free
Permitted Phases												
Actuated Green, G (s)								32.6		4.2		45.8
Effective Green, g (s)								32.6		4.2		45.8
Actuated g/C Ratio								0.71		0.09		1.00
Clearance Time (s)								4.5		4.5		
Vehicle Extension (s)								3.0		3.0		
Lane Grp Cap (vph)								2519		162		3539
v/s Ratio Prot								c0.38		c0.06		0.31
v/s Ratio Perm												
v/c Ratio								0.53		0.71		0.31
Uniform Delay, d1								3.1		20.2		0.0
Progression Factor								1.00		1.00		1.00
Incremental Delay, d2								0.8		13.3		0.2
Delay (s)								3.9		33.5		0.2
Level of Service								A		C		A
Approach Delay (s)		0.0			0.0			3.9				3.4
Approach LOS		A			A			A				A
Intersection Summary												
HCM 2000 Control Delay			3.6							A		
HCM 2000 Volume to Capacity ratio			0.55									
Actuated Cycle Length (s)			45.8							9.0		
Intersection Capacity Utilization			47.3%							A		
Analysis Period (min)			15									
c Critical Lane Group												

HCM Signalized Intersection Capacity Analysis

12: Ronald Reagan Blvd

01/24/2022



Movement	SBR
Lane Configurations	
Traffic Volume (vph)	0
Future Volume (vph)	0
Ideal Flow (vphpl)	1900
Total Lost time (s)	
Lane Util. Factor	
Frt	
Flt Protected	
Satd. Flow (prot)	
Flt Permitted	
Satd. Flow (perm)	
Peak-hour factor, PHF	0.92
Adj. Flow (vph)	0
RTOR Reduction (vph)	0
Lane Group Flow (vph)	0
Turn Type	
Protected Phases	
Permitted Phases	
Actuated Green, G (s)	
Effective Green, g (s)	
Actuated g/C Ratio	
Clearance Time (s)	
Vehicle Extension (s)	
Lane Grp Cap (vph)	
v/s Ratio Prot	
v/s Ratio Perm	
v/c Ratio	
Uniform Delay, d1	
Progression Factor	
Incremental Delay, d2	
Delay (s)	
Level of Service	
Approach Delay (s)	
Approach LOS	
Intersection Summary	

Lanes, Volumes, Timings

15: Ronald Reagan Blvd

01/24/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBL	SBT
Lane Configurations												
Traffic Volume (vph)	0	0	0	0	0	0	144	0	1188	0	0	1073
Future Volume (vph)	0	0	0	0	0	0	144	0	1188	0	0	1073
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.95	1.00	1.00	0.95
Fr t												
Flt Protected							0.950					
Satd. Flow (prot)	0	0	0	0	0	0	1770	0	3539	0	0	3539
Flt Permitted							0.950					
Satd. Flow (perm)	0	0	0	0	0	0	1770	0	3539	0	0	3539
Right Turn on Red			Yes			Yes				Yes		
Satd. Flow (RTOR)												
Link Speed (mph)		30			30				50			50
Link Distance (ft)		146			150				895			545
Travel Time (s)		3.3			3.4				12.2			7.4
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	0	0	0	0	0	0	157	0	1291	0	0	1166
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	0	0	0	0	0	157	0	1291	0	0	1166
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	R NA	Left	Left	Right	Left	Left
Median Width(ft)		0			0				45			45
Link Offset(ft)		0			0				0			0
Crosswalk Width(ft)		16			16				16			16
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	9	15		9	15	
Number of Detectors							1		2			2
Detector Template							Left		Thru			Thru
Leading Detector (ft)							20		100			100
Trailing Detector (ft)							0		0			0
Detector 1 Position(ft)							0		0			0
Detector 1 Size(ft)							20		6			6
Detector 1 Type							Cl+Ex		Cl+Ex			Cl+Ex
Detector 1 Channel												
Detector 1 Extend (s)							0.0		0.0			0.0
Detector 1 Queue (s)							0.0		0.0			0.0
Detector 1 Delay (s)							0.0		0.0			0.0
Detector 2 Position(ft)									94			94
Detector 2 Size(ft)									6			6
Detector 2 Type									Cl+Ex			Cl+Ex
Detector 2 Channel												
Detector 2 Extend (s)									0.0			0.0
Turn Type							Prot		NA			NA
Protected Phases							4		Free			2
Permitted Phases												
Detector Phase							4					2
Switch Phase												
Minimum Initial (s)							5.0					5.0

Lanes, Volumes, Timings

15: Ronald Reagan Blvd

01/24/2022

Lane Group	SBR
Lane Configurations	
Traffic Volume (vph)	0
Future Volume (vph)	0
Ideal Flow (vphpl)	1900
Lane Util. Factor	1.00
Frnt	
Flt Protected	
Satd. Flow (prot)	0
Flt Permitted	
Satd. Flow (perm)	0
Right Turn on Red	Yes
Satd. Flow (RTOR)	
Link Speed (mph)	
Link Distance (ft)	
Travel Time (s)	
Peak Hour Factor	0.92
Adj. Flow (vph)	0
Shared Lane Traffic (%)	
Lane Group Flow (vph)	0
Enter Blocked Intersection	No
Lane Alignment	Right
Median Width(ft)	
Link Offset(ft)	
Crosswalk Width(ft)	
Two way Left Turn Lane	
Headway Factor	1.00
Turning Speed (mph)	9
Number of Detectors	
Detector Template	
Leading Detector (ft)	
Trailing Detector (ft)	
Detector 1 Position(ft)	
Detector 1 Size(ft)	
Detector 1 Type	
Detector 1 Channel	
Detector 1 Extend (s)	
Detector 1 Queue (s)	
Detector 1 Delay (s)	
Detector 2 Position(ft)	
Detector 2 Size(ft)	
Detector 2 Type	
Detector 2 Channel	
Detector 2 Extend (s)	
Turn Type	
Protected Phases	
Permitted Phases	
Detector Phase	
Switch Phase	
Minimum Initial (s)	

Lanes, Volumes, Timings

15: Ronald Reagan Blvd

01/24/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBL	SBT
Minimum Split (s)							11.0					24.0
Total Split (s)							14.0					26.0
Total Split (%)							35.0%					65.0%
Maximum Green (s)							8.0					20.0
Yellow Time (s)							4.0					4.0
All-Red Time (s)							2.0					2.0
Lost Time Adjust (s)							0.0					0.0
Total Lost Time (s)							6.0					6.0
Lead/Lag												
Lead-Lag Optimize?												
Vehicle Extension (s)							3.0					3.0
Recall Mode							None					Max
Walk Time (s)												7.0
Flash Dont Walk (s)												11.0
Pedestrian Calls (#/hr)												0
Act Effct Green (s)							7.6		43.3			27.3
Actuated g/C Ratio							0.18		1.00			0.63
v/c Ratio							0.51		0.36			0.52
Control Delay							21.6		0.3			7.5
Queue Delay							0.0		0.0			0.0
Total Delay							21.6		0.3			7.5
LOS							C		A			A
Approach Delay									2.6			7.5
Approach LOS									A			A
Queue Length 50th (ft)							34		0			89
Queue Length 95th (ft)							70		0			138
Internal Link Dist (ft)		66			70				815			465
Turn Bay Length (ft)												
Base Capacity (vph)							331		3539			2230
Starvation Cap Reductn							0		0			0
Spillback Cap Reductn							0		0			0
Storage Cap Reductn							0		0			0
Reduced v/c Ratio							0.47		0.36			0.52

Intersection Summary

Area Type: Other

Cycle Length: 40

Actuated Cycle Length: 43.3

Natural Cycle: 40

Control Type: Actuated-Uncoordinated

Maximum v/c Ratio: 0.52

Intersection Signal Delay: 4.8

Intersection LOS: A

Intersection Capacity Utilization 47.6%

ICU Level of Service A

Analysis Period (min) 15

Splits and Phases: 15: Ronald Reagan Blvd





Lane Group	SBR
Minimum Split (s)	
Total Split (s)	
Total Split (%)	
Maximum Green (s)	
Yellow Time (s)	
All-Red Time (s)	
Lost Time Adjust (s)	
Total Lost Time (s)	
Lead/Lag	
Lead-Lag Optimize?	
Vehicle Extension (s)	
Recall Mode	
Walk Time (s)	
Flash Dont Walk (s)	
Pedestrian Calls (#/hr)	
Act Effct Green (s)	
Actuated g/C Ratio	
v/c Ratio	
Control Delay	
Queue Delay	
Total Delay	
LOS	
Approach Delay	
Approach LOS	
Queue Length 50th (ft)	
Queue Length 95th (ft)	
Internal Link Dist (ft)	
Turn Bay Length (ft)	
Base Capacity (vph)	
Starvation Cap Reductn	
Spillback Cap Reductn	
Storage Cap Reductn	
Reduced v/c Ratio	
Intersection Summary	

