



Prosper is a place where everyone matters.

Agenda

Prosper Town Council Reception Prosper Town Council Meeting

Council Chambers

Prosper Town Hall

250 W. First Street, Prosper, Texas

Tuesday, May 24, 2022

5:00 PM

The Town will hold a reception to recognize outgoing and newly and re-elected Councilmembers prior to the start of the regular meeting. The Council meeting will begin immediately following the reception.

Notice Regarding Public Participation

Welcome to the Prosper Town Council. Individuals may attend the meeting in person, or access the meeting via videoconference, or telephone conference call.

Join the Zoom Meeting by clicking on the following link: <https://us02web.zoom.us/j/87047432329>

To join the meeting by phone, dial (346) 248-7799

Enter Meeting ID: 870 4743 2329

Addressing the Town Council:

Those wishing to address the Town Council must complete the [Public Comment Request Form](#) located on the Town website or in Council Chambers.

If you are attending in person, please submit this form to the Town Secretary prior to the meeting. When called upon, please come to the podium and state your name and address for the record.

If you are attending online/virtually, please submit this form to the Town Secretary prior to 5:00 p.m. on the day of the meeting. Please ensure your full name appears on the screen and you are unmuted so the meeting moderator can recognize you and allow you to speak. The Chat feature is not monitored during the meeting. The Town assumes no responsibility for technical issues that are beyond our control.

If you encounter any problems joining or participating in the meeting, please call our help line at 972-569-1191 for assistance.

Call to Order/ Roll Call.

Invocation, Pledge of Allegiance and Pledge to the Texas Flag.

Announcements of recent and upcoming events.

Presentations.

1. Administer Oaths of Office to newly elected Councilmembers and present Certificates of Election. (MLS)

CONSENT AGENDA:

Items placed on the Consent Agenda are considered routine in nature and non-controversial. The Consent Agenda can be acted upon in one motion. Items may be removed from the Consent Agenda by the request of Council Members or staff.

2. Consider and act upon the minutes of the May 10, 2022, Town Council meeting. (MLS)
3. Consider and act upon the minutes of the May 18, 2022, Town Council special meeting. (MLS)
4. Consider and act upon awarding CSP No. 2022-41-B to RoeschCo Construction, LLC, related to construction services for the Frontier Park Drainage Channel Improvements project; and authorizing the Town Manager to execute a construction agreement for same. (HW)

CITIZEN COMMENTS

The public is invited to address the Council on any topic. However, the Council is unable to discuss or take action on any topic not listed on this agenda. Please complete a "Public Comment Request Form" and present it to the Town Secretary prior to the meeting.

REGULAR AGENDA:

If you wish to address the Council, please fill out a "Public Comment Request Form" and present it to the Town Secretary, preferably before the meeting begins. Pursuant to Section 551.007 of the Texas Government Code, individuals wishing to address the Council for items listed as public hearings will be recognized when the public hearing is opened. For individuals wishing to speak on a non-public hearing item, they may either address the Council during the Citizen Comments portion of the meeting or when the item is considered by the Town Council.

Items for Individual Consideration:

5. Conduct a public hearing and consider and act upon a request to rezone a portion of Planned Development-36, and a portion of Planned Development-63, to Planned Development (PD) for Legacy Gardens, on 121.4± acres, in order to modify the residential development standards, including but not limited to reducing permitted lot sizes, located on the south side of Frontier Parkway, west of Dallas Parkway. (Z20-0019). (DS)

Possibly direct Town staff to schedule topic(s) for discussion at a future meeting.

6. Discuss and consider making appointments to the Council subcommittees. (RB)

EXECUTIVE SESSION:

Recess into Closed Session in compliance with Section 551.001 et seq. Texas Government Code, as authorized by the Texas Open Meetings Act, to deliberate regarding:

Section 551.087 – To discuss and consider economic development incentives.

Section 551.072 – To discuss and consider purchase, exchange, lease or value of real property for municipal purposes and all matters incident and related thereto.

Section 551.074 – To discuss and consider personnel matters and all matters incident and related thereto.

Section 551.071 - To consult with the Town Attorney regarding legal issues relative to permitted uses and conditional development standards for zoning districts, as referenced in the Town's Zoning Ordinance, and all matters incident and related thereto.

Section 551.074 - To deliberate the appointment of Mayor Pro-Tem and Deputy Mayor Pro-Tem.

Section 551.074 - To discuss appointments to the Board of Adjustment/Construction Board of Appeals, Parks & Recreation Board, Library Board, Prosper Economic Development Corporation Board, Planning & Zoning Commission, TIRZ No. 1 and TIRZ No. 2 Board of Directors.

Reconvene in Regular Session and take any action necessary as a result of the Closed Session.

Adjourn.

CERTIFICATION

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted at Prosper Town Hall, located at 250 W. First Street, Prosper, Texas 75078, a place convenient and readily accessible to the general public at all times, and said Notice was posted by 5:00 p.m., on Friday, May 20, 2022, and remained so posted at least 72 hours before said meeting was convened.

Michelle Lewis Sirianni, Town Secretary

Date Notice Removed

Pursuant to Section 551.071 of the Texas Government Code, the Town Council reserves the right to consult in closed session with its attorney and to receive legal advice regarding any item listed on this agenda.

NOTICE

Pursuant to Town of Prosper Ordinance No. 13-63, all speakers other than Town of Prosper staff are limited to three (3) minutes per person, per item, which may be extended for an additional two (2) minutes with approval of a majority vote of the Town Council.

NOTICE OF ASSISTANCE AT PUBLIC MEETINGS: The Prosper Town Council meetings are wheelchair accessible. For special services or assistance, please contact the Town Secretary's Office at (972) 569-1011 at least 48 hours prior to the meeting time.



Prosper is a place where everyone matters.

MINUTES

Prosper Town Council Meeting
Council Chambers
Prosper Town Hall
250 W. First Street, Prosper, Texas
Tuesday, May 10, 2022
5:45 PM

Call to Order/ Roll Call.

The meeting was called to order at 5:46 p.m.

Council Members Present:

Mayor Ray Smith
Mayor Pro-Tem Meigs Miller
Deputy Mayor Pro-Tem Craig Andres
Councilmember Marcus E. Ray
Councilmember Amy Bartley
Councilmember Jeff Hodges
Councilmember Charles Cotten

Staff Members Present:

Harlan Jefferson, Town Manager
Terry Welch, Town Attorney
Michelle Lewis Sirianni, Town Secretary
Robyn Battle, Executive Director of Community Services
Bob Scott, Executive Director of Administrative Services
Betty Pamplin, Finance Director
Rebecca Zook, Executive Director of Development & Infrastructure Services
Hulon Webb, Engineering Services Director
Khara Dodds, Development Services Director
David Soto, Planning Manager
Leigh Johnson, IT Director
Todd Rice, Communications Manager
Haley Alsabrook, Community Engagement Specialist
Frank Jaromin, Public Works Director
Stuart Blasingame, Fire Chief
Shaw Eft, Assistant Fire Chief
Bill Bonny, Division Chief
Doug Kowalski, Police Chief
Scott Brewer, Assistant Police Chief

Invocation, Pledge of Allegiance and Pledge to the Texas Flag.

Mayor Smith led the invocation. The Pledge of Allegiance and the Pledge to the Texas Flag were recited.

Announcements of recent and upcoming events.

Councilmember Cotten made the following announcements:

On Thursday, May 12 from 6:00 to 7:00 p.m., the Parks and Recreation Department will be doing a site tour at Whitley Place Park, 4001 Glacier Point Ct. to learn more about Prosper's trees and the importance of planting and maintaining trees. Residents may gather in the parking lot area where the tour will begin.

Carter BloodCare will be at the Prosper Community Library on Friday, May 13 from 7:30 a.m. to 6:00 p.m. and on Saturday, May 14 from 9:00 a.m. to 2:00 p.m. for those wanting to donate. Residents may sign up by visiting the Upcoming Events page from the Town's website homepage.

Friends of the Prosper Community Library will be hosting a book sale on Saturday May 14 from 10:00 a.m. to 3:00 p.m. and Sunday, May 15 from noon to 2:00 p.m. at Prosper Town Hall. Stop by to purchase gently used fiction, nonfiction, children's titles and more.

On Friday, May 20 from 9:00 a.m. to 11:00 a.m., the Parks and Recreation Department will be hosting a Homecoming at Frontier Park pavilion to celebrate and recognize all those who helped build Windmill Playground, which was solely built from community donations and volunteer efforts. A light breakfast will be served, and a group photo taken to memorialize the event.

Residents are encouraged to honor the Police Department for National Police Month by turning their porch light blue for the month of May. Light bulbs may be obtained at the Police Station at 801 Safety Way or the information desk in Town Hall.

Presentations.

1. Recognize Citizens Academy graduates. (RB)

Ms. Battle gave an overview of the first Citizens Academy provided by the Town. The program which took place over the course of nine weeks was an interactive and educational experience that helped citizens learn about how local government works and operates.

Mayor Smith presented certificates to the graduates.

Ms. Morris presented Ms. Battle and staff an award of appreciation for all their hard work and dedication of the Town for overseeing the program.

2. Proclamation recognizing Emergency Medical Services (EMS) Week. (SB)

Mayor Smith read and presented the Proclamation to the Fire Chief and members of the Prosper Fire Rescue team.

3. Proclamation recognizing Public Works Week. (FJ)

Mayor Smith read and presented the Proclamation to the Public Works Director and staff.

4. Proclamation recognizing Police Week. (DK)

Mayor Smith read and presented the Proclamation to the Police Chief and members of the Prosper Police Department.

5. Receive an update from the Police Department. (DK)

Chief Kowalski provided an update on the Police Department that included an overview of the organizational chart, their activity for the month of April, a yearly comparison of the calls for service received, and their awards and achievements over the past year.

CONSENT AGENDA:

Items placed on the Consent Agenda are considered routine in nature and non-controversial. The Consent Agenda can be acted upon in one motion. Items may be removed from the Consent Agenda by the request of Council Members or staff.

6. **Consider and act upon the minutes from the April 26, 2022, Town Council meeting. (MLS)**
7. **Receive the March Financial Report. (BP)**
8. **Receive the Quarterly Investment Report. (BP)**
9. **Consider and act upon Ordinance 2022-21 releasing ± 24.94 acres, more or less, of the Town's extraterritorial jurisdiction (ETJ) generally located at the northwest corner of the intersection of FM 1385 and Bryan Road; and authorize the Town Manager to execute a Transaction Fee Agreement relative to said ETJ release. (TW)**

Councilmember Ray made a motion to approve consent agenda items 6 thru 9. Mayor Pro-Tem Miller seconded that motion, and the motion was unanimously approved.

CITIZEN COMMENTS

No comments were made.

Items for Individual Consideration:

10. **Conduct a public hearing and consider and act upon a request for a Specific Use Permit, on $0.7\pm$ acre, for a Wireless Communication and Support Structure, to allow for additional antennas on an existing tower located in the Bradford Farms subdivision located east of Hays Road, north of First Street. (S22-0003). (KD)**

Ms. Dodds stated the purpose of the request is to permit the modification of equipment on an existing telecommunications cell tower. The location of the existing monopole and compound were identified along with an outline and description of the modifications being requested. Ms. Dodds noted that there will be no change to the height of the existing tower or size of the existing compound. The Planning and Zoning Commission recommended approval of the request. Staff recommends approval.

Councilmember Bartley made a motion to amend Planned Development-94 (PD-94), for the Westside Development, on $64.5\pm$ acres, northeast corner of US 380 and FM 1385, regarding hotel uses and development standards, subject to an amendment to the existing Development Agreement, and further authorizing the Town Manager to execute on behalf of the Town a Development Agreement limiting the retail/restaurant component of the development on Lot 16 to family-friendly businesses. Councilmember Cotten seconded that motion, and the motion was unanimously approved.