Queues

15: Ronald Reagan Blvd

01/24/2022



Lane Group	NBU	NBT	SBT
Lane Configurations	RL	TT	TT
Traffic Volume (vph)	144	1188	1073
Future Volume (vph)	144	1188	1073
Lane Group Flow (vph)	157	1291	1166
Turn Type	Prot	NA	NA
Protected Phases	4	Free	2
Permitted Phases			
Detector Phase	4		2
Switch Phase			
Minimum Initial (s)	5.0		5.0
Minimum Split (s)	11.0		24.0
Total Split (s)	14.0		26.0
Total Split (%)	35.0%		65.0%
Yellow Time (s)	4.0		4.0
All-Red Time (s)	2.0		2.0
Lost Time Adjust (s)	0.0		0.0
Total Lost Time (s)	6.0		6.0
Lead/Lag			
Lead-Lag Optimize?			
Recall Mode	None		Max
Act Effct Green (s)	7.6	43.3	27.3
Actuated g/C Ratio	0.18	1.00	0.63
v/c Ratio	0.51	0.36	0.52
Control Delay	21.6	0.3	7.5
Queue Delay	0.0	0.0	0.0
Total Delay	21.6	0.3	7.5
LOS	C	A	A
Approach Delay		2.6	7.5
Approach LOS		A	A
Queue Length 50th (ft)	34	0	89
Queue Length 95th (ft)	70	0	138
Internal Link Dist (ft)		815	465
Turn Bay Length (ft)			
Base Capacity (vph)	331	3539	2230
Starvation Cap Reductn	0	0	0
Spillback Cap Reductn	0	0	0
Storage Cap Reductn	0	0	0
Reduced v/c Ratio	0.47	0.36	0.52

Intersection Summary

Cycle Length: 40

Actuated Cycle Length: 43.3

Natural Cycle: 40

Control Type: Actuated-Uncoordinated

Maximum v/c Ratio: 0.52

Intersection Signal Delay: 4.8

Intersection LOS: A

Intersection Capacity Utilization 47.6%

ICU Level of Service A

Analysis Period (min) 15

Queues

15: Ronald Reagan Blvd

01/24/2022

Splits and Phases: 15: Ronald Reagan Blvd



HCM Signalized Intersection Capacity Analysis

15: Ronald Reagan Blvd

01/24/2022

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBL	SBT
Lane Configurations							⬅		➡➡			➡➡
Traffic Volume (vph)	0	0	0	0	0	0	144	0	1188	0	0	1073
Future Volume (vph)	0	0	0	0	0	0	144	0	1188	0	0	1073
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)							6.0		4.0			6.0
Lane Util. Factor							1.00		0.95			0.95
Frt							1.00		1.00			1.00
Flt Protected							0.95		1.00			1.00
Satd. Flow (prot)							1770		3539			3539
Flt Permitted							0.95		1.00			1.00
Satd. Flow (perm)							1770		3539			3539
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	0	0	0	0	0	0	157	0	1291	0	0	1166
RTOR Reduction (vph)	0	0	0	0	0	0	0	0	0	0	0	0
Lane Group Flow (vph)	0	0	0	0	0	0	157	0	1291	0	0	1166
Turn Type							Prot		NA			NA
Protected Phases							4		Free			2
Permitted Phases												
Actuated Green, G (s)							6.4		44.4			26.0
Effective Green, g (s)							6.4		44.4			26.0
Actuated g/C Ratio							0.14		1.00			0.59
Clearance Time (s)							6.0					6.0
Vehicle Extension (s)							3.0					3.0
Lane Grp Cap (vph)							255		3539			2072
v/s Ratio Prot							0.09		0.36			0.33
v/s Ratio Perm												
v/c Ratio							0.62		0.36			0.56
Uniform Delay, d1							17.8		0.0			5.7
Progression Factor							1.00		1.00			1.00
Incremental Delay, d2							4.4		0.3			1.1
Delay (s)							22.2		0.3			6.8
Level of Service							C		A			A
Approach Delay (s)		0.0			0.0				2.7			6.8
Approach LOS		A			A				A			A
Intersection Summary												
HCM 2000 Control Delay			4.5				HCM 2000 Level of Service		A			
HCM 2000 Volume to Capacity ratio			0.59									
Actuated Cycle Length (s)			44.4				Sum of lost time (s)		12.0			
Intersection Capacity Utilization			47.6%				ICU Level of Service		A			
Analysis Period (min)			15									
c Critical Lane Group												

HCM Signalized Intersection Capacity Analysis

15: Ronald Reagan Blvd

01/24/2022



Movement	SBR
Lane Configurations	
Traffic Volume (vph)	0
Future Volume (vph)	0
Ideal Flow (vphpl)	1900
Total Lost time (s)	
Lane Util. Factor	
Frt	
Flt Protected	
Satd. Flow (prot)	
Flt Permitted	
Satd. Flow (perm)	
Peak-hour factor, PHF	0.92
Adj. Flow (vph)	0
RTOR Reduction (vph)	0
Lane Group Flow (vph)	0
Turn Type	
Protected Phases	
Permitted Phases	
Actuated Green, G (s)	
Effective Green, g (s)	
Actuated g/C Ratio	
Clearance Time (s)	
Vehicle Extension (s)	
Lane Grp Cap (vph)	
v/s Ratio Prot	
v/s Ratio Perm	
v/c Ratio	
Uniform Delay, d1	
Progression Factor	
Incremental Delay, d2	
Delay (s)	
Level of Service	
Approach Delay (s)	
Approach LOS	
Intersection Summary	

Network Totals

Number of Intersections	3
Total Delay (hr)	6
Stops (#)	1471
Average Speed (mph)	38
Total Travel Time (hr)	28
Distance Traveled (mi)	1071
Fuel Consumed (gal)	62
Fuel Economy (mpg)	17.4
Unserved Vehicles (#)	0
Vehicles in dilemma zone (#)	208
Performance Index	10.4

Appendix D

FILENAME: \$\$\$FILEL\$
PLOTTED: \$\$\$DATE\$\$\$

\$\$\$SYTIME\$\$\$



RONALD REAGAN BLVD & HERO WAY
INTERSECTION EXHIBIT
ALTERNATIVE 1: SIGNALIZED INTERSECTION



FILENAME: \$\$\$FILEL\$
PLOTTED: \$\$\$DATE\$\$\$

\$\$\$SYTIME\$\$\$



RONALD REAGAN BLVD & HERO WAY
INTERSECTION EXHIBIT

ALTERNATE 2: MEDIAN ACCELERATION LANE



FILENAME: \$\$\$FILEL\$
PLOTTED: \$\$\$DATE\$\$\$

\$\$\$SYTIME\$\$\$



RONALD REAGAN BLVD & HERO WAY
INTERSECTION EXHIBIT

ALTERNATIVE 3: MICHIGAN LEFT





EXECUTIVE SUMMARY
02/07/2022

AGENDA SUBJECT:

Discuss and consider action on a Resolution calling for a public hearing on the Assumptions and Capital Improvements Plan relating to possible adoption of Roadway Impact Fees.

BACKGROUND:

A public hearing is required to consider the land use assumptions and Capital Improvements Plan under which an impact fee may be imposed. Any member of the public has the right to appear at the hearing and present evidence for or against the land use assumptions and capital improvements plan. A sample public hearing notice is attached.

RECOMMENDATION:

Recommend that City Council approve a Resolution calling for a Public Hearing on the Assumptions and Capital Improvements Plan relating to possible adoption of Roadway Impact Fees.

PRESENTER:

Ross E. Blackketter, City Engineer

Attachments

1. Resolution
2. Public Hearing Notice

A RESOLUTION OF THE CITY OF LEANDER, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS, SETTING A PUBLIC HEARING TO DISCUSS AND REVIEW THE LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN RELATING TO POSSIBLE ADOPTION OF ROADWAY IMPACT FEES

WHEREAS, Chapter 395 of the Texas Local Government Code governs financing capital improvements in municipalities; and

WHEREAS, on August 19, 2021 City Council authorized the preparation of a Roadway Impact Fee Study (“Study”); and

WHEREAS, the Study is being developed with the intent to implement a roadway impact fee for the City of Leander in accordance with Chapter 395 of the Texas Local Government Code; and

WHEREAS, on December 10, 2021, the City Council established service areas to be considered in the Study; and

WHEREAS, the Land Use Assumptions (“LUAs”) and Capital Improvements Plan (“CIP”) to be considered in the Study, were completed by the professional engineering firm of Kimley-Horn; and

WHEREAS, Section 395.042 of the Texas Local Government Code requires a municipality to conduct a public hearing to consider LUAs and CIP for the designated service areas.

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

SECTION 1. The facts and matters set forth in the preamble of this Resolution are hereby found to be true and correct.

SECTION 2. A public hearing shall be held on Thursday, March 17 2022, at 7:00 p.m. as part of the regularly scheduled City Council Meeting at Pat Bryson Municipal Hall, 201 N. Brushy Street, Leander, Texas to discuss and review the City’s Land Use Assumptions and Capital Improvements Plan.

SECTION 3. The City Manager is directed to comply with Section 395.044 of the Code, Notice of Hearing on Amendments to Land Use Assumptions and Capital Improvements Plan.

SECTION 4. The Mayor is authorized to sign this Resolution and the City Secretary to attest.

SECTION 5. This Resolution shall become effective and be in full force and effect upon execution by the Mayor.

PASSED AND APPROVED this 3 day of February, 2022.

ATTEST:

THE CITY OF LEANDER:

Dara Crabtree, City Secretary

By: Christine DeLisle, Mayor

NOTICE OF PUBLIC HEARING ON LAND USE ASSUMPTIONS AND
CAPITAL IMPROVEMENTS PLAN RELATING TO POSSIBLE
ADOPTION OF ROADWAY IMPACT FEES

The City of Leander City Council will meet on Thursday, March 17, 2022 at 7:00 p.m. at Pat Bryson Municipal Hall, 201 North Brushy Street, Leander, Texas pursuant to the agenda posted for the March 17 meeting, to hold a public hearing to consider and to receive public comments on the following:

Consider the land use assumptions and capital improvements plan under which a roadway impact fee may be imposed. Any member of the public has the right to appear at the hearing and present evidence for or against the land use assumptions and capital improvements plan.

Publish 1x on February 10, 2022



EXECUTIVE SUMMARY
02/07/2022

AGENDA SUBJECT:

Discuss and consider action on an award of contract, CIP Project #21-CIP-003 to Fleetwood Services, LLC for the Crystal Falls Golf Club Driving Range Renovations in the amount not to exceed \$840,000.00; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

The improvements to the Crystal Falls Golf Club driving range were designed by MWM Design Group to widen the tee box, lengthen the drive, eliminate hazardous berms and regrade the range to deter ponding and improve water run-off.

The Design and Engineering bid, January 11, 2021, was established at \$83,079.25 for basic services and an additional \$37,254.50 was included if Storm Water Analysis and Channel Cross Section Modeling were to be required through the Lower Colorado River Authority (LCRA). Ultimately, LCRA did require the analysis and modeling to be done and the City's total outlay is \$120,333.75 for design/engineering and water analysis.

The project received a single bid on December 9, 2021, in the amount of \$750,000.00 base bid, with two (2) alternatives. Alternative #1 = \$30,000.00 and Alternative #2 = \$90,000.00 for a total bid of \$870,000.00.

These bid options include the ability to improve the driving range by adding bunker mats (Alternative #1) and improving the two (2) practice chipping/putting greens to USPGA standards (Alternative #2). The City Council had set aside \$600,000.00 in the FY 2021 budget for the project.

Financial Consideration: Acceptance of the \$750,000.00 base bid with the addition of Alternative #2 of \$90,000.00 for a total of \$840,000.00. Staff determined that it was not in the best interest to move forward with Alternative #1.

This qualified bid of \$840,000.00 is \$360,333.75 above the available budget of \$479,666.25. However, the Parkland Dedication Fund currently has in excess of over \$1.1 million with an additional unencumbered \$660,268.12 identified to be received in FY 2022 or early FY 2023 (see attachment).

RECOMMENDATION:

Staff recommends approval of contract to Fleetwood Services, LLC under project 21-CIP-003, in the amount of \$840,000.00 utilizing both the approved amount in the general fund (\$479,666.25) and the balance coming from The Parkland Dedication fund of \$360,333.75; and authorize the City Manager to develop and sign contract(s) relating to this project.

PRESENTER:

Tony Bettis, PMP, CIP Project Manager
Mark Tummons, CPRP, Director, Parks and Recreation

Fiscal Impact

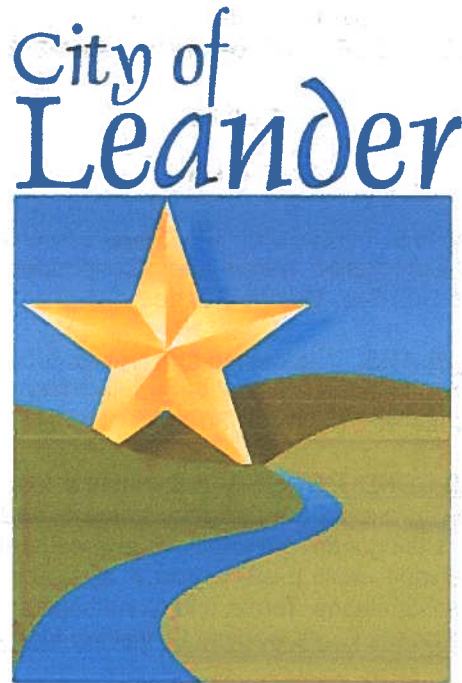
Amount requested: 840,00.00

Approved in current budget (Yes / No): Yes

<u>Expenditure (New / Amended):</u>	Amended
<u>Recurring or one-time:</u>	one-time
<u>Fund source (Operating / Utility / etc.):</u>	General Fund & Parkland Dedic

Attachments

1. December 9, 2021 Bid Tab - Fleetwood
2. MWM Design Group Letter of Successful Bid 12-10-21
3. Parkland Dedication Fund - Future Funds Expected



Purchasing Division
105 N. Brushy Street
Leander, TX 78641
www.leandertx.gov

Solicitation #21-CIP-003

**INVITATION FOR BID
CRYSTAL FALLS GOLF CLUB DRIVING RANGE
RENOVATIONS**

Responses Due: December 9, 2021 at 3:00 p.m.



**INVITATION FOR BID
CRYSTAL FALLS GOLF CLUB DRIVING RANGE RENOVATIONS**

PART I

GENERAL

1. **PURPOSE:** The City of Leander, herein after "City", seeks to enter into an agreement with a qualified Individual, Firm or Corporation, herein after "Respondent", to provide construction services at the Crystal Falls Golf Club Driving Range.
2. **PROJECT ARCHITECT & PLANS:** The design and limited construction management services for the Project are being provided by MWM Design Group, Inc. (MWM), 305 E. Huntland Dr. Ste 200 Austin, TX 78752. David Cazares 512-731-1080.
3. **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 <http://www.leandertx.gov/rfps>.
 - 3.1. 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.
4. **ATTACHMENTS:** Attachments A through E are herein made a part of this agreement:
 - 4.1. Attachment A – Reference Form
 - 4.2. Attachment B – Bid Plan Set
 - 4.3. Attachment C – Bid Form
 - 4.4. Attachment D – CIQ Form
 - 4.5. Attachment E – Technical Spec
5. **CLARIFICATION:** For questions or clarifications of specifications, you may contact:

Kelly Wenzel
General Services Manager
City of Leander
Telephone: 512-528-2792
kwenzel@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.

6. **RESPONDENT REQUIREMENTS:** The opening of a solicitation shall not be construed as the City's acceptance of such as qualified and responsive.
 - 6.1. Respondents shall be firms, corporations, individuals or partnerships normally engaged in construction services in the State of Texas;
 - 6.2. Respondents shall maintain staffing levels to provide prompt, efficient service to the City.
7. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - 7.1. 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:
 - 7.1.1. Solicitation document, attachments and exhibits;
 - 7.1.2. Solicitation addendums, if applicable;
 - 7.1.3. City's Definitions, Terms and Conditions;
 - 7.1.4. Successful Respondent's submission.
 - 7.2. The initial term of the resulting agreement shall be determined by the proposed and agreed upon Project timeline.
 - 7.3. 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.
 - 7.4. The City shall also have the right to terminate the Agreement, in whole in part, without cause anytime upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Respondent 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 Respondent to 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.
 - 7.5. 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.
8. **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/>.
 - 8.1. 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.
 - 8.2. 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.