Ron Corley, 2309 Brinlee Branch Lane, McKinney, representing Dish Wireless, stated the addition of the one antenna is to provide a 5G Network. He reiterated that they are not going any higher than the existing structure.

Doug Henderson, 3602 Lake Champlain, Arlington, applicant of the request, stated the equipment will be hidden by the existing screened fence. He thanked the Development Services Department staff for their help through the process.

Mayor Smith opened the public hearing.

No comments were made.

Mayor Smith closed the public hearing.

Councilmember Cotten made a motion to approve the request for a Specific Use Permit, on 0.7± acre, for a Wireless Communication and Support Structure, to allow for additional antennas on an existing tower located in the Bradford Farms subdivision located east of Hays Road, north of First Street. Deputy Mayor Pro-Tem seconded that motion, and the motion was unanimously approved.

11. Conduct a public hearing and consider and act upon a request to rezone Planned Development-86 (PD-86) to Planned Development (PD), on 277.6± acres, to amend the single-family residential regulations, located on the north side of US 380, west of Custer Road. (Z22-0005). (DS)

Mr. Soto stated this request is to establish a new Planned Development (PD) in order to correspond to the new ownerships for multiple tracts to facilitate the development of a single-family detached residential subdivision, and to modify the location of uses currently existing. Mr. Soto provided a comparison of the existing PD and proposed PD regarding the lot sizes, landscape buffers and sidewalks along with setbacks for each, and uses permitted within the tracts. The Planning and Zoning Commission recommend approval of the request as presented by the applicant. Town staff is recommending approval of the request subject to the applicant revising the sidewalk provision to follow Town standards, to revise the landscape buffer to follow Town standards, and approval of a Development Agreement including, but not limited to, right-of-way and/or easement dedication, and architectural building materials.

Douglas Mousel, 5850 Granite Parkway, Plano, representing the applicant, provided a history of the property, and their reasoning for requesting the rezoning in order to align with the designated tracts. He described the proposed changes regarding lot sizes, as well as provided examples of what they would like to do for the landscape buffering and screening, as well as sidewalks. He is requesting approval as submitted.

The Town Council asked questions regarding front and side yard setbacks as it pertains to landscaping and lot placement, accessory buildings, including non-family friendly uses within the Development Agreement, the quantity of lots, and those that back up to creek. The Council also asked if there would be any open spaces, parks and/or amenity center within the development.

Mayor Smith opened the public hearing.

Jim Williams, Founder and Chairman of LandPlan Development stated their walkways through the development are gathering spaces for the residents and the aesthetics of the trees and creek will enhance the development as well as offer what residents are wanting in their neighborhood.

Mayor Smith closed the public hearing.

Councilmember Bartley made a motion to approve the request to rezone Planned Development-86 (PD-86) to Planned Development (PD), on 277.6± acres, to amend the single-family residential regulations, located on the north side of US 380, west of Custer Road subject to (1) amend Section 4.1(b) of the proposed development standards by amending the first sentence to read "Fences constructed alongside property lines between lots shall be wrought iron and landscaped and be a minimum

of six-foot (6') in height"; (2) side yard setbacks of Type C lots (55') shall be increased to seven ft. (7') from five feet (5'); and approval of a development agreement, including but not limited to right-of-way and easement dedication, architectural standards and building materials, and prohibition of non-family friendly business establishments relative to the non-residential tracts. Councilmember Cotten seconded that motion. Motion failed by a 2-5 vote.

Mayor Pro-Tem Miller made a motion to approve the request to rezone Planned Development-86 (PD-86) to Planned Development (PD), on 277.6± acres, to amend the single-family residential regulations, located on the north side of US 380, west of Custer Road subject to (1) amend Section 4.1(b) of the proposed development standards by amending the first sentence to read "Fences constructed alongside property lines between lots shall be wrought iron and landscaped and be a minimum of six-foot (6') in height"; and (2) approval of a development agreement, including but not limited to right-of-way and easement dedication, architectural standards and building materials, and prohibition of non-family friendly business establishments relative to the non-residential tracts. Councilmember Cotten seconded that motion, and the motion was unanimously approved.

- 12. Consider and act upon Resolution 2022-22 declaring the necessity to acquire certain property for right-of-way for the construction of the Teel Parkway / US 380 Intersection Improvements project; determining the public use and necessity of such acquisition; authorizing the acquisition of property rights for said Project; appointing an appraiser and negotiator as necessary; authorizing the Town Manager to establish just compensation for the property rights to be acquired; authorizing the Town Manager to take all steps necessary to acquire the needed property rights in compliance with all applicable laws and resolutions; and authorizing the Town Attorney to institute condemnation proceedings to acquire the property if purchase negotiations are not successful. (HW)**

Mr. Webb stated there is only one property owner affected for this project. This item will allow staff to pursue acquisition by eminent domain if standard negotiations are unsuccessful. Therefore, staff is requesting approval of the proposed resolution. Mr. Webb noted due to the nature of this item, it requires a roll call vote.

Mayor Pro-Tem Miller made a motion to approve Resolution 2022-22 declaring the necessity to acquire certain property for right-of-way for the construction of the Teel Parkway / US 380 Intersection Improvements project; determining the public use and necessity of such acquisition; authorizing the acquisition of property rights for said Project; appointing an appraiser and negotiator as necessary; authorizing the Town Manager to establish just compensation for the property rights to be acquired; authorizing the Town Manager to take all steps necessary to acquire the needed property rights in compliance with all applicable laws and resolutions; and authorizing the Town Attorney to institute condemnation proceedings to acquire the property if purchase negotiations are not successful.

Councilmember Hodges voted in favor.

Deputy Mayor Pro-Tem Andres voted in favor.

Mayor Smith voted in favor.

Mayor Pro-Tem Miller voted in favor.

Councilmember Ray voted in favor.

Councilmember Bartley voted in favor.

Councilmember Cotten voted in favor.

The motion passes with a unanimous record vote of 7-0.

Possibly direct Town staff to schedule topic(s) for discussion at a future meeting.

13. Discuss Town Council seating arrangements for the May 24 regular meeting. (HJ)

Councilmember Bartley stated she requested the item in order to discuss the option of all of the Council sitting at the dais at the next meeting in order for the families of the newly and re-elected to have easier photo opportunities.

The Council was in consensus for them all to move to the dais for the next regular Town Council meeting.

EXECUTIVE SESSION:

Recess into Closed Session in compliance with Section 551.001 et seq. Texas Government Code, as authorized by the Texas Open Meetings Act, to deliberate regarding:

Section 551.087 – To discuss and consider economic development incentives and all matters incident and related thereto.

Section 551.072 – To discuss and consider purchase, exchange, lease or value of real property for municipal purposes and all matters incident and related thereto.

Section 551.074 – To discuss and consider personnel matters and all matters incident and related thereto.

Section 551.074 – To discuss appointments to the Board of Adjustment/Construction Board of Appeals, Parks & Recreation Board, Library Board, Prosper Economic Development Corporation Board, and Planning & Zoning Commission.

The Town Council recessed into Executive Session at 7:47 p.m.

Reconvene in Regular Session and take any action necessary as a result of the Closed Session.

The Town Council reconvened into Regular Session at 8:51 p.m.

No action was taken as a result of Executive Session.

Adjourn.

The meeting was adjourned at 8:51 p.m.

These minutes approved on the 24th day of May 2022.

APPROVED:

Ray Smith, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary



Prosper is a place where everyone matters.

MINUTES

Prosper Town Council Meeting
Council Chambers
Prosper Town Hall
250 W. First Street, Prosper, Texas
Wednesday, May 18, 2022
7:30 AM

Call to Order/ Roll Call.

The meeting was called to order at 7:30 a.m.

Council Members Present:

Mayor Ray Smith
Mayor Pro-Tem Meigs Miller
Councilmember Marcus E. Ray
Councilmember Amy Bartley
Councilmember Jeff Hodges

Council Members Absent:

Deputy Mayor Pro-Tem Craig Andres
Councilmember Charles Cotten

Staff Members Present:

Harlan Jefferson, Town Manager
Michelle Lewis Sirianni, Town Secretary

Items for Individual Consideration:

- 1. Consider and act upon Ordinance 2022-23 canvassing the returns and declaring the results of the May 7, 2022, General Election. (MLS)**

Mayor Smith stated that the Council was presented with the official results of the election and congratulated those elected.

David F. Bristol and Chris M. Kern ran unopposed in the General Election; therefore, they are automatically elected to the position of Mayor and Place 4. Marcus E. Ray received the majority of the votes cast of Place 1, therefore, he is duly elected to Town Council Place 1.

Councilmember Hodges made a motion to approve Ordinance 2022-23 canvassing the returns and declaring the results of the May 7, 2022, General Election. Mayor Pro-Tem Miller seconded that motion.

The motion passed with a 5-0 vote.

Adjourn.

The meeting was adjourned at 7:31 a.m.

These minutes approved on the 24th day of May 2022.

APPROVED:

Ray Smith, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

DRAFT



ENGINEERING SERVICES

To: Mayor and Town Council

From: Hulon T. Webb, Jr., Director of Engineering Services

Through: Harlan Jefferson, Town Manager
Rebecca Zook, Executive Director of Development and Infrastructure Services

Re: Town Council Meeting – May 24, 2022

Agenda Item:

Consider and act upon awarding CSP No. 2022-41-B to RoeschCo Construction, LLC, related to construction services for the Frontier Park Drainage Channel Improvements project; and authorizing the Town Manager to execute a construction agreement for same.

Description of Agenda Item:

On March 28, 2022, at 2:00 PM, five (five) Competitive Sealed Proposals were received for the Frontier Park Drainage Channel Improvements project. This project includes the improvements to the existing earthen drainage channel south of Frontier Parkway adjacent to Fronter Park and extending south to the Lakes of Prosper subdivision. With the recent completion of the earthen drainage channel improvements adjacent to Frontier Parkway from the Dallas North Tollway to Frontier Park, this project will complete the downstream drainage system improvements to accommodate the upstream drainage systems from the Frontier Park and the PISD Stadium/Natatorium projects as well as address past drainage concerns adjacent to the Lake of Prosper North subdivision. The project was advertised using the Competitive Sealed Proposal alternative procurement method to allow the Town to award the project to the contractor that offers the best value proposal based on the following criteria:

- Qualifications and Experience (30%)
 - Outline contractor and subcontractor experience with similar projects.
 - Outline qualifications of key personnel assigned to this project.
 - Provide references.
- Project Timeline (20%)
- Cost Proposal (50%)

The verified proposal totals ranged between \$670,230.00 and \$1,143,688.74. The Engineer's estimate was \$791,550.00. The proposal final completion times ranged from 75 calendar days to 395 calendar days. RoeschCo Construction, LLC, was the firm that ranked the highest after consideration of Costs, Time, and Qualifications with a cost of \$695,601.00, and a project timeline of 109 calendar days.

RoeschCo Construction, LLC, has not previously done work for the Town of Prosper; however, their references were extremely enthusiastic and encouraging regarding previous performance on representative projects that included channel grading / stabilization, pedestrian facilities and bridges, storm drainage, and landscaping similar to the Town's project. In addition, the Town's design consultant has worked with them before on another municipal project and provided positive feedback.

Budget Impact:

The cost for the improvements is \$695,601.00. The FY 2021-2022 Capital Improvement Program includes \$985,000 for the 2003-DR Frontier Park Drainage Channel Improvements project. The funding source is Account No. 760-6610-10-00-2003-DR.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has approved the standard construction agreement as to form and legality.

Attached Documents:

1. Location Map
2. Evaluation Matrix
3. Construction Agreement

Town Staff Recommendation:

Town staff recommends that the Town Council Award CSP No. 2022-41-B to RoeschCo Construction, LLC, related to construction services for the Frontier Park Drainage Channel Improvements project; and authorize the Town Manager to execute a construction agreement for same.