8.3. A completed CIQ Form, herein Attachment D, is required with each response.

8.4. 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://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

1. **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:
 - 1.1. 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
 - 1.2. The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
 - 1.3. 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
 - 1.4. 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.
2. **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*
IFB Released	November 11, 2021
NON-MANDATORY pre-solicitation meeting	November 19, 2021 at 2:00 p.m.
Deadline for Vendor Questions Submitted to the City of Leander	November 30, 2021
Questions and Answers to be posted on the City of Leander website on or before	December 3, 2021
IFB Opened (last day to submit Responses)	December 9, 2021 at 3:00 p.m.
Contract Award Target	No later than January 2022
Oral Presentation (if necessary)	TBD
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 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/>.

The City reserves the right to modify these dates. Notice of date change will be posted to the City's website.

2. **NON-MANDATORY PRE-SOLICITATION MEETING**: A **NON-MANDATORY** pre-solicitation meeting will be held to fully acquaint Respondents with the unique needs of the City. The pre-solicitation meeting will be conducted on:

**November 19, 2021 at 2:00 PM CST
Crystal Falls Golf Club
3400 Crystal Falls Parkway
Leander TX 78641**

- 2.1. The City considers this pre-solicitation meeting **mandatory**.
- 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.
- 2.3. A site visit shall be conducted directly after the meeting. Respondent shall be responsible for obtaining any and all project measurements for material requirements and costing.
- 2.4. **Vendor attendance will be documented at the pre-solicitation meeting. Any respondent that submits a response that does not attend the meeting will be disqualified.**

3. **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.
4. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before **3:00 PM**, on the date noted above to the Purchasing Department. Mail or carry sealed responses to:

FedEx, UPS, Hand Deliver or E-mail 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. E-mailed responses will not be accepted.
 - 4.2. Responses received after this time and date shall not be considered.
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.
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. **SCOPE AND PROJECT MANAGEMENT:** Successful respondent shall provide construction services for the successful and on-time delivery of the Crystal Falls Golf Club Driving Range Renovations.
 - 1.1. Furnish and/or installation of including, but not limited to, removing existing berm adjacent to driving range, redistribute material within limits of construction to regrade existing driving range, remove existing tee area and replace with new USPGA compliant tee, hitting mats, USPGA compliant green with bunkers, range bunker mats, remove and salvage existing flagstone cart path, saw-cut and remove concrete cart path, new concrete cart path, relocate existing electrical rack, tree protection, erosion controls, stone riprap, stone retaining wall, mulching, planting, sodding, sprigging, irrigation.
 - 1.2. Successful respondent shall provide designated Project Manager and Project Site Superintendent for duration of project. Said designees shall not be substituted or rotated off of the Project without express written approval of the change from City.

2. **PERFORMANCE AND PAYMENTS BONDS:** Successful respondent shall deliver to City both a Payment Bond and a Performance Bond no later than the 10th day after the agreement has been executed both for the Project price. Penal sums for both bonds shall each be equal to the agreed upon Project price.
 - 2.1. All bonds and insurance required by the agreement shall be obtained from solvent surety or insurance companies that are duly licensed by the State of Texas and authorized to issue bonds or insurance policies for the limits and coverages required by the agreement. The bonds shall be in a form acceptable to the City and shall be issued by a surety which complies with the requirements of Art. 7.19-1, Texas Insurance Code (1997), Chapter 2253 of the Texas Government Code and which is otherwise acceptable to the City.
3. **BUILDER WARRANTY:** Successful respondent shall provide a one-year warranty for all labor and materials. Warranty documentation for all elements of the installation shall be provided upon project completion.
4. **DELIVERY AND POST CONSTRUCTION:** Successful respondent responsibilities include but are not limited to close-out document processes and a one-year completion walk-through to address warranty issues. Respondent shall include a sample Project Close-Out Checklist and warranty program information with bid response.
5. **LIQUIDATED DAMAGES:** Liquidated damages shall apply in the amount of one-thousand dollars (\$1,000.00) per calendar day for each day past the agreed upon delivery date that the Project completion may be late. Delivery date and applicable liquidated damages fees shall be defined in the resulting construction contract.
6. **CHANGE ORDERS:** The City shall only be responsible for Change Orders above and beyond the Project price that have been signed by the City's Project Manager. Unsigned Change Orders shall not be paid.
7. **PROJECT TIMELINE:** Respondent shall provide estimated project timeline for delivery of Project. Project completion date must be March 1st, 2022.
8. **PERMITTING FEES:** City's permitting fees shall be waived.

PART IV

RESPONSE REQUIREMENTS

The City of Leander makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Respondents in compiling their final responses. Respondents are encouraged to carefully read the entire solicitation.

Respondent shall submit one (1) executed (signed) original and two (2) copies of each response.

For your bid to be responsive, all required attachments identified below shall be submitted with your proposal. The Samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City.

1. Responses shall be submitted on itemized, signed Bid Form provided herein as ATTACHMENT C. Failure to itemize or sign solicitation may result in disqualification. Submission of responses on forms other than the City's Bid Form Document may result in disqualification of the response.
 - 1.1. ALL FEES shall be included in price. No additional fees shall be permitted.
2. Sample closeout check list and warranty documentation.

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.

ATTACHMENT A
RESPONDENT'S REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: 21-CIP-003

RESPONDENT'S NAME: Fleetwood Services, LLC

DATE: 11/18/2021

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 North Richland Hills - Iron Horse Golf Club
 Name of Contact Joe Pack
 Title of Contact Senior Park Planner
E-Mail Address jpacak@nrhtx.com
 Present Address North Richland Hills City Hall - 4301 City Point Drive
 City, State, Zip Code North Richland Hills, TX 76180
 Telephone Number (817) 427- 6620 Fax Number: (817) 427-6627

2. Company's Name City of Owasso - Bailey Ranch Golf Course
 Name of Contact Chris Cook
 Title of Contact Golf Course Superintendent
E-Mail Address ccook@cityofowasso.com
 Present Address 10105 Larkin Bailey Blvd.
 City, State, Zip Code Owasso, OK 74055
 Telephone Number (918) 272-1175 Fax Number: (918) 272-4996

3. Company's Name City of Rowlett - Waterview Golf Club
 Name of Contact Anthony Bailey
 Title of Contact Golf Course Superintendent
E-Mail Address super@waterviewgfc.com
 Present Address 9509 Waterview Pkwy
 City, State, Zip Code Rowlett, TX 75089
 Telephone Number (972) 463-8900 Fax Number: (972) 463-6310

FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.

Attachment C

LUMP SUM BID FORM

PRICE IS FOR TORO OR RAINBIRD

The undersigned, in compliance with the Invitation for Bids for construction of the following Project for the City of Leander, Texas:

Solicitation No.:	21-CIP-003
Specification No.:	912-25 · 912-27
Project:	Crystal Falls Golf Course Driving Range Renovations

Having examined the Project Manual, Drawings and Addenda, the site of the proposed Work and being familiar with all of the conditions surrounding construction of the proposed Project, having conducted all inquiries, tests and investigations deemed necessary and proper; hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment, and incidentals, and to perform all Work required for construction of the Project in accordance with the Project Manual, Drawings and Addenda within the time indicated.

BASE BID		\$ 750,000.00
Base Bid includes Trench Excavation Safety Systems & Special Shoring		

- The "Base Bid" amount becomes the Bidder's "TOTAL BID" if allowances and/or alternates are not included.

ALTERNATES:

Alternative No. 1	The purpose of Alternate-01 is to determine the construction cost by adding bunker mats to the driving range. • Bunker mats shall be installed per manufacturer requirements. • If Alternate-01 is not accepted these areas shall be graded as shown on the plan and sprigged with Bermuda Tif 419	\$ 30,000.00
Alternative No. 2	The purpose of Alternate-02 is to determine the construction cost by adding a USPGA green within the area designated on the plans. • The entire green area is anticipated to be constructed using USPGA standards. • Erosion controls, tree protection, grading/contouring, sod/sprig, irrigation, etc shall be included as part of Alternate-02. • If Alternate-02 is not accepted the entire area shall be restored to preconstruction conditions.	\$ 90,000.00

TOTAL BID		\$ 780,000.00
Includes Base Bid plus Subtotal Allowances and Alternate 1, (if accepted at Contract Execution)		
TOTAL BID		\$ 870,000.00
Includes Base Bid plus Subtotal Allowances and Alternate 1 plus Alternate 2, (if accepted at Contract Execution)		

END

Dan Stewart

PRICE IS FOR TORO OR RAINBIRD

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.

N/A

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.

N/A

4

Signature of vendor doing business with the governmental entity

11/18/2021

Date



City of Leander

Pre-Solicitation Meeting Sign-In Sheet

11/19/2021

Crystal Falls Golf Course Driving Range

Attendee Name

Bill Hardy

Name/Address/Phone/E-mail of Firm

VM Golf Services

bhardy@vmgolfservices.com

Robert Fleetwood

Fleetwood Services LLC

robert@fleetwoodservices.net

4311 Willow St

972-707-8314

Dallas, TX 75226

469-865-4721



City of Leander

Pre-Solicitation Meeting Sign-In Sheet

11/19/2021

Crystal Falls Golf Course Driving Range

Attendee Name

STOBY BOWLIN

Name/Address/Phone/E-mail of Firm

STOBY@BOWLIN CONSULTING,
BOWLIN CONSULTING- 512-560-0010
COM

Julio Ruiz

C3 LLC Julio.r@c3-llc.net
512-647-8109

Project close Out Checklist

Job Name: _____
Job # : _____

Date: _____
Supervisor: _____

[illegible]

WARRANTY

DATE

NAME
ADDRESS
ADDRESS

To Whom It May Concern:

TEXT (Including warranty type, length of time, and dates)

Sincerely,

Robert Fleetwood
Owner
Fleetwood Services
4311 Willow Street
Dallas, TX 75226

STATE OF TEXAS
COUNTY OF DALLAS

This instrument was acknowledged before me on the ____ day of _____, ____ 19.



**Disadvantaged Business Enterprise (DBE)
FLEETWOOD SERVICES, LLC**

FLEETWOOD SERVICES, LLC

has filed with the Agency an Affidavit as defined by NCTRCA Disadvantaged Business Enterprise (DBE) 49 CFR Part 26 and is hereby certified to provide service(s) in the following areas:

**NAICS 237990: GOLF COURSE CONSTRUCTION
NAICS 237990: OUTDOOR RECREATION FACILITY CONSTRUCTION
NAICS 237990: PARK AND RECREATIONAL OPEN SPACE IMPROVEMENT CONSTRUCTION
NAICS 237990: SPORTS FIELD CONSTRUCTION**

This Certification commences November 17, 2021 and supersedes any registration or listing previously issued. This certification must be updated annually by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Issued Date: November 17, 2021
CERTIFICATION NO. WFDB97772Y1122



Ericia Mitchell

Certification Administrator



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp>. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing addition information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number:	1273054901600
File/Vendor Number:	484924
Approval Date:	05-APR-2018
Scheduled Expiration Date:	05-APR-2022

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

FLEETWOOD SERVICES LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 06-APR-2018, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Laura Cagle-Hinojosa, Statewide HUB Program Manager
Statewide Support Services Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.



November 24, 2020

Re: Letter of Recommendation for Fleetwood Services, LLC
Iron Horse Golf Course Improvements Project

To whom it may concern,

Fleetwood Services recently completed a \$2,750,000 golf course renovation for Iron Horse Golf course which is owned by the City of North Richland Hills and managed by Arcis Golf. The goals for the project were to provide overall grading and sloping for positive drainage, irrigation system renovation, fairway, bunker, tee and green improvements and associated limited cart path renovations. The green improvements resulted in a reconfigured portion of the fairway and new placement of the green on hole 13 and a completely reconfigured tees, fairway and green on hole 14.

Fleetwood Services worked well with Jeff Brauer, the golf course architect, City staff and Arcis Golf staff which resulted in a very positive outcome. The renovation of Iron Horse Golf Course was a City Council priority which highlights the need to hire a golf course renovation company with experience, resources, motivation and talent to fulfill the vision created by Council. On opening day, our Council members were very positive and pleased with the outcome of the renovation, and since the grand opening, there have been no complaints or negative comments.

All of Fleetwood's staff members were friendly, prompt to respond and competent in their abilities to move the project along within the allotted time frame. If you have any questions, please do not hesitate to call me at the number below.

Kind regards,

Joe Pack, PLA

Senior Park Planner
City of North Richland Hills Parks and Recreation
817-427-6622

PROJECT TIMELINE

PROJECT START DATE: JANUARY 3, 2022

PROJECT COMPLETION DATE: MAY 1, 2022*

***DUE TO SPRIGS NOT BEING READY TO HARVEST BEFORE MARCH, PLANTING OF GRASS WILL BEGIN APRIL 15, 2022. ALL OF THIS IS BASED ON SUPPLIERS' RECOMMENDATION AND THE ABILITY TO HARVEST SPRIGS AND SOD. REALISTIC COMPLETION DATE IS MAY 1, 2022.**



City of Leander

**INVITATION FOR BID
CRYSTAL FALLS GOLF CLUB DRIVING RANGE RENOVATIONS**

ADDENDUM #1

IFB No. 21-CIP-003

Addendum #: 1

Date: December 1, 2021

Please note the clarification and/or additional information for the solicitation referenced above.

The STANDARD GENERAL CONDITIONS to be included with the Solicitation.

By the signatures affixed below, Addendum No.1 is hereby incorporated into and made a part of the above referenced solicitation.

ACKNOWLEDGED

Fleetwood Services, LLC
Vendor


Authorized Signature

12/2/2021
Date

INCLUDE SIGNED COPY OF THIS ADDENDUM WITH YOUR SEALED PROPOSAL. FAILURE TO DO SO MAY AUTOMATICALLY DISQUALIFY YOUR RESPONSE FROM CONSIDERATION FOR AWARD.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By



Endorsed By



Copyright© 2018

National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

The copyright for this EJCDC document is owned jointly by the three sponsoring organizations listed above. The National Society of Professional Engineers is the Copyright Administrator for the EJCDC documents; please direct all inquiries regarding EJCDC copyrights to NSPE.

NOTE: EJCDC publications may be purchased at www.ejcdc.org, or from any of the sponsoring organizations above.

GUIDELINES FOR USE OF EJCDC® C-700, STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

1.0 PURPOSE AND INTENDED USE OF THE DOCUMENT

EJCDC® C-700, Standard General Conditions of the Construction Contract (2018), is the foundation document for the EJCDC Construction Series. The General Conditions define the basic rights, responsibilities, risk allocations, and contractual relationship of the Owner and Contractor, and establish how the Contract is to be administered.

2.0 OTHER DOCUMENTS

EJCDC documents are intended to be used as a system and changes in one EJCDC document may require a corresponding change in other documents. Other EJCDC documents may also serve as a reference to provide insight or guidance for the preparation of this document.

These General Conditions have been prepared for use with either EJCDC® C-520, Agreement Between Owner and Contractor for Construction Contract (Stipulated Price), or EJCDC® C-525, Agreement Between Owner and Contractor for Construction Contract (Cost-Plus-Fee) (2018 Editions). The provisions of the General Conditions and the Agreement are interrelated, and a change in one may necessitate a change in the other.

To prepare supplementary conditions that are coordinated with the General Conditions, use EJCDC® C-800, Supplementary Conditions of the Construction Contract (2018).

The full EJCDC Construction series of documents is discussed in the EJCDC® C-001, Commentary on the 2018 EJCDC Construction Documents (2018).

3.0 ORGANIZATION OF INFORMATION

All parties involved in a construction project benefit significantly from a standardized approach in the location of subject matter throughout the documents. Experience confirms the danger of addressing the same subject matter in more than one location; doing so frequently leads to confusion and unanticipated legal consequences. Careful attention should be given to the guidance provided in EJCDC® N-122/AIA® A521, Uniform Location of Subject Matter (2012 Edition) when preparing documents. EJCDC® N-122/AIA® A521 is available at no charge from the EJCDC website, www.ejcdc.org, and from the websites of EJCDC's sponsoring organizations.

If CSI MasterFormat™ is used for organizing the Project Manual, consult CSI MasterFormat™ for the appropriate document number (e.g., under 00 11 00, Advertisements and Invitations), and accordingly number the document and its pages.

4.0 EDITING THIS DOCUMENT

Remove these Guidelines for Use. Some users may also prefer to remove the two cover pages.

Although it is permissible to revise the Standard EJCDC Text of C-700 (the content beginning at page 1 and continuing to the end), it is common practice to leave the Standard EJCDC Text of C-700 intact and unaltered, with modifications and supplementation of C-700's provisions set forth in EJCDC® C-800, Supplementary Conditions of the Construction Contract (2018). If the Standard Text itself is revised, the

user must comply with the terms of the License Agreement, Paragraph 4.0, Document-Specific Provisions, concerning the tracking or highlighting of revisions. The following is a summary of the relevant License Agreement provisions:

1. The term “Standard EJCDC Text” for C-700 refers to all text prepared by EJCDC in the main body of the document. Document covers, logos, footers, instructions, or copyright notices are not Standard EJCDC Text for this purpose.
2. During the drafting or negotiating process for C-700, it is important that the two contracting parties are both aware of any changes that have been made to the Standard EJCDC Text. Thus, if a draft or version of C-700 purports to be or appears to be an EJCDC document, the user must plainly show all changes to the Standard EJCDC Text, using “Track Changes” (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions.
3. If C-700 has been revised or altered and is subsequently presented to third parties (such as potential bidders, grant agencies, lenders, or sureties) as an EJCDC document, then the changes to the Standard EJCDC Text must be shown, or the third parties must receive access to a version that shows the changes.
4. Once the document is ready to be finalized (and if applicable executed by the contracting parties), it is no longer necessary to continue to show changes to the Standard EJCDC Text. The user may produce a final version of the document in a format in which all changes are accepted, and the document at that point does not need to include any “Track Changes,” redline/strikeout, highlighting, or other indication of additions and deletions to the Standard EJCDC Text.