Proposed Motion:

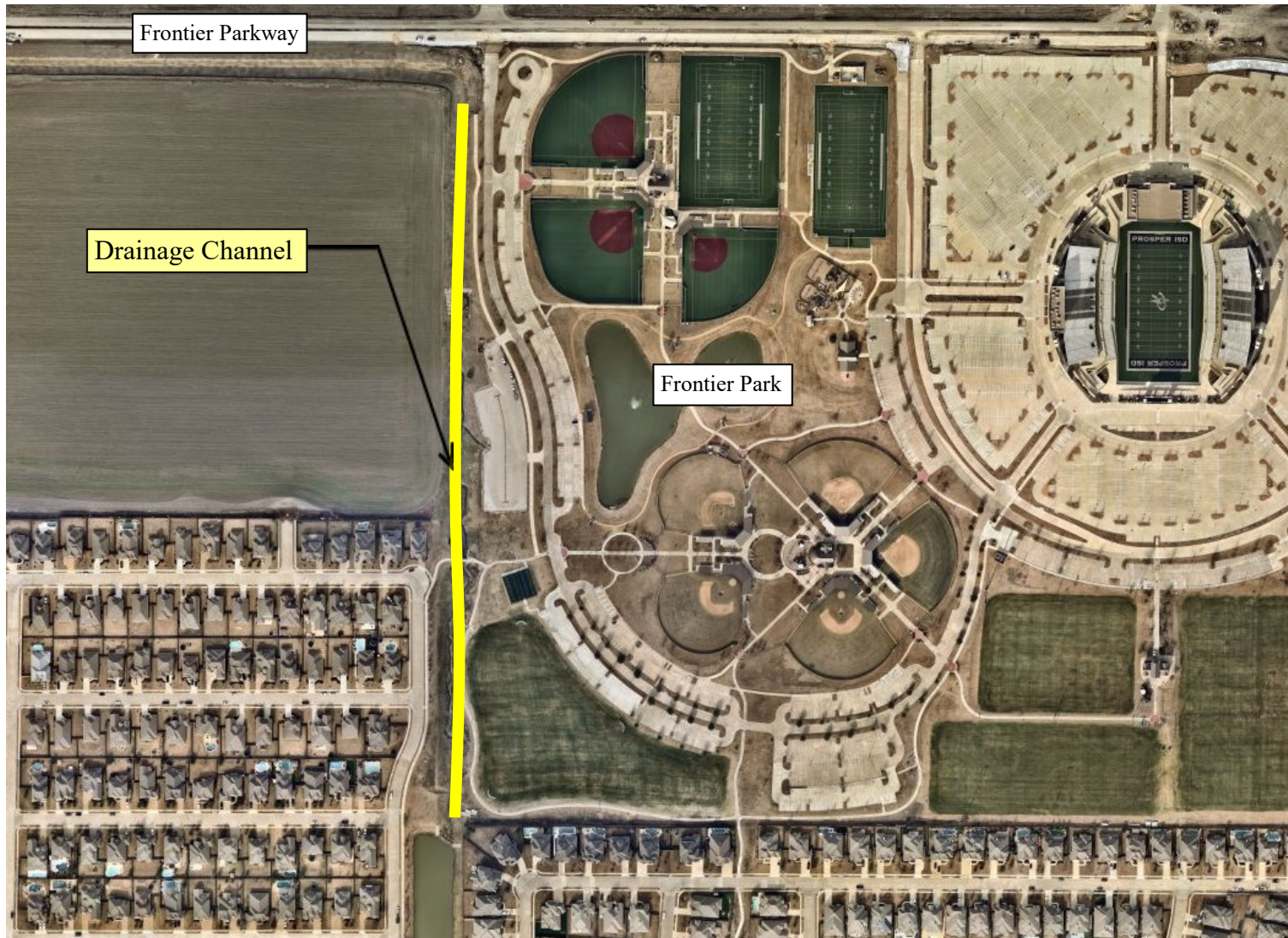
I move to award CSP No. 2022-41-B to RoeschCo Construction, LLC, related to construction services for the Frontier Park Drainage Channel Improvements project; and authorize the Town Manager to execute a construction agreement for same.



LOCATION MAP

2003-DR Frontier Park Drainage Channel Improvements

CSP No. 2022-41-B



CSP NO. 2022-41-B
FRONTIER PARK DRAINAGE CHANNEL IMPROVEMENTS

EVALUATION MATRIX		GROD CONSTRUCTION		HQS CONSTRUCTION		JR WEST TEXAS CONCRETE		MARIO SINACOLA & SONS		ROESCHCO CONSTRUCTION	
EVALUATION CRITERIA	WEIGHTING	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE
Cost Proposal	50%	10.00	5.00	5.86	2.93	7.01	3.50	8.11	4.05	9.64	4.82
Proposed Project Timeline	20%	5.00	1.00	1.90	0.38	3.57	0.71	10.00	2.00	6.88	1.38
Qualifications and Experience	30%	6.06	1.82	6.61	1.98	4.89	1.47	7.56	2.27	8.33	2.50
TOTAL	100%		7.82		5.29		5.68		8.32		8.69

CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR
**FRONTIER PARK DRAINAGE CHANNEL
IMPROVEMENTS (CIP NO. 2003-DR)
CSP NO. 2022-41-B**



TOWN OF PROSPER
COLLIN COUNTY, TEXAS

TOWN OFFICIALS

Ray Smith, Mayor
Meigs Miller, Mayor Pro-Tem
Craig Andres, Deputy Mayor Pro-Tem
Marcus E. Ray, Place 1
Amy Bartley, Place 3
Jeff Hodges, Place 5
Charles Cotten, Place 6

Harlan Jefferson, Town Manager

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LEGAL NOTICE

The Town of Prosper is accepting competitive sealed proposals for **CSP NO. 2022-41-B FRONTIER PARK DRAINAGE CHANNEL IMPROVEMENTS (CIP NO. 2003-DR)**. Proposals will be accepted online through IonWave.net, the Town's e-procurement system, or in hard copy in the Purchasing Office located in the 3rd Floor Finance Suite of Town Hall, 250 W. First St., Prosper, Texas 75078 until **2:00 P.M. on Thursday, April 28, 2022**. Any proposals received after this time will not be accepted, and will be returned unopened. **The proposal opening will be held online on Thursday, April 28, 2022 @ 3:00 P.M.** To participate in the proposal opening, please use the following:

Join Zoom Meeting: <https://us02web.zoom.us/j/88945306733>
 Meeting ID: 889 4530 6733
 Dial-in any of these numbers: +1 929 436 2866, +1 312 626 6799, +1 669 900 6833,
 +1 253 215 8782, +1 301 715 8592 or +1 346 248 7799

The Project consists of furnishing all labor, equipment and materials (except as otherwise specified), and performing all work necessary for the construction of drainage channel improvements including but not limited to excavation, grading, riprap, and revegetation within and adjacent to Frontier Park.

Each proposal submitted shall be accompanied by a cashier's check in the amount of 5% of the maximum amount proposed, payable without recourse to the Town of Prosper, or a Bid Bond in the same amount from a reliable surety company as a guarantee that, if awarded the contract, the successful Contractor will execute a Construction Agreement with the Town, including all required bonds and other documents.

The successful Contractor shall furnish a Performance Bond in the amount of 115% of the contract amount, and a Payment Bond in the amount of 100% of the contract amount, as well as evidence of all required insurance coverage within ten (10) calendar days of notice of award. The successful Contractor shall also furnish a Maintenance Bond in the amount of 100% of the contract amount covering defects of material and workmanship for two calendar years following the Town's approval and acceptance of the construction. An approved surety company, licensed in the State of Texas, shall issue all bonds in accordance with Texas law.

Copies of Plans, Specifications, and Contract Documents may be examined at **Town of Prosper Engineering Department, 250 W. First St., Prosper, Texas, 75078, Phone: (972) 569-1198** without charge. These documents may be acquired from that office for the non-refundable purchase price of \$50 per set, payable to the Town of Prosper. Copies of Plans, Specifications, and Contract Documents may also be downloaded free of charge from Current Bidding Opportunities, at the following link: <http://www.prosper.tx.gov/business/bid-opportunities/>.

Questions and requests for clarifications in regards to this proposal should be submitted in writing through IonWave.net, the Town's e-procurement system, or emailed directly to Jay Carter, NIGP-CPP, CPPB, C.P.M., Assistant Purchasing Manager, at jcarter@prosper.tx.gov. The deadline for receipt of questions and requests for clarifications is **12:00 P.M. on Friday, April 22, 2022**. After that day and time, no further questions or requests for clarifications will be accepted or answered by the Engineer or Town.

INSTRUCTIONS TO PROPOSERS

1. Submittal Deadline: Proposals will be accepted until **2:00 P.M. on Thursday, April 28, 2022.**
2. Submittal Location: Proposals will be accepted online through IonWave.net, the Town's e-procurement system, or in hard copy in the Purchasing Office located in the 3rd Floor Finance Suite of Town Hall, 250 W. First St., Prosper, Texas 75078.
3. Electronic Submittal Requirements: If submitting proposal through IonWave.net, Proposer shall complete all requested information and submit all required documents.
4. Hard Copy Submittal Requirements: If submitting proposal in hard copy, Proposer shall submit one (1) original of their proposal in a sealed envelope clearly marked with their name and **CSP NO. 2022-41-B FRONTIER PARK DRAINAGE CHANNEL IMPROVEMENTS (CIP NO. 2003-DR).** Proposer shall complete all requested information and submit all required documents.
5. Proposal Opening: **The proposal opening will be held online on Thursday, April 28, 2022 @ 3:00 P.M.** To participate in the proposal opening, please use the following:

Join Zoom Meeting:	https://us02web.zoom.us/j/88945306733
Meeting ID:	889 4530 6733
Dial-in any of these numbers	+1 929 436 2866, +1 312 626 6799, +1 669 900 6833, +1 253 215 8782, +1 301 715 8592 or +1 346 248 7799

6. Proposal Documents: Copies of Plans, Specifications, and Contract Documents may be examined without charge at the following location:

Town of Prosper Engineering Department
250 W. First St.
Prosper, TX 75078
Phone: 972-569-1198

or

Download free of charge from Current Bidding Opportunities, at the following link:
<http://www.prosper.tx.gov/business/bid-opportunities/>.

7. Questions and Requests for Clarification: Questions and requests for clarifications in regards to this proposal should be submitted in writing through IonWave.net, the Town's e-procurement system, or emailed directly to Jay Carter, NIGP-CPP, CPPB, C.P.M., Assistant Purchasing Manager, at jcarter@prosper.tx.gov. The deadline for receipt of questions and requests for clarifications is **12:00 P.M. on Friday, April 22, 2022.** After that day and time, no further questions or requests for clarifications will be accepted or answered by the Engineer or Town.
8. Addenda: If it becomes necessary to provide additional information to potential Proposers, the Town of Prosper will issue an addendum containing the necessary information.

9. Pre-Proposal Meeting: A pre-proposal meeting will be held **online** for this project at **10:00 A.M., Thursday, April 21, 2022.** Attendance is optional. To participate in the pre-proposal meeting, please use the following:

Join Zoom Meeting: <https://us02web.zoom.us/j/81278798369>
Meeting ID: 812 7879 8369
Dial-in any of these numbers: +1 929 436 2866, +1 312 626 6799, +1 669 900 6833, +1 253 215 8782,
+1 301 715 8592 or +1 346 248 7799

10. Site Visit: N/A

CONSTRUCTION AGREEMENT

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

This Construction Agreement (the "Agreement") is made by and between **RoeschCo Construction, LLC**, a company authorized to do business in Texas, (the "Contractor") and the **Town of Prosper, Texas**, a municipal corporation (the "Owner"). For and in consideration of the payment, agreements and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

CSP NO. 2022-41-B FRONTIER PARK DRAINAGE CHANNEL IMPROVEMENTS (CIP NO. 2003-DR)

in the Town of Prosper, Texas, and all extra work in connection therewith, under the terms as stated in the terms of this Contract, including all Contract Documents incorporated herein; and at his, her or their own proper cost and expense to furnish all superintendence, labor, insurance, equipment, tools and other accessories and services necessary to complete the said construction in accordance with all the Contract Documents, incorporated herein as if written word for word, and in accordance with the Plans, which include all maps, plats, blueprints, and other drawings and printed or written explanatory manner therefore, and the Specifications as prepared by Town of Prosper or its consultant hereinafter called Engineer, who has been identified by the endorsement of the Contractor's written proposal, the General Conditions of this Contract, the Special Conditions of this Contract, the payment, performance, and maintenance bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Contract.