5.0 LICENSE AGREEMENT

This document is subject to the terms and conditions of the **License Agreement, 2018 EJCDC® Construction Series Documents**. A copy of the License Agreement was furnished at the time of purchase of this document, and is available for review at www.ejcdc.org and the websites of EJCDC’s sponsoring organizations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
Article 1—Definitions and Terminology.....	1
1.01 Defined Terms.....	1
1.02 Terminology	6
Article 2—Preliminary Matters	7
2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance.....	7
2.02 Copies of Documents	7
2.03 Before Starting Construction	8
2.04 Preconstruction Conference; Designation of Authorized Representatives.....	8
2.05 Acceptance of Schedules	8
2.06 Electronic Transmittals	9
Article 3—Contract Documents: Intent, Requirements, Reuse	9
3.01 Intent.....	9
3.02 Reference Standards.....	10
3.03 Reporting and Resolving Discrepancies	10
3.04 Requirements of the Contract Documents.....	11
3.05 Reuse of Documents	11
Article 4—Commencement and Progress of the Work	12
4.01 Commencement of Contract Times; Notice to Proceed	12
4.02 Starting the Work.....	12
4.03 Reference Points	12
4.04 Progress Schedule	12
4.05 Delays in Contractor’s Progress	12
Article 5—Site; Subsurface and Physical Conditions; Hazardous Environmental Conditions	14
5.01 Availability of Lands	14
5.02 Use of Site and Other Areas.....	14
5.03 Subsurface and Physical Conditions.....	15
5.04 Differing Subsurface or Physical Conditions	16

5.05	Underground Facilities.....	18
5.06	Hazardous Environmental Conditions at Site	19
Article 6—Bonds and Insurance.....		22
6.01	Performance, Payment, and Other Bonds.....	22
6.02	Insurance—General Provisions.....	22
6.03	Contractor’s Insurance.....	24
6.04	Builder’s Risk and Other Property Insurance.....	25
6.05	Property Losses; Subrogation	26
6.06	Receipt and Application of Property Insurance Proceeds	27
Article 7—Contractor’s Responsibilities		27
7.01	Contractor’s Means and Methods of Construction	27
7.02	Supervision and Superintendence	28
7.03	Labor; Working Hours.....	28
7.04	Services, Materials, and Equipment	28
7.05	“Or Equals”	29
7.06	Substitutes	30
7.07	Concerning Subcontractors and Suppliers.....	31
7.08	Patent Fees and Royalties.....	33
7.09	Permits	33
7.10	Taxes	33
7.11	Laws and Regulations.....	34
7.12	Record Documents.....	34
7.13	Safety and Protection	34
7.14	Hazard Communication Programs	35
7.15	Emergencies.....	36
7.16	Submittals	36
7.17	Contractor’s General Warranty and Guarantee	39
7.18	Indemnification	40
7.19	Delegation of Professional Design Services	40
Article 8—Other Work at the Site.....		41
8.01	Other Work	41
8.02	Coordination	42
8.03	Legal Relationships.....	42

Article 9—Owner’s Responsibilities	43
9.01 Communications to Contractor	43
9.02 Replacement of Engineer	43
9.03 Furnish Data	43
9.04 Pay When Due.....	43
9.05 Lands and Easements; Reports, Tests, and Drawings.....	43
9.06 Insurance.....	44
9.07 Change Orders	44
9.08 Inspections, Tests, and Approvals.....	44
9.09 Limitations on Owner’s Responsibilities	44
9.10 Undisclosed Hazardous Environmental Condition.....	44
9.11 Evidence of Financial Arrangements.....	44
9.12 Safety Programs	44
Article 10—Engineer’s Status During Construction	44
10.01 Owner’s Representative.....	44
10.02 Visits to Site.....	45
10.03 Resident Project Representative.....	45
10.04 Engineer’s Authority	45
10.05 Determinations for Unit Price Work	45
10.06 Decisions on Requirements of Contract Documents and Acceptability of Work	46
10.07 Limitations on Engineer’s Authority and Responsibilities	46
10.08 Compliance with Safety Program.....	46
Article 11—Changes to the Contract	46
11.01 Amending and Supplementing the Contract	46
11.02 Change Orders	47
11.03 Work Change Directives.....	47
11.04 Field Orders.....	48
11.05 Owner-Authorized Changes in the Work.....	48
11.06 Unauthorized Changes in the Work.....	48
11.07 Change of Contract Price	48
11.08 Change of Contract Times.....	49
11.09 Change Proposals.....	50
11.10 Notification to Surety.....	51

Article 12—Claims.....	51
12.01 Claims.....	51
Article 13—Cost of the Work; Allowances; Unit Price Work	52
13.01 Cost of the Work	52
13.02 Allowances	56
13.03 Unit Price Work	56
Article 14—Tests and Inspections; Correction, Removal, or Acceptance of Defective Work	57
14.01 Access to Work.....	57
14.02 Tests, Inspections, and Approvals.....	57
14.03 Defective Work	58
14.04 Acceptance of Defective Work.....	59
14.05 Uncovering Work	59
14.06 Owner May Stop the Work	59
14.07 Owner May Correct Defective Work.....	60
Article 15—Payments to Contractor; Set-Offs; Completion; Correction Period	60
15.01 Progress Payments.....	60
15.02 Contractor’s Warranty of Title	63
15.03 Substantial Completion.....	63
15.04 Partial Use or Occupancy	64
15.05 Final Inspection	65
15.06 Final Payment.....	65
15.07 Waiver of Claims	66
15.08 Correction Period	67
Article 16—Suspension of Work and Termination	68
16.01 Owner May Suspend Work	68
16.02 Owner May Terminate for Cause.....	68
16.03 Owner May Terminate for Convenience.....	69
16.04 Contractor May Stop Work or Terminate	69
Article 17—Final Resolution of Disputes	70
17.01 Methods and Procedures.....	70
Article 18—Miscellaneous	70
18.01 Giving Notice	70
18.02 Computation of Times.....	70

18.03	Cumulative Remedies	71
18.04	Limitation of Damages	71
18.05	No Waiver	71
18.06	Survival of Obligations	71
18.07	Controlling Law	71
18.08	Assignment of Contract.....	71
18.09	Successors and Assigns	71
18.10	Headings.....	71

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*
 - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
- 11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 - 12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
 - 13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
 - 14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
 - 15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
 - 16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
 - 17. *Cost of the Work*—See Paragraph 13.01 for definition.
 - 18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
 - 19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
 - 20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
 - 21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
 - a. Critical Path- a path that connects the interdependent tasks in a project which are required to be completed for subsequent work to start and for a project to be completed

or a path which connects the tasks which take the greatest amount of time for completion, and which provides an estimate of the duration of the entire project.

32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.
43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment

into such construction; and may include related parts, connections, utilities, and services such as testing, start-up, and commissioning, all as required by the Contract Documents.

50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective*: The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
1. does not conform to the Contract Documents;
 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents) and prior to Notice To Proceed, Contractor shall submit to Engineer for timely review:
1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract, and the related Critical Path;
 2. a preliminary Schedule of Submittals; and
 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first and every following Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times and denoting the Critical Path. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

A. *Standards Specifications, Codes, Laws and Regulations*

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in

resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

- a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
- b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, as approved by Engineer and Owner.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption,

and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. Abnormal weather conditions;
 - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 - 4. Acts of war or terrorism.
- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
 - 1. Contractor's entitlement to an adjustment of the Contract Times is conditioned only on the delay, disruption, or interference adversely affecting an activity on the Critical Path to completion of the Work, as of the time of the delay, disruption, or interference.
 - 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 - 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
 - 1. The circumstances that form the basis for the requested adjustment;
 - 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 - 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 - 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 - 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised Critical Path progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the Critical Path to completion of the Work.

- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

- A. *Limitation on Use of Site and Other Areas*
 - 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 - 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such

owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
 - 2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
 - 3. Technical Data contained in such reports and drawings.
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.
- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their

officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
2. is of such a nature as to require a change in the Drawings or Specifications;
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating

whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
 2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;
 3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition

- and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
 - H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
 - I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
 - J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
 - K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the

- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.
- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 Contractor's Insurance

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 - 1. include at least the specific coverages required;
 - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed

required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

- C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

- E. *Insurance of Other Property; Additional Insurance:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.
1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.

by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and

5. include all necessary endorsements to support the stated requirements.

C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:

1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will

- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

- C. Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Engineer, as a Request For Information, any errors, inconsistencies, or omissions discovered by or made known to the Contractor. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically noted in the Contract Documents. The Contractor shall reasonably satisfy himself or herself as to the accuracy of all visible grades, elevations, dimensions, materials, conditions, and locations, but shall also be entitled to rely on the reports, specifications provided to Contractor as part of the Contract Documents. In all cases of interconnection of its Work with existing or other work or conditions, Contractor shall review at the site all dimensions relating to such existing or other work and report same to the Owner and Engineer; provided however Contractor shall not be responsible or liable for the work of others. Any errors due to the Contractors' failure to so review all such grades, elevations, dimensions, materials, conditions, or locations shall be promptly rectified by the Contractor without any additional cost to the Owner.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent to the project site and who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.
- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water,

sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 "Or Equals"

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
 - b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor's Request; Governing Criteria:* Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract

with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

- 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

c. will identify:

- 1) all variations of the proposed substitute item from the item specified; and
- 2) available engineering, sales, maintenance, repair, and replacement services.

d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 Concerning Subcontractors and Suppliers

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve

Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.

- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 Patent Fees and Royalties

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 Permits

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 Taxes

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
 4. traffic and private property on adjacent streets, roadways, parking lots, and private and public areas. Contractor shall submit a site specific traffic control plan to the Engineer and the Owner, within ten (10) days after the Contract effective date.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
 - E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
 - F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
 - G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
 - H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
 - I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
 - J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 Hazard Communication Programs

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required

to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
 2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.
 3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
 2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.
 5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
 6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
 8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.
- D. *Resubmittal Procedures for Shop Drawings and Samples*
1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
 2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
 3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.
- E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*
1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
 - d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. *Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.*

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 - 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
 - 1. Observations by Engineer;
 - 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. Use or occupancy of the Work or any part thereof by Owner;
 - 5. Any review and approval of a Shop Drawing or Sample submittal;
 - 6. The issuance of a notice of acceptability by Engineer;
 - 7. The end of the correction period established in Paragraph 15.08;
 - 8. Any inspection, test, or approval by others; or
 - 9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.
- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and

proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
 - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may

impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.

2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer or through Owner's designated representative or Inspector.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement and per local and State requirements.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's and Owner's Inspector's Authority*

- A. Engineer and Inspector have the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.
- E. Engineer's and Inspector's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.
- B. If Owner has issued a Work Change Directive and:
 - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 - 1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 - 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or

3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision:* Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion:* Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 Notification to Surety

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 Claims

- A. *Claims Process:* The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for

resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

D. Mediation

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. Partial Approval:** If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. Denial of Claim:** If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. Final and Binding Results:** If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

- A. Purposes for Determination of Cost of the Work:** The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not

be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
 - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
2. The cost of purchasing, renting, or furnishing small tools and hand tools.
3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
6. Expenses incurred in preparing and advancing Claims.
7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

E. *Documentation and Audit:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions,

drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:* Contractor agrees that:
 - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance:* Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer and Owner's Inspector timely notice of readiness of the Work (or specific parts thereof), at a minimum 48 hours, for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
3. by manufacturers of equipment furnished under the Contract Documents;
4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's or Owner's Inspector's Authority:* Engineer or Owner's Inspector has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer or Owner's Inspector has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer or Owner's Inspector has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer or Owner's Inspector, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer or Owner's Inspector considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this

right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer and Owner. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer and Owner's Inspector for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents, including an updated CPM project schedule, evidence of as-built notations in the Construction Documents, and all updated logs.
 - 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably and securely stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other

documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner. Owner shall pay 80% of the value of the materials and equipment until installed, at which time, Owner shall pay 100%, minus retained amounts.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement and set at 5%

C. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Thirty days after approval of the Application for Payment by Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use and substantially complete per the Contract Documents, Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer and Owner issue a

certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer or Owner does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer and Owner's Inspector considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected within 30 calendar days and prior to final payment..
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor,

Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.

2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor

that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's and Owner's Inspector's observation of the Work during construction and final inspection, and Engineer's and Owner's Inspector's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer and Owner's Inspector is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's approval of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents or material manufacturer), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
1. correct the defective repairs to the Site or such adjacent areas;
 2. correct such defective Work;
 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
 - 5. Contractor's absence from the site for more than two (2) weeks without Owner's consent or Contractor's absence from the site for more than thirty (30) days without justifiable cause.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 45 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 45 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 - 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
 - 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 - 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 - 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation, unless noted otherwise. Calendar days will be computed per the Gregorian calendar.

18.03 Cumulative Remedies

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 Limitation of Damages

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 No Waiver

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 Headings

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.



City of Leander

**INVITATION FOR BID
CRYSTAL FALLS GOLF CLUB DRIVING RANGE RENOVATIONS**

ADDENDUM #2

IFB No. 21-CIP-003

Addendum #: 2

Date: December 3, 2021

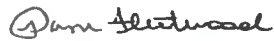
Please note the **clarification** and/or additional information for the solicitation referenced above.

Clarification: For more legible irrigation plans

By the signatures affixed below, Addendum No.1 is hereby incorporated into and made a part of the above referenced solicitation.

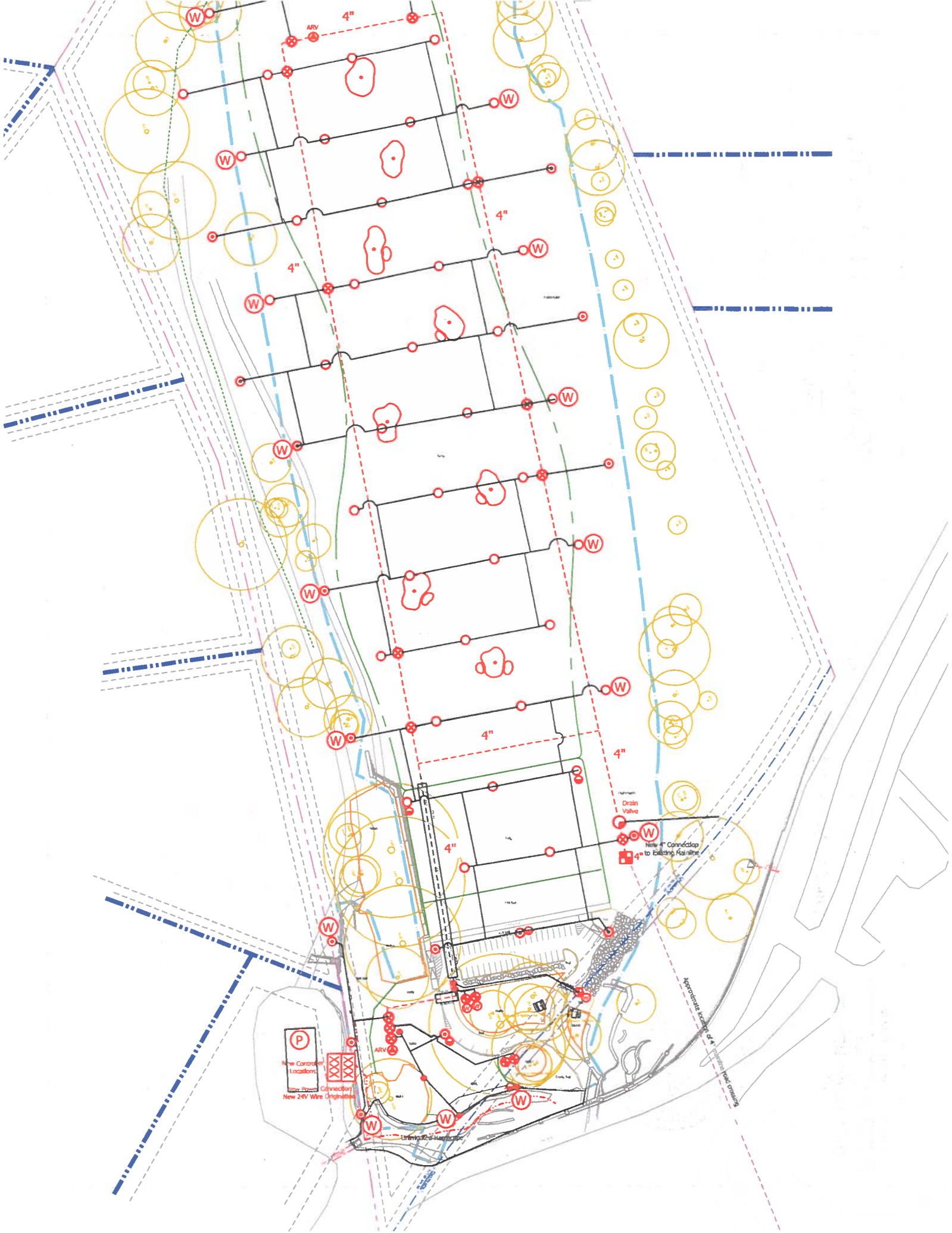
ACKNOWLEDGED

Fleetwood Services, LLC
Vendor


Authorized Signature

12/3/2021
Date

INCLUDE SIGNED COPY OF THIS ADDENDUM WITH YOUR SEALED PROPOSAL. FAILURE TO DO SO MAY AUTOMATICALLY DISQUALIFY YOUR RESPONSE FROM CONSIDERATION FOR AWARD.