A. Contract Documents and Order of Precedence

The Contract Documents shall consist of the following documents:

1. this Construction Agreement;
2. properly authorized change orders;
3. the Special Conditions of this Contract;
4. the General Conditions of this Contract;
5. the Technical Specifications & Construction Drawings of this Contract;
6. the OWNER's Standard Construction Details;
7. the OWNER's Standard Construction Specifications;
8. the OWNER's written notice to proceed to the CONTRACTOR;
9. the Contractor's Cost Proposal;
10. any listed and numbered addenda;
11. the Performance, Payment, and Maintenance Bonds; and,
12. any other proposal materials distributed by the Owner that relate to the Project.

These Contract Documents are incorporated by reference into this Construction Agreement as if set out here in their entirety. The Contract Documents are intended to be complementary; what is called for by one document shall be as binding as if called for by all Contract Documents. It is specifically provided, however, that in the event of any inconsistency in the Contract Documents, the inconsistency shall be

resolved by giving precedence to the Contract Documents in the order in which they are listed herein above. If, however, there exists a conflict or inconsistency between the Technical Specifications and the Construction Drawings it shall be the Contractor's obligation to seek clarification as to which requirements or provisions control before undertaking any work on that component of the project. Should the Contractor fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on that component of the project, the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair and/or correct that component of the project.

B. Total of Payments Due Contractor

For performance of the Work in accordance with the Contract Documents, the Owner shall pay the Contractor in current funds an amount not to exceed **Six Hundred Ninety-Five Thousand Six Hundred One dollars and no cents (\$695,601.00)**. This amount is subject to adjustment by change order in accordance with the Contract Documents.

C. Dates to Start and Complete Work

Contractor shall begin work within ten (10) calendar days after receiving a written Notice to Proceed or written Work Order from the Owner. All Work required under the Contract Documents shall be substantially completed within **89** calendar days after the date of the Notice to Proceed for the base proposal. Within 20 additional calendar days after Substantial Completion, all outstanding issues shall be addressed and ready for final payment.

Under this Construction Agreement, all references to "day" are to be considered "calendar days" unless noted otherwise.

D. CONTRACTOR'S INDEMNITY TO THE OWNER AND OTHERS

CONTRACTOR DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE TOWN OF PROSPER (OWNER) TOGETHER WITH ITS MAYOR AND TOWN COUNCIL AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ANY AND ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LIABILITY, LOSSES, PENALTIES, SUITS OR CAUSES OF ACTION OF EVERY KIND INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS AND ATTORNEY FEES WHICH MAY ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY OCCASIONED BY ERROR, OMISSION, OR NEGLIGENT ACT OF CONTRACTOR, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS OR EMPLOYEES OF CONTRACTOR OR ANY SUBCONTRACTORS, INVITEES, AND ANY OTHER THIRD PARTIES OR PERSONS FOR WHOM OR WHICH CONTRACTOR IS LEGALLY RESPONSIBLE, IN ANY WAY ARISING OUT OF, RELATING TO, RESULTING FROM, OR IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT, AND CONTRACTOR WILL AT HIS OR HER OWN COST AND EXPENSE DEFEND AND PROTECT TOWN OF PROSPER (OWNER) FROM ANY AND ALL SUCH CLAIMS AND DEMANDS.

CONTRACTOR DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS TOWN OF PROSPER (OWNER) TOGETHER WITH ITS MAYOR AND TOWN COUNCIL AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES, FROM AND

AGAINST ANY AND ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LIABILITY, LOSSES, PENALTIES, SUITS OR CAUSES OF ACTION OF EVERY KIND INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS AND ATTORNEYS FEES FOR INJURY OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGES TO, OR LOSS OF USE OF ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHETHER THE CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LIABILITY, LOSSES, PENALTIES, SUITS OR CAUSES OF ACTION ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE TOWN OF PROSPER (OWNER), ITS MAYOR AND TOWN COUNCIL, OFFICERS, OFFICIALS, AGENTS OR EMPLOYEES. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT TOWN OF PROSPER (OWNER) FROM THE CONSEQUENCES OF TOWN OF PROSPER'S (OWNER'S) OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS A SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE.

IN ANY AND ALL CLAIMS AGAINST ANY PARTY INDEMNIFIED HEREUNDER BY ANY EMPLOYEE OF THE CONTRACTOR, ANY SUB-CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION HEREIN PROVIDED SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR ANY SUB-CONTRACTOR UNDER WORKMEN'S COMPENSATION OR OTHER EMPLOYEE BENEFIT ACTS.

INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.

In its sole discretion, the Owner shall have the right to approve counsel to be retained by Contractor in fulfilling its obligation to defend and indemnify the Owner. Contractor shall retain approved counsel for the Owner within seven (7) business days after receiving written notice from the Owner that it is invoking its right to indemnification under this Construction Agreement. If Contractor does not retain counsel for the Owner within the required time, then the Owner shall have the right to retain counsel and the Contractor shall pay these attorneys' fees and expenses.

The Owner retains the right to provide and pay for any or all costs of defending indemnified items, but it shall not be required to do so. To the extent that Owner elects to provide and pay for any such costs, Contractor shall indemnify and reimburse Owner for such costs.

(Please note that this "broad-form" indemnification clause is not prohibited by Chapter 151 of the Texas Insurance Code as it falls within one of the exclusions contained in Section 151.105 of the Texas Insurance Code.)

E. Insurance Requirements

Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the contractor's proposal. A certificate of insurance meeting all requirements and provisions outlined herein shall be provided to the Town prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration. Certificates holder shall be listed as follows, with the project/contract number referenced:

Town of Prosper
Attn: Purchasing Manager
P.O. Box 307
Prosper, Texas 75078

re: CSP No. 2022-41-B FRONTIER PARK DRAINAGE CHANNEL
IMPROVEMENTS (CIP NO. 2003-DR)

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- a. ISO Form Number GL 00 01 (or similar form) covering Comprehensive General Liability. "Occurrence" form only, "claims made" forms are unacceptable.
- b. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
- c. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.

2. Minimum Limits of Insurance

Contractor shall maintain throughout contract limits not less than:

- a. Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:
 - 1) Premises / Operations
 - 2) Broad Form Contractual Liability
 - 3) Products and Completed Operations
 - 4) Personal Injury

5) Broad Form Property Damage

6) Explosion Collapse and Underground (XCU) Coverage.

- b. Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 per injury, \$300,000 per occurrence, and \$100,000 per occupational disease.
- c. Automobile Liability: \$1,000,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired and non-owned autos.
- d. Builders' Risk Insurance: Completed value form, insurance carried must be equal to the completed value of the structure. Town shall be listed as Loss Payee.
- e. \$1,000,000 Umbrella Liability Limit that follows form over underlying Automobile Liability, General Liability, and Employers Liability coverages.

3. Deductible and Self-Insured Retentions

Any deductible or self-insured retentions in excess of \$10,000 must be declared to and approved by the Town.

4. Other Insurance Provisions

The policies are to contain, or be endorsed to contain the following provisions:

a. General Liability and Automobile Liability Coverage

- 1) The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the contractor, products and completed operations of the contractor, premises owned, occupied or used by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.
- 2) The contractor's insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and volunteers. Any insurance or self- insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the contractor's insurance and shall not contribute with it.

- 3) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards and commissions or volunteers.
- 4) The contractor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limits of liability.

b. Workers' Compensation and Employer's Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Town, its officers, officials, employees and volunteers for losses arising from work performed by the contractor for the Town.

c. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after 30 days written notice to the Town for all occurrences, except 10 days written notice to the Town for non-payment.

5. Acceptability of Insurers

The Town prefers that Insurance be placed with insurers with an A.M. Best's rating of no less than A- VI, or better.

6. Verification of Coverage

Contractor shall provide the Town with certificates of insurance indicating coverage's required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance similar to the ACORD Form are acceptable. Town will not accept Memorandums of Insurance or Binders as proof of insurance. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.

F. Performance, Payment and Maintenance Bonds

The Contractor shall procure and pay for a Performance Bond applicable to the work in the amount of one hundred fifteen percent (115%) of the total proposed price, and a Payment Bond applicable to the work in the amount of one hundred percent (100%) of the total proposed price. The Contractor shall also procure and pay for a Maintenance Bond applicable to the work in the amount of one hundred percent (100%) of the total proposed price. The period of the Maintenance Bond shall be two years from the date of acceptance of all work done under the contract, to cover the guarantee as set forth in this Construction Agreement. The performance, payment and maintenance bonds shall be issued in the form attached to this Construction Agreement as Exhibits A, B and C. Other performance, payment and

maintenance bond forms shall not be accepted. Among other things, these bonds shall apply to any work performed during the two-year warranty period after acceptance as described in this Construction Agreement.

The performance, payment and maintenance bonds shall be issued by a corporate surety, acceptable to and approved by the Town, authorized to do business in the State of Texas, pursuant to Chapter 2253 of the Texas Government Code. Further, the Contractor shall supply capital and surplus information concerning the surety and reinsurance information concerning the performance, payment and maintenance bonds upon Town request. In addition to the foregoing requirements, if the amount of the bond exceeds One Hundred Thousand Dollars (\$100,000) the bond must be issued by a surety that is qualified as a surety on obligations permitted or required under federal law as indicated by publication of the surety's name in the current U.S. Treasury Department Circular 570. In the alternative, an otherwise acceptable surety company (not qualified on federal obligations) that is authorized and admitted to write surety bonds in Texas must obtain reinsurance on any amounts in excess of One Hundred Thousand Dollars (\$100,000) from a reinsurer that is authorized and admitted as a reinsurer in Texas who also qualifies as a surety or reinsurer on federal obligations as indicated by publication of the surety's or reinsurer's name in the current U.S. Treasury Department Circular 570.

G. Progress Payments and Retainage

As it completes portions of the Work, the Contractor may request progress payments from the Owner. Progress payments shall be made by the Owner based on the Owner's estimate of the value of the Work properly completed by the Contractor since the time the last progress payment was made. The "estimate of the value of the work properly completed" shall include the net invoice value of acceptable, non-perishable materials actually delivered to and currently at the job site only if the Contractor provides to the Owner satisfactory evidence that material suppliers have been paid for these materials.

No progress payment shall be due to the Contractor until the Contractor furnishes to the Owner:

1. copies of documents reasonably necessary to aid the Owner in preparing an estimate of the value of Work properly completed;
2. full or partial releases of liens, including releases from subcontractors providing materials or delivery services relating to the Work, in a form acceptable to the Owner releasing all liens or claims relating to goods and services provided up to the date of the most recent previous progress payment;
3. an updated and current schedule clearly detailing the project's critical path elements; and
4. any other documents required under the Contract Documents.

Progress payments shall not be made more frequently than once every thirty (30) calendar days unless the Owner determines that more frequent payments are appropriate. Further, progress payments are to be based on estimates and these estimates are subject to correction through the adjustment of subsequent progress payments and the final payment to Contractor. If the Owner determines after final payment that it has overpaid the Contractor, then Contractor agrees to pay to the Owner the overpayment amount specified by the Owner within thirty (30) calendar days after it receives written demand from the Owner.

The fact that the Owner makes a progress payment shall not be deemed to be an admission by the Owner concerning the quantity, quality or sufficiency of the Contractor's work. Progress payments shall not be deemed to be acceptance of the Work nor shall a progress payment release the Contractor from any of its responsibilities under the Contract Documents.

After determining the amount of a progress payment to be made to the Contractor, the Owner shall withhold a percentage of the progress payment as retainage. The amount of retainage withheld from each progress payment shall be set at five percent (5%). Retainage shall be withheld and may be paid to:

1. ensure proper completion of the Work. The Owner may use retained funds to pay replacement or substitute contractors to complete unfinished or defective work;
2. ensure timely completion of the Work. The Owner may use retained funds to pay liquidated damages; and
3. provide an additional source of funds to pay claims for which the Owner is entitled to indemnification from Contractor under the Contract Documents.

Retained funds shall be held by the Owner in accounts that shall not bear interest. Retainage not otherwise withheld in accordance with the Contract Documents shall be returned to the Contractor as part of the final payment.

H. Withholding Payments to Contractor

The Owner may withhold payment of some or all of any progress or final payment that would otherwise be due if the Owner determines, in its discretion, that the Work has not been performed in accordance with the Contract Documents. The Owner may use these funds to pay replacement or substitute contractors to complete unfinished or defective Work.

The Owner may withhold payment of some or all of any progress or final payment that would otherwise be due if the Owner determines, in its discretion, that it is necessary and proper to provide an additional source of funds to pay claims for which the Owner is entitled to indemnification from Contractor under the Contract Documents.

Amounts withheld under this section shall be in addition to any retainage.

I. Acceptance of the Work

When the Work is completed, the Contractor shall request that the Owner perform a final inspection. The Owner shall inspect the Work. If the Owner determines that the Work has been completed in accordance with the Contract Documents, it shall issue a written notice of acceptance of the Work. If the Owner determines that the Work has not been completed in accordance with the Contract Documents, then it shall provide the Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

It is specifically provided that Work shall be deemed accepted on the date specified in the Owner's written notice of acceptance of the Work. The Work shall not be deemed to be accepted based on

"substantial completion" of the Work, use or occupancy of the Work, or for any reason other than the Owner's written Notice of Acceptance. Further, the issuance of a certificate of occupancy for all or any part of the Work shall not constitute a Notice of Acceptance for that Work.

In its discretion, the Owner may issue a Notice of Acceptance covering only a portion of the Work. In this event, the notice shall state specifically what portion of the Work is accepted.

J. Acceptance of Erosion Control Measures

When the erosion control measures have been completed, the Contractor shall request that the Owner perform a final inspection. The Owner shall inspect the Work. If the Owner determines that the Work has been completed in accordance with the Contract Documents and per TPDES General Construction Permit, it shall issue a written Notice of Acceptance of the Work. If the Owner determines that the Work has not been completed in accordance with the Contract Documents or TPDES General Construction Permit, then it shall provide the Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

K. Final Payment

After all Work required under the Contract Documents has been completed, inspected, and accepted, the Town shall calculate the final payment amount promptly after necessary measurements and computations are made. The final payment amount shall be calculated to:

1. include the estimate of the value of Work properly completed since the date of the most recent previous progress payment;
2. correct prior progress payments; and
3. include retainage or other amounts previously withheld that are to be returned to Contractor, if any.

Final payment to the Contractor shall not be due until the Contractor provides original full releases of liens from the Contractor and its subcontractors, or other evidence satisfactory to the Owner to show that all sums due for labor, services, and materials furnished for or used in connection with the Work have been paid or shall be paid with the final payment. To ensure this result, Contractor consents to the issuance of the final payment in the form of joint checks made payable to Contractor and others. The Owner may, but is not obligated to issue final payment using joint checks.

Final payment to the Contractor shall not be due until the Contractor has supplied to the Owner original copies of all documents that the Owner determines are reasonably necessary to ensure both that the final payment amount is properly calculated and that the Owner has satisfied its obligation to administer the Construction Agreement in accordance with applicable law. The following documents shall, at a minimum, be required to be submitted prior to final payment being due: redline as-built construction plans; consent of surety to final payment; public infrastructure inventory; affidavit of value for public infrastructure; and, final change order(s). "Redline as-built construction plans" shall include, but are not limited to markups for change orders, field revisions, and quantity overruns as applicable. The list of documents contained in this provision is not an exhaustive and exclusive list for every project performed pursuant to these Contract Documents

and Contractor shall provide such other and further documents as may be requested and required by the Owner to close out a particular project.

Subject to the requirements of the Contract Documents, the Owner shall pay the Final Payment within thirty (30) calendar days after the date specified in the Notice of Acceptance. This provision shall apply only after all Work called for by the Contract Documents has been accepted.

L. Contractor's Warranty

For a two-year period after the date specified in a written notice of acceptance of Work, Contractor shall provide and pay for all labor and materials that the Owner determines are necessary to correct all defects in the Work arising because of defective materials or workmanship supplied or provided by Contractor or any subcontractor. This shall also include areas of vegetation that did meet TPDES General Construction Permit during final close out but have since become noncompliant.

Forty-five (45) to sixty (60) calendar days before the end of the two-year warranty period, the Owner may make a warranty inspection of the Work. The Owner shall notify the Contractor of the date and time of this inspection so that a Contractor representative may be present. After the warranty inspection, and before the end of the two-year warranty period, the Owner shall mail to the Contractor a written notice that specifies the defects in the Work that are to be corrected.

The Contractor shall begin the remedial work within ten (10) calendar days after receiving the written notice from the Town. If the Contractor does not begin the remedial work timely or prosecute it diligently, then the Owner may pay for necessary labor and materials to effect repairs and these expenses shall be paid by the Contractor, the performance bond surety, or both.

If the Owner determines that a hazard exists because of defective materials and workmanship, then the Owner may take steps to alleviate the hazard, including making repairs. These steps may be taken without prior notice either to the Contractor or its surety. Expenses incurred by the Owner to alleviate the hazard shall be paid by the Contractor, the performance bond surety, or both.

Any Work performed by or for the Contractor to fulfill its warranty obligations shall be performed in accordance with the Contract Documents. By way of example only, this is to ensure that Work performed during the warranty period is performed with required insurance and the performance and payment bonds still in effect.

Work performed during the two-year warranty period shall itself be subject to a one-year warranty. This warranty shall be the same as described in this section.

The Owner may make as many warranty inspections as it deems appropriate.

M. Compliance with Laws

The Contractor shall be responsible for ensuring that it and any subcontractors performing any portion of the Work required under the Contract Documents comply with all applicable federal, state, county, and municipal laws, regulations, and rules that relate in any way to the performance and completion of the

Work. This provision applies whether or not a legal requirement is described or referred to in the Contract Documents.

Ancillary/Integral Professional Services: In selecting an architect, engineer, land surveyor, or other professional to provide professional services, if any, that are required by the Contract Documents, Contractor shall not do so on the basis of competitive bids but shall make such selection on the basis of demonstrated competence and qualifications to perform the services in the manner provided by Section 2254.004 of the Texas Government Code and shall so certify to the Town the Contractor's agreement to comply with this provision with Contractor's bid.

N. "Anti-Israel Boycott" Provision

In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Chapter 2270 does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this Agreement on behalf of the company verifies by its signature to this Contract that the company does not boycott Israel and will not boycott Israel during the term of this Contract.

O. Other Items

The Contractor shall sign the Construction Agreement, and deliver signed performance, payment and maintenance bonds and proper insurance policy endorsements (and/or other evidence of coverage) within ten (10) calendar days after the Owner makes available to the Contractor copies of the Contract Documents for signature. Six (6) copies of the Contract Documents shall be signed by an authorized representative of the Contractor and returned to the Town.

The Construction Agreement "effective date" shall be the date on which the Town Council acts to approve the award of the Contract for the Work to Contractor. It is expressly provided, however, that the Town Council delegates the authority to the Town Manager or his designee to rescind the Contract award to Contractor at any time before the Owner delivers to the Contractor a copy of this Construction Agreement that bears the signature of the Town Manager and Town Secretary or their authorized designees. The purpose of this provision is to ensure:

1. that Contractor timely delivers to the Owner all bonds and insurance documents; and
2. that the Owner retains the discretion not to proceed if the Town Manager or his designee determines that information indicates that the Contractor was not the lowest responsible bidder or that the Contractor cannot perform all of its obligations under the Contract Documents.

THE CONTRACTOR AGREES THAT IT SHALL HAVE NO CLAIM OR CAUSE OF ACTION OF ANY KIND AGAINST OWNER, INCLUDING A CLAIM FOR BREACH OF CONTRACT, NOR SHALL THE OWNER BE REQUIRED TO PERFORM UNDER THE CONTRACT DOCUMENTS, UNTIL THE DATE THE

OWNER DELIVERS TO THE CONTRACTOR A COPY OF THE CONSTRUCTION AGREEMENT BEARING THE SIGNATURES JUST SPECIFIED.

The Contract Documents shall be construed and interpreted by applying Texas law. Exclusive venue for any litigation concerning the Contract Documents shall be Collin County, Texas.

In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.

Although the Construction Agreement has been drafted by the Owner, should any portion of the Construction Agreement be disputed, the Owner and Contractor agree that it shall not be construed more favorably for either party.

The Contract Documents are binding upon the Owner and Contractor and shall insure to their benefit and as well as that of their respective successors and assigns.

If Town Council approval is not required for the Construction Agreement under applicable law, then the Construction Agreement "effective date" shall be the date on which the Town Manager and Town Secretary or their designees have signed the Construction Agreement. If the Town Manager and Town Secretary sign on different dates, then the later date shall be the effective date.

[Signatures continued on following page.]

ROESCHCO CONSTRUCTION, LLC

TOWN OF PROSPER, TEXAS

By: _____

By: **HARLAN JEFFERSON**

Title: _____

Title: Town Manager

Date: _____

Date: _____

Address: 9801 Camfield Ave.
Suite 200
Frisco, TX 75033

Address: 250 W. First St.
P.O. Box 307
Prosper, Texas 75078

Phone: (469) 888-4135

Phone: (972) 346-2640

Email: _____

Email: hjefferson@prospertx.gov

ATTEST:

MICHELLE LEWIS SIRIANNI
Town Secretary

PERFORMANCE BOND

STATE OF TEXAS)
)
COUNTY OF COLLIN)

KNOW ALL MEN BY THESE PRESENTS: That _____ whose address is _____, hereinafter called Principal, and _____, a corporation organized and existing under the laws of the State of _____, and fully licensed to transact business in the State of Texas, as Surety, are held and firmly bound unto the **TOWN OF PROSPER**, a home-rule municipal corporation organized and existing under the laws of the State of Texas, hereinafter called "Beneficiary", in the penal sum of _____ Dollars (\$_____) plus fifteen percent (15%) of the stated penal sum as an additional sum of money representing additional court expenses, attorneys' fees, and liquidated damages arising out of or connected with the below identified Contract in lawful money of the United States, to be paid in Collin County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. The penal sum of this Bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement, which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement, which reduces the Contract price, decrease the penal sum of this Bond.

THE OBLIGATION TO PAY SAME is conditioned as follows: Whereas, the Principal entered into a certain Contract with the Town of Prosper, the Beneficiary, dated on or about the **24th day of May, A.D. 2022**, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

CSP NO. 2022-41-B FRONTIER PARK DRAINAGE CHANNEL IMPROVEMENTS (CIP NO. 2003-DR)

in the Town of Prosper, Texas, as more particularly described and designated in the above-referenced contract such contract being incorporated herein and made a part hereof as fully and to the same extent as if written herein word for word.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform and fulfill all of the undertakings, covenants, terms, conditions and agreements of said Contract in accordance with the Plans, Specifications and Contract Documents during the original term thereof and any extension thereof which may be granted by the Beneficiary, with or without notice to the Surety, and during the life of any guaranty or warranty required under this Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; and, if the Principal shall repair and/or replace all defects due to faulty materials and workmanship that appear within a period of one (1) year from the date of final completion and final acceptance of the Work by Owner; and, if the Principal shall fully indemnify and save harmless the Beneficiary from and against all costs and damages which Beneficiary may suffer by reason of failure to so perform herein and shall fully reimburse and repay Beneficiary all outlay and expense which the Beneficiary may incur in making good any default or deficiency, then this obligation shall be void; otherwise, it shall remain in full force and effect.

PROVIDED FURTHER, that if any legal action were filed on this Bond, exclusive Venue shall lie in Collin County, Texas.

AND PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Plans, Specifications and Drawings, etc., accompanying the same shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work or to the Specifications.

This Bond is given pursuant to the provisions of Chapter 2253 of the Texas Government Code, and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Collin County or Dallas County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the Insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.

IN WITNESS WHEREOF, this instrument is executed in two copies, each one of which shall be deemed an original, this, the _____ day of _____, 2022.

ATTEST:

PRINCIPAL:

By: _____
Signature

Typed/Printed Name

Title

Address

City State Zip

Phone Fax

Company Name

By: _____
Signature

Typed/Printed Name

Title

Address

City State Zip

Phone Fax

[Signatures continued on following page.]

ATTEST:

SURETY:

By: _____
Signature_____
Printed Name_____
Title_____
Address_____
City State Zip_____
Phone FaxBy: _____
Signature_____
Printed Name_____
Title_____
Address_____
City State Zip_____
Phone Fax

The Resident Agent of the Surety in Collin County or Dallas County, Texas, for delivery of notice and service of the process is:

NAME: _____

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

NOTE: Date on **Page 1** of Performance Bond must be **same date as Contract**. Date on **Page 2** of Performance Bond must be **after date of Contract**. If Resident Agent is not a corporation, give a person's name.

PAYMENT BOND

STATE OF TEXAS)
)
COUNTY OF COLLIN)

KNOW ALL MEN BY THESE PRESENTS: That _____ whose address is _____, hereinafter called Principal, and _____, a corporation organized and existing under the laws of the State of _____, and fully licensed to transact business in the State of Texas, as Surety, are held and firmly bound unto the **TOWN OF PROSPER**, a home-rule municipal corporation organized and existing under the laws of the State of Texas, hereinafter called "Owner", and unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to in the penal sum of _____ DOLLARS (\$_____) (one hundred percent (100%) of the total bid price) in lawful money of the United States, to be paid in Collin County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. The penal sum of this Bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement, which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement, which reduces the Contract price, decrease the penal sum of this Bond.

THE OBLIGATION TO PAY SAME is conditioned as follows: Whereas, the Principal entered into a certain Contract with the Town of Prosper, the Owner, dated on or about the **24th day of May, A.D. 2022**, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

CSP NO. 2022-41-B FRONTIER PARK DRAINAGE CHANNEL IMPROVEMENTS (CIP NO. 2003-DR)

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties and make prompt payment to all persons, firms, subcontractors, corporations and claimants supplying labor and/or material in the prosecution of the Work provided for in the above-referenced Contract and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modification to the Surety is hereby expressly waived, then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that if any legal action were filed on this Bond, exclusive venue shall lie in Collin County, Texas.

AND PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the Work performed thereunder, or the Plans, Specifications, Drawings, etc., accompanying the same, shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder.

This Bond is given pursuant to the provisions of Chapter 2253 of the Texas Government Code, and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Collin County or Dallas County to whom any requisite notices may be delivered and on whom service of process may

be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the Insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.

IN WITNESS WHEREOF, this instrument is executed in two copies, each one of which shall be deemed an original, this, the _____ day of _____, 2022.

ATTEST:

PRINCIPAL:

By: _____
Signature

Typed/Printed Name

Title

Address

City State Zip

Phone Fax

Company Name

By: _____
Signature

Typed/Printed Name

Title

Address

City State Zip

Phone Fax

[Signatures continued on following page.]

ATTEST:

SURETY:

By: _____
Signature_____
Printed Name_____
Title_____
Address_____
City State Zip_____
Phone FaxBy: _____
Signature_____
Printed Name_____
Title_____
Address_____
City State Zip_____
Phone Fax

The Resident Agent of the Surety in Collin County or Dallas County, Texas, for delivery of notice and service of the process is:

NAME: _____

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

NOTE: Date on **Page 1** of Performance Bond must be **same date as Contract**. Date on **Page 2** of Performance Bond must be **after date of Contract**. If Resident Agent is not a corporation, give a person's name.

MAINTENANCE BOND

STATE OF TEXAS)
)
 COUNTY OF COLLIN)

KNOW ALL MEN BY THESE PRESENTS: That _____ whose address is _____, hereinafter referred to as "Principal," and _____, a corporate surety/sureties organized under the laws of the State of _____ and fully licensed to transact business in the State of Texas, as Surety, hereinafter referred to as "Surety" (whether one or more), are held and firmly bound unto the **TOWN OF PROSPER**, a Texas municipal corporation, hereinafter referred to as "Owner," in the penal sum of _____ DOLLARS (\$_____) (one hundred percent (100%) of the total bid price), in lawful money of the United States to be paid to Owner, its successors and assigns, for the payment of which sum well and truly to be made, we bind ourselves, our successors, heirs, executors, administrators and successors and assigns, jointly and severally; and firmly by these presents, the condition of this obligation is such that:

WHEREAS, Principal entered into a certain written Contract with the Town of Prosper, dated on or about the **24th day of May, 2022**, to furnish all permits, licenses, bonds, insurance, products, materials, equipment, labor, supervision, and other accessories necessary for the construction of:

CSP NO. 2022-41-B FRONTIER PARK DRAINAGE CHANNEL IMPROVEMENTS (CIP NO. 2003-DR)

in the Town of Prosper, Texas, as more particularly described and designated in the above-referenced contract, such contract being incorporated herein and made a part hereof as fully and to the same extent as if written herein word for word:

WHEREAS, in said Contract, the Principal binds itself to use first class materials and workmanship and of such kind and quality that for a period of two (2) years from the completion and final acceptance of the improvements by Owner the said improvements shall require no repairs, the necessity for which shall be occasioned by defects in workmanship or materials and during the period of two (2) years following the date of final acceptance of the Work by Owner, Principal binds itself to repair or reconstruct said improvements in whole or in part at any time within said period of time from the date of such notice as the Town Manager or his designee shall determine to be necessary for the preservation of the public health, safety or welfare. If Principal does not repair or reconstruct the improvements within the time period designated, Owner shall be entitled to have said repairs made and charge Principal and/or Surety the cost of same under the terms of this Maintenance Bond.

NOW, THEREFORE, if Principal will maintain and keep in good repair the Work herein contracted to be done and performed for a period of two (2) years from the date of final acceptance and do and perform all necessary work and repair any defective condition (it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective materials, work or labor performed by Principal) then this obligation shall be void; otherwise it shall remain in full force and effect and Owner shall have and recover from Principal and its Surety damages in the premises as provided in the Plans and Specifications and Contract.

PROVIDED, however, that Principal hereby holds harmless and indemnifies Owner from and against any claim or liability for personal injury or property damage caused by and occurring during the performance of said maintenance and repair operation.

PROVIDED, further, that if any legal action be filed on this Bond, exclusive venue shall lie in Collin County, Texas.

AND PROVIDED FURTHER, Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work performed thereunder, or the Plans, Specifications, Drawings, etc. accompanying 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 terms of the Contract or to the Work to be performed thereunder.

The undersigned and designated agent is hereby designated by Surety as the resident agent in either Collin or Dallas Counties to whom all requisite notice may be delivered and on whom service of process may be had in matters arising out of this suretyship.

IN WITNESS WHEREOF, this instrument is executed in two copies, each one of which shall be deemed an original, on this the ____ day of _____, 2022.

ATTEST:

PRINCIPAL:

By: _____
Signature

Typed/Printed Name

Title

Address

City State Zip

Phone Fax

Company Name

By: _____
Signature

Typed/Printed Name

Title

Address

City State Zip

Phone Fax

[Signatures continued on following page.]

ATTEST:

By: _____
Signature

Printed Name

Title

Address

City State Zip

Phone Fax

SURETY:

By: _____
Signature

Printed Name

Title

Address

City State Zip

Phone Fax

SPECIAL CONDITIONS

SC.01 PURPOSE: The Special Conditions contained herein set forth conditions or requirements particular to this Contract: **CSP NO. 2022-41-B FRONTIER PARK DRAINAGE CHANNEL IMPROVEMENTS (CIP NO. 2003-DR)**

The Special Conditions supplement the General Conditions and the Standard Specifications and take precedence over any conditions or requirements of the General Conditions and the Standard Specifications with which they are in conflict.

SC.02 DEFINITIONS: The following words and expressions, or pronouns used in their place, shall wherever they appear in this Contract, be construed as follows, unless a different meaning is clear from the context:

- **ENGINEER:** The Engineer of Record as shown on the Construction Drawings: R. Jake Bennett, P.E., GARVER, or his designee

SC.03 MINIMUM STANDARDS OF RESPONSIBILITY: A prospective vendor must affirmatively demonstrate responsibility. The Town of Prosper may request representation and other information sufficient to determine respondent's ability to meet the minimum standards, including but not limited to:

- A. Have adequate financial resources, or the ability to obtain such resources as required;
- B. Have a satisfactory record of performance on a minimum of three (3) completed projects of similar scope, quantities, and cost, within the past five (5) years;
- C. Ability to comply with the required or proposed delivery schedule;
- D. Have a satisfactory record of integrity and ethics; and
- E. Be otherwise qualified and eligible to receive an award.

SC.04 INTRODUCTION: The Town of Prosper ("Town") is accepting competitive sealed proposals (CSP) for furnishing all labor, equipment and materials (except as otherwise specified), and performing all work necessary for the construction of FRONTIER PARK DRAINAGE CHANNEL IMPROVEMENTS (CIP NO. 2003-DR).

The contract will be awarded based on the evaluation criteria stated herein. This document provides interested firms with the information necessary to prepare and submit a proposal for consideration. Proposals are to be submitted in accordance with this document, and the accompanying instructions.

There is no expressed or implied obligation for the Town to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. All costs directly or indirectly related to preparation of a response to this request for competitive sealed proposals (CSP), any oral presentation required to supplement and/or clarify a proposal, and/or reasonable demonstrations which may be, at its discretion, required by the Town shall be the sole responsibility of, and shall be borne completely by the proposer.

Proposals for the projects as specified will be received online, or in hard copy. The date/time stamp located in the Purchasing Office serves as the official time clock. Late Submissions will not be considered. Submissions received after the stated deadline shall be refused and returned unopened. The Town of Prosper is not responsible for issues encountered with methods of delivery. The Town reserves the right to reject any or all proposals submitted.

Proposals submitted will be reviewed by Town staff. It is the responsibility of the proposer to ensure the receipt of any and all addenda related to the proposal. It shall be the sole responsibility of the respondent to

insure that their proposal is received by the Purchasing Office within the time limit indicated. Late proposals will not be considered.

During the evaluation process, the Town reserves the right, where it may serve the Town's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the Town, firms submitting proposals may be requested to make oral presentations as part of the evaluation process, including an oral presentation to the Town Council.

The Town reserves the right to retain all proposals submitted, and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this CSP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Town and the firm selected. All proposals submitted will remain valid for a period of 90 days subsequent to the CSP due date.

SC.05 SPECIFICATIONS: Proposal must meet or exceed the specifications and requirements herein, in order to be considered.

SC.06 SUBMITTALS: In order for your proposal to be considered responsive, the following information must be submitted:

A. Qualifications and Experience

- 1) Outline contractor and subcontractor experience with similar projects, and label as **Attachment A1**.
- 2) Submit resumes for key personnel that will be assigned to the project (executive and management team, as well as on-site project manager) and label as **Attachment A2**.
- 3) Complete and submit the Completed Projects and References Worksheet and label as **Attachment A3**.
- 4) Submit a copy of an actual project schedule used during construction and label as **Attachment A4**.

B. Pricing

You should respond to all Bid Lines listed for this project as follows:

- 1) For online submissions, please submit pricing for all Bid Lines.
- 2) For hard copy submissions, you must print and complete the Bid Lines and submit it with your proposal.
- 3) The Town is exempt from paying Texas State or local sales and use taxes. Please ensure the prices proposed do not include taxes.

C. Bid Proposal Conditions (Bid Attributes)

- 1) For online submissions, you must select "I Agree", or provide the requested information for each Bid Attribute.
- 2) For hard copy submissions, you must complete and print the Bid Attributes section and submit it with your proposal.

D. Supplier Information

- 1) For hard copy submissions, you must complete and print the Supplier Information section and submit it with your proposal.

SC.07 EVALUATION CRITERIA: A review committee will evaluate submissions received in accordance with the general criteria defined herein. Failure of respondents to provide in their submission any information requested in this CSP may result in disqualification of the submission. The objective of the review committee will be to select the Proposal that provides the best value to the Town. The decision made by the Town of Prosper will be final. The agreement will be awarded based on the following evaluation criteria:

- A. Qualifications and Experience (30%)
- B. Proposed Project Timeline (20%)
- C. Cost Proposal (50%)

SC.08 INTERVIEWS AND PRESENTATIONS: In fairness to all firms, requests for interviews prior to the closing time and date will not be permitted. Interviews with selected firms may or may not be requested by the Town after the closing date. Selection may be made strictly from the information provided in the Proposal. However, the Town reserves the right to conduct interviews with and request presentations from any respondents.

SC.09 SELECTION AND AWARD: If the Town is unable to reach an agreement with the first-ranked Contractor, the Town shall terminate further discussions with the first-ranked Contractor, and commence negotiations with the next-ranked Contractor, in the order of the selection ranking until an agreement is reached, or all Proposals are rejected. Time is of the essence, and the award of the contract to the successful Contractor is expressly conditioned upon (1) the Contractor's execution and delivery of the Contract, and delivery of all required bonds and evidence of insurance, within ten (10) calendar days after the Contractor is notified of the acceptance of its Proposal, and (ii) the Contractor's timely fulfillment of any and all other preconditions expressly set forth in the Contract Documents. Should the Contractor fail to timely execute and deliver the contract, required bonds, evidence of insurance, or fail to timely fulfill any other such preconditions, the Town may, at its option and discretion, without releasing, impairing or affecting its right to receive the Proposal security as damages for such failure, rescind the award, commence negotiations with the next ranked Contractor, or may reject all Proposals.

There will be no contractual obligation on the part of the Town to any Contractor, nor will any firm have any property interest or other right in the contract or work being proposed, unless and until the Agreement is unconditionally executed and delivered by all parties, all submittals required by the Proposal Documents and Agreement and all conditions to be fulfilled by the selected firm have either been so fulfilled by the firm, or waived in writing by the firm or Town, as applicable.

SC.10 SUBMISSION OR DELIVERY OF PROPOSAL: Proposals for the construction services specified will be received online, or in hard copy. The date/time stamp located in the Purchasing Office serves as the official time clock. Late Submissions will not be considered. Submissions received after the stated deadline shall be refused and returned unopened. The Town of Prosper is not responsible for issues encountered with methods of delivery.

- A. Online Submission

Proposals may be submitted online through IonWave.net, the Town's e-procurement system. Please ensure that you provide all required information, including attachments. Any additional response attachments must be uploaded and included with your submission in order to be considered.

- B. Mailed/Delivered Submission

Proposals must be submitted with the CSP number and the respondent's name and address clearly indicated on the front of the envelope. Please submit one (1) unbound original and one (1) copy of your proposal, in a sealed envelope or package to the address listed below:

Delivery Address:

Town of Prosper
Attn: Purchasing Manager
250 W. First St.
3rd Floor Finance Suite
Prosper, Texas 75078

Mailing Address (US Postal Service Only):

Town of Prosper
Attn: Purchasing Manager
P.O. Box 307
Prosper, Texas 75078

TECHNICAL SPECIFICATIONS

TS.01: GENERAL: Please reference the Construction Plans for all other technical specifications not contained herein.



2022-41-B Addendum 1

Frontier Park Drainage Channel Improvements

Issue Date: 4/13/2022

Questions Deadline: 4/22/2022 12:00 PM (CT)

Response Deadline: 4/28/2022 02:00 PM (CT)

Contact Information

Contact: Jay Carter Assistant Purchasing Manager

Address: Purchasing Office

Town Hall

3rd Floor

250 W. First St.

P.O. Box 307

Prosper, TX 75078

Phone: (972) 569-1028

Email: jcarter@prospertx.gov

Event Information

Item 4.

Number: 2022-41-B Addendum 1
Title: Frontier Park Drainage Channel Improvements
Type: Competitive Sealed Proposal
Issue Date: 4/13/2022
Question Deadline: 4/22/2022 12:00 PM (CT)
Response Deadline: 4/28/2022 02:00 PM (CT)
Notes:

Engineers Estimate \$791,550

The Town of Prosper is accepting competitive sealed proposals for CSP NO. 2022-41-B FRONTIER PARK DRAINAGE CHANNEL IMPROVEMENTS (CIP NO. 2003-DR). Proposals will be accepted online through IonWave.net, the Town's e-procurement system, or in hard copy in the Purchasing Office located in the 3rd Floor Finance Suite of Town Hall, 250 W. First St., Prosper, Texas 75078 until 2:00 P.M. on Thursday, April 28, 2022. Any proposals received after this time will not be accepted, and will be returned unopened. The proposal opening will be held online on Thursday, April 28, 2022 @ 3:00 P.M. To participate in the proposal opening, please use the following:

Join Zoom Meeting: <https://us02web.zoom.us/j/88945306733>

Meeting ID: 889 4530 6733

Dial-in any of these numbers: +1 929 436 2866, +1 312 626 6799, +1 669 900 6833,

+1 253 215 8782, +1 301 715 8592 or +1 346 248 7799

The Project consists of furnishing all labor, equipment and materials (except as otherwise specified), and performing all work necessary for the construction of drainage channel improvements including but not limited to excavation, grading, riprap, and revegetation within and adjacent to Frontier Park.

Each proposal submitted shall be accompanied by a cashier's check in the amount of 5% of the maximum amount proposed, payable without recourse to the Town of Prosper, or a Bid Bond in the same amount from a reliable surety company as a guarantee that, if awarded the contract, the successful Contractor will execute a Construction Agreement with the Town, including all required bonds and other documents.

The successful Contractor shall furnish a Performance Bond in the amount of 115% of the contract amount, and a Payment Bond in the amount of 100% of the contract amount, as well as evidence of all required insurance coverage within ten (10) calendar days of notice of award. The successful Contractor shall also furnish a Maintenance Bond in the amount of 100% of the contract amount covering defects of material and workmanship for two calendar years following the Town's approval and acceptance of the construction. An approved surety company, licensed in the State of Texas, shall issue all bonds in accordance with Texas law.

Copies of Plans, Specifications, and Contract Documents may be examined at Town of Prosper Engineering Department, 250 W. First St., Prosper, Texas, 75078, Phone: (972) 569-1198 without charge. These documents may be acquired from

that office for the non-refundable purchase price of \$50 per set, payable to the Town of Prosper. Copies of Plans, Specifications, and Contract Documents may also be downloaded free of charge from Current Bidding Opportunities, at the following link: <http://www.prospertx.gov/business/bid-opportunities/>.

Item 4.

Questions and requests for clarifications in regards to this proposal should be submitted in writing through IonWave.net, the Town's e-procurement system, or emailed directly to Jay Carter, NIGP-CPP, CPPB, C.P.M., Assistant Purchasing Manager, at jcarter@prospertx.gov. The deadline for receipt of questions and requests for clarifications is 12:00 P.M. on Friday, April 22, 2022. After that day and time, no further questions or requests for clarifications will be accepted or answered by the Engineer or Town.

Please complete and submit Planholder Registration Form to be added to the official planholder list.

Ship To Information

Contact: Jay Carter, Assistant Purchasing Manager
Address: Purchasing Office
Town Hall
3rd Floor
250 W. First St.
P.O. Box 307
Prosper, TX 75078
Phone: (972) 569-1028
Email: jcarter@prospertx.gov

Billing Information

Contact: Accounts Payable
Address: Finance
Town Hall
3rd Floor
250 W. First St.
P.O. Box 307
Prosper, TX 75078
Phone: (972) 569-1017
Email: ap@prospertx.gov

Bid Activities

Proposal Opening

4/28/2022 3:00:00 PM (CT)

Proposal Opening: The proposal opening will be held online on Thursday, April 28, 2022 @ 3:00 P.M. To participate in the proposal opening, please use the following:

Join Zoom Meeting: <https://us02web.zoom.us/j/88945306733>

Meeting ID: 889 4530 6733

Dial-in any of these numbers +1 929 436 2866, +1 312 626 6799, +1 669 900 6833, +1 253 215 8782, +1 301 715 8592 or +1 346 248 7799

Bid Attachments

CSP 2022-41-B Addendum 1.pdf

Download

CSP 2022-41-B Addendum 1

CSP No. 2022-41-B Contract Documents and Specifications.pdf

Download

Contract Documents and Specifications

CSP No. 2022-41-B Construction Plans.pdf

Download

Construction Plans

Standard Terms and Conditions for Procurements Construction V 4-24-20.pdf

Standard Terms and Conditions for Procurements Construction

GENERAL CONDITIONS CIP 2-21-2020.pdf

GENERAL CONDITIONS CIP 2-21-2020

CSP No. 2022-41-B Geotechnical Engineering Report.pdf

Geotechnical Engineering Report

Insurance Requirements for Construction Services R7-25-19.pdf

Insurance Requirements for Construction Services

2022-41-B Bid Bond.pdf

Bid Bond

CIP Completed Projects and References Worksheet 5-7-20 - Fillable.pdf

CIP Completed Projects and References Worksheet 5-7-20 - Fillable

2022-41-B Planholder Registration Form.pdf

Planholder Registration Form

Out of State Contractor Compliance Form.pdf

Out of State Contractor Compliance Form

Conflict of Interest Questionnaire - fillable.pdf

Conflict of Interest Questionnaire

Download

Item 4.

Download

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Requested Attachments

A1 - Experience

(Attachment required)

Outline contractor and subcontractor experience with similar projects, and label as Attachment A1.

A2 - Resumes

(Attachment required)

Submit resumes for key personnel that will be assigned to the project (executive and management team, as well as on-site project manager) and label as Attachment A2.

A3 - Completed Projects and References

(Attachment required)

Complete and submit the Completed Projects and References Worksheet and label as Attachment A3.

A4 - Construction Schedule

(Attachment required)

Submit a copy of an actual project schedule used during construction and label as Attachment A4. This should be a schedule used for a similar project (This is not a schedule for this project).

Bid Bond

(Attachment required)

Out of State Contractor Compliance Form

Only submit if applicable

Conflict of Interest Questionnaire

Only submit if applicable

1 Bid Proposal Condition No. 1

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

☐ I Agree

(Required: Check if applicable)

2 Bid Proposal Condition No. 2

Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those terms and conditions dealing with the disposition of Bid guaranty. This Bid will remain subject to acceptance for 90 calendar days after the day of opening Bids. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Contract Documents within ten (10) calendar days after the date of Owner's Notice of Award.

☐ I Agree

(Required: Check if applicable)

3 Bid Proposal Condition No. 3

The right is reserved, as the interest of the Owner may require, to reject any and all Bids and to waive any informality in the Bids received.

☐ I Agree

(Required: Check if applicable)

4 Bid Proposal Condition No. 4

Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

☐ I Agree

(Required: Check if applicable)

5 Bid Proposal Condition No. 5

Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies that pertain to the subsurface or physical conditions at the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.

☐ I Agree

(Required: Check if applicable)

6 Bid Proposal Condition No. 6

Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by the Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

☐ I Agree

(Required: Check if applicable)

7 Bid Proposal Condition No. 7

Item 4.

Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

☐ I Agree*(Required: Check if applicable)***8 Bid Proposal Condition No. 8**

Bidder has given Engineer written notice of all conflicts, errors or discrepancies that it has discovered, if any, in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder.

☐ I Agree*(Required: Check if applicable)***9 Bid Proposal Condition No. 9**

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from submitting a Bid; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

☐ I Agree*(Required: Check if applicable)***10 Bid Proposal Condition No. 10 (PROJECT SPECIFIC)**

Bidder will substantially complete the Work for the price(s) shown in the schedule of bid items and **within the number calendar days based on date of Notice to Proceed.**

☐ I Agree*(Required: Check if applicable)***11 Bid Proposal Condition No. 11 (PROJECT SPECIFIC)**

Bidder hereby agrees to commence work within ten (10) days after the date written notice to proceed shall have been given to him, and to substantially complete the work on which he has bid within the number of **calendar days proposed** as part of this Proposal. Within 30 additional calendar days after Substantial Completion, all outstanding issues shall be addressed and ready for final payment. All such time restrictions are subject to such extensions of time as are provided by the General Provisions and Special Conditions.

☐ I Agree*(Required: Check if applicable)***12 Bid Proposal Condition No. 12**

Bidder agrees that the implementation of the Owner's right to delete any portion of the improvements shall not be considered as waiving or invalidating any conditions or provisions of the contract or bonds. Bidder shall perform the Work as altered and no allowances shall be made for anticipated profits.

☐ I Agree*(Required: Check if applicable)***13 Bid Proposal Condition No. 13**

Since the Work on this Project is being performed for a governmental body and function, the Owner will issue to the Contractor a certificate of exemption for payment for the State Sales TAX on materials incorporated into this Project if requested.

☐ I Agree*(Required: Check if applicable)*

1
4**Bid Proposal Condition No. 14**

Item 4.

In the event of the award of a contract, vendor will furnish a Performance Bond for 115% of the contract amount, and a Payment Bond for 100% of the contract amount, to secure proper compliance with the terms and provisions of the contract with sureties offered by **surety company named in the space provided**, to insure and guarantee the work until final completion and acceptance, and to guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the contract. **In addition, the undersigned will furnish a Maintenance Bond for 100% of the contract amount covering defects of material and workmanship for two calendar years following the Owner's approval and acceptance of the construction.**

☐ I Agree

(Required: Check if applicable)

1
5**Bid Proposal Condition No. 15**

The work, proposed to be done, shall be accepted when fully completed in accordance with the plans and specifications, to the satisfaction of the Engineer and the Owner.

☐ I Agree

(Required: Check if applicable)

1
6**Bid Proposal Condition No. 16**

The vendor submitting this Bid certifies that the bid prices contained in this Bid have been carefully checked and are submitted as correct and final.

☐ I Agree

(Required: Check if applicable)

1
7**Base Bid**

Cost of Materials

\$

(Required: Numbers only)

1
8**Base Bid**

Cost of Labor, Profit, etc.

\$

(Required: Numbers only)

1
9**Addendum No. 1**

Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued)

☐ Acknowledged

(Optional: Check if applicable)

2
0**Addendum No. 2**

Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued)

☐ Acknowledged

(Optional: Check if applicable)

2
1**Addendum No. 3**

Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued)

☐ Acknowledged

(Optional: Check if applicable)

2
2**Addendum No. 4**

Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued)

☐ Acknowledged

(Optional: Check if applicable)

2
3**Addendum No. 5**

Item 4.

Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued)

☐ Acknowledged

(Optional: Check if applicable)

2
4**Subcontractor 1 - Name**

Each Bidder shall include a list of proposed subcontractors, the type of work to be completed by each such subcontractor and the approximate percentage of contract labor to be completed by each subcontractor. If complete listing of subcontracts totals more than five, please attach such additional pages as may be required. Owner reserves the right to accept or reject any subcontracts and/or amount subcontracted that it deems to be objectionable.

(Optional: Maximum 1000 characters allowed)

2
5**Subcontractor 1 - Type of Work**

(Optional: Maximum 1000 characters allowed)

2
6**Subcontractor 1 - % of Work** %

(Optional)

2
7**Subcontractor 2 - Name**

(Optional: Maximum 1000 characters allowed)

2
8**Subcontractor 2 - Type of Work**

(Optional: Maximum 1000 characters allowed)

2
9**Subcontractor 2 - % of Work** %

(Optional)

3
0**Subcontractor 3 - Name**

(Optional: Maximum 1000 characters allowed)

3
1

Subcontractor 3 - Type of Work

Item 4.

(Optional: Maximum 1000 characters allowed)

3
2

Subcontractor 3 - % of Work

%

(Optional)

3
3

Subcontractor 4 - Name

(Optional: Maximum 1000 characters allowed)

3
4

Subcontractor 4 - Type of Work

(Optional: Maximum 1000 characters allowed)

3
5

Subcontractor 4 - % of Work

%

(Optional)

3
6

Subcontractor 5 - Name

(Optional: Maximum 1000 characters allowed)

3
7

Subcontractor 5 - Type of Work

(Optional: Maximum 1000 characters allowed)

3
8

Subcontractor 5 - % of Work

%

(Optional)

3
9

Supplier 1 - Name

Item 4.

Each Bidder shall include a list of proposed suppliers of major materials and equipment to be furnished and installed in connection with this Bid. If complete listing of suppliers totals more than five, please attach such additional pages as may be required.

(Optional: Maximum 1000 characters allowed)

4
0

Supplier 1 - Type of Material/Equipment

(Optional: Maximum 1000 characters allowed)

4
1

Supplier 2 - Name

(Optional: Maximum 1000 characters allowed)

4
2

Supplier 2 - Type of Material/Equipment

(Optional: Maximum 1000 characters allowed)

4
3

Supplier 3 - Name

(Optional: Maximum 1000 characters allowed)

4
4

Supplier 3 - Type of Material/Equipment

(Optional: Maximum 1000 characters allowed)

4
5

Supplier 4 - Name

(Optional: Maximum 1000 characters allowed)

4 6	Supplier 4 - Type of Material/Equipment <div style="float: right; border: 1px solid black; padding: 2px; font-size: small;">Item 4.</div> <small>(Optional: Maximum 1000 characters allowed)</small>
4 7	Supplier 5 - Name <small>(Optional: Maximum 1000 characters allowed)</small>
4 8	Supplier 5 - Type of Material/Equipment <small>(Optional: Maximum 1000 characters allowed)</small>
4 9	Project Timeline: Substantial Completion Provide number of days to reach substantial completion of all construction <div style="border: 1px solid black; width: 100px; height: 20px; margin-top: 5px;"></div> <small>(Required: Numbers only)</small>
5 0	Project Timeline: Final Completion Provide number of days to reach final completion of all construction <div style="border: 1px solid black; width: 100px; height: 20px; margin-top: 5px;"></div> <small>(Required: Numbers only)</small>

Bid Lines

1	Package Header	
	FRONTIER PARK DRAINAGE CHANNEL IMPROVEMENTS (CIP NO. 2003-DR)	
	Quantity: <u> 1 </u>	Total: \$ <div style="border: 1px solid black; width: 150px; height: 20px; display: inline-block;"></div>
	Supplier Notes: _____	
	<div style="border: 1px solid black; width: 100%; height: 40px; margin-top: 5px;"></div>	
	<div style="float: right; border: 1px solid black; padding: 5px; width: fit-content;"> <input type="checkbox"/> No bid <input type="checkbox"/> Additional notes <small>(Attach separate sheet)</small> </div>	
	Package Items	
	1.1 MOBILIZATION (5%) <small>(Response required)</small>	
	Quantity: <u> 1 </u> UOM: <u> LS </u>	Unit Price: \$ <div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div>
	Total: \$ <div style="border: 1px solid black; width: 150px; height: 20px; display: inline-block;"></div>	
	Supplier Notes: _____	
	<div style="border: 1px solid black; width: 100%; height: 40px; margin-top: 5px;"></div>	
	<div style="float: right; border: 1px solid black; padding: 5px; width: fit-content;"> <input type="checkbox"/> No bid <input type="checkbox"/> Additional notes <small>(Attach separate sheet)</small> </div>	

1.2 IMPLEMENTATION OF STORM WATER POLLUTION PREVENTION PLAN (2%)

Item 4.

(Response required)

Quantity: 1 UOM: LS Unit Price: \$ Total: \$Supplier Notes: _____

- ☐
- No bid
-
- ☐
- Additional notes
-
- (Attach separate sheet)

1.3 PREPARING ROW (Incl. Tree Removal - All Sizes)

(Response required)

Quantity: 17 UOM: STA Unit Price: \$ Total: \$Supplier Notes: _____

- ☐
- No bid
-
- ☐
- Additional notes
-
- (Attach separate sheet)

1.4 CHANNEL EXCAVATION

(Response required)

Quantity: 7800 UOM: CY Unit Price: \$ Total: \$Supplier Notes: _____

- ☐
- No bid
-
- ☐
- Additional notes
-
- (Attach separate sheet)

1.5 EMBANKMENT (PLAN QUANTITY)

(Response required)

Quantity: 1500 UOM: CY Unit Price: \$ Total: \$Supplier Notes: _____

- ☐
- No bid
-
- ☐
- Additional notes
-
- (Attach separate sheet)

1.6 REMOVE EXIST SIDEWALK

(Response required)

Quantity: 90 UOM: SY Unit Price: \$ Total: \$Supplier Notes: _____

- ☐
- No bid
-
- ☐
- Additional notes
-
- (Attach separate sheet)

1.7 REMOVE EXIST GROUTED RIPRAP

(Response required)

Quantity: 240 UOM: SY Unit Price: \$ Total: \$Supplier Notes: _____

- ☐
- No bid
-
- ☐
- Additional notes
-
- (Attach separate sheet)

1.8 REMOVE EXIST HEADWALL*(Response required)*

Item 4.

Quantity: 1 UOM: EA Unit Price: \$ Total: \$Supplier Notes: _____
_____☐ No bid
☐ Additional notes
(Attach separate sheet)**1.9 CONSTRUCT 10-FOOT WIDE SIDEWALK (5-INCH THICK)***(Response required)*Quantity: 100 UOM: SY Unit Price: \$ Total: \$Supplier Notes: _____
_____☐ No bid
☐ Additional notes
(Attach separate sheet)**1.10 RIPRAP (STONE COMMON) (GROUTED) (12-INCH)***(Response required)*Quantity: 530 UOM: CY Unit Price: \$ Total: \$Supplier Notes: _____
_____☐ No bid
☐ Additional notes
(Attach separate sheet)**1.11 SETP-CD (TY II)(45 DEG. SKEW)(24-INCH RCP)(4:1)***(Response required)*Quantity: 1 UOM: EA Unit Price: \$ Total: \$Supplier Notes: _____
_____☐ No bid
☐ Additional notes
(Attach separate sheet)**1.12 INSTALL 24-INCH RCP INCL CONNECTIONS***(Response required)*Quantity: 90 UOM: LF Unit Price: \$ Total: \$Supplier Notes: _____
_____☐ No bid
☐ Additional notes
(Attach separate sheet)**1.13 INSTALL PROPOSED SIGN***(Response required)*Quantity: 2 UOM: EA Unit Price: \$ Total: \$Supplier Notes: _____
_____☐ No bid
☐ Additional notes
(Attach separate sheet)

1.14 DEWATERING*(Response required)*

Item 4.

Quantity: 1 UOM: AL Unit Price: \$ Total: \$Supplier Notes: _____

- ☐
- No bid
-
- ☐
- Additional notes
-
- (Attach