CRYSTAL FALLS MECHANICAL PLAN LEGEND	
Item Count 66 VEH	
1 - 4"	CRISTAL FALLS MECHANICAL PLAN LEGEND
15	Machine Code Valve (Line Style) Leomo MV-448B
45	Latex Isolation Valve - 2" Leomo LV-200
17	Full Circle Swallow VEH 75 Suction Toro Flex 800 FLX34-359-2 (434 Gange Nozzle, 75' Radius, 31.1 GPM @ 80 PSI) Rain Bird A-702 80-44 (444 Green Nozzle, 75' R, 33.9 GPM @ 80 PSI) Use Lanco Swing Joint or Equal - 1" - 12"
4	Part Circle Swallow VEH 75 Suction Toro Flex 800 FLX34-359-2 (434 Gange Nozzle, 75' Radius, 31.1 GPM @ 80 PSI) Rain Bird A-702 80-44 (444 Green Nozzle, 75' R, 34 GPM @ 80 PSI) Use Lanco Swing Joint or Equal - 1" - 12"
5	Full Port Gate Siphon VEH 45 Suction Rain Bird A-702 80-44 (444 Green Nozzle, 75' Radius, 31.1 GPM @ 80 PSI) Use Lanco 1" - 12" Swing Joint or Equal
5	1 1/2" Pressure Regulating Electric Valve Toro P-220C-7-24 Rain Bird 150V-EC50R
5	Quick Coupler 1" Toro 474-401
1	Rain Bird 31C Use Lanco 1" - 12" Swing Joint with Stabilizer Feature or Equal
2	Drain Valve Same as 2" Lateral Isolation Valve
2	Air Release Valve Bernard 7 C20, Inada at right point on mainline no power location shown on plan
5, 600 LF	2" Lateral - Section Weld Joint - Schedule 40 PVC Design Flow 52.34 GPM @ 5 PSI w/ 1,888 PSI Loss / 100'
1, 600 LF	4" Mainline - Rubber Ring Joint - Class 200 PVC Design Flow 100 GPM / 25 PSI Loss / 100'
Includes 5% Shrinkage	Main Flow @ 5 FPS = 200.12 GPM w/ 160 PSI Loss / 100'
Includes 5% Shrinkage	4" Mainline - DR11.5 HDPE Design Flow 85 GPM w/ 25 PSI Loss / 100'
250 LF	Main Flow @ 5 FPS = 170.0 GPM w/ 80 PSI Loss / 100'
20 LF	4" Sleeve - Rubber Ring Joint - Class 200 PVC
200 LF	6" Sleeve - Rubber Ring Joint - Class 200 PVC
2 - 48 Station	Controller with Controller ID (Waters Communication, Green Plastic Cabinet) Toro E-Series Dome EX-00-P-64-11-4 Rain Bird PAK ES-00-L-5-G
21	Extra Wire Ductile Iron Machine Fittings As Per Plan (TID by Contractor) Machine Fittings for IPS also piping shall be IPS size ductile iron as manufactured by Leomo - No Alternates Will Be Considered. REFER TO LEOMO DETAIL FOR MINIMUM RESTRAINED LENGTH OF MAINLINE BEFORE AND AFTER JOINT

CRYSTAL FALLS ELECTRICAL PLAN LEGEND	
Item Count ~100 LF Per Wire Run (C3) 300 Total LF 77,550 LF #14 Signal Wire 14,500 LF #12 Common Wire Includes 5% Shrinkage	
X #10	Electrical wiring shall be #10 THWN-2 UF copper direct bury. Minimum depth of cover for all electrical power wire shall be 24"
	24V Control Wire Signal Wire Estimated at 750' Per VEH, RCV and Extra Wire Common Wire Estimated at 150' Per VEH, RCV and Extra Wire
	Power Source - 110V 15 Amp Fuse Per Circuit An individual control wire shall be installed from each VEH sprayer, RCV & Extra Wire within each control zone to the appropriate saddle controller. At each saddle controller, the signal wires shall be wired to operate in the sequence preferred by the Code Course Superintendent. Mark the sequence on the Mechanical Drawing of the 450' x 50' plan sheet.



Rev 06/18/21

Scale: No Scale Page Size: 8 1/2" x 11"
Copyright © 2021, Bowlin Consulting. All rights reserved worldwide.

CRYSTAL FALLS DRIVING RANGE

MECH & ELEC LEGENDS

CONSTRUCTION DRAWINGS

Prepared By: Stoy L. Bowlin, PhD, CGIA, CID
(C) 512-560-0010





www.mwmdesigngroup.com

305 East Huntland Drive
Suite 200, Austin, Texas 78752
P: 512.453.0767 f: 512.453.1734

fax ☐

e-mail ☒

delivery ☐

to:	Tony Bettis	company:	City of Leander	fax:	
date:	10 December 2021	mwm reference #.:		621-02	
from:	David Cazares, RLA	page #		1	
re:	Crystal Falls Golf Club Driving Range Renovations Invitation for Bid				

We have reviewed the accepted bid documents provided through City of Leander solicitation #21-CIP-003 for the Crystal Falls Golf Club Driving Range Renovations. It appears one contractor, Fleetwood Services, LLC, has successfully met the bid requirements.

- The contractor has provided three (3) references).
- The contractor has completed the bid form, including alternates.
- The contractor has provided a letter of recommendation
- The contractor has provided a construction schedule.
- The contractor has reviewed and accepted addendum #1.
- The contractor has reviewed and accepted addendum #2.

MWM DesignGroup recommends city staff contact the provided references as part of the city's due diligence process. Assuming there are no issues with the references, MWM does not take exception to the contractor's (Fleetwood Services, LLC) bid.

cc Mark Tummons, City of Leander PARD
Kelly Wenzel, City of Leander, General Services Manager

Parkland Dedication Fund

**Current and/or Future Projects in which Fees have not been collected
but are expected in 2022**

Subdivision	Fee-in-Lieu (FIL)	Public Art Fund (15% of FIL)	Recreation Improvement Fee (RIF)
Enclave at Stewart Crossing Subdivision	No FIL		\$52,000
Leon Crystal Village (aka Global Village) Apartments	No FIL – Donation of land and construction of public trail		NO RIF due to land and construction of trail
Cedar Brook Subdivision	\$85,501.50	\$12,825.25	\$45,200
Monarch Subdivision	\$39,598.00	\$5,939.70	\$77,200
Lenox Hill Townhouses	In process of developing Parkland Dedication Plan		In process of developing Parkland Dedication Plan
Blockhouse Creek Farm Apartments	\$129,000	\$19,350	\$138,800
Hazelwood Village Condos	\$27,550	\$4,132.50	\$20,400
Villa Bonita Cottages	\$9450	\$1,417.50	\$3600
Castella Court Condos	\$18,900	\$2,835.00	\$7200
Glenwood Apartments	\$88,200	\$13,230.00	\$33,600
Maya Townhouses	\$33,598.32	\$5,039.75	\$12,800
Enclave at Stewart Crossing Subdivision	In process of developing Parkland Dedication Plan	TBD	In process of developing Parkland Dedication Plan
Urbana (Hero Way)	\$171,150	\$25,672.50	\$63,200
Maple Ranch	\$173,250	\$25,987.50	\$66,000
SUBTOTAL	\$776,697.82	\$116,429.70	\$390,800*
TOTAL: \$776,697.82- \$116,429.70 =	\$660,268.12	\$116,429.70	\$390,800

- Σ The Public Art fee (15%) comes from a portion of the Fee-In-Lieu
- Σ The Recreation Improvement Fee is the minimum amount Developers are required to construct recreation amenities on site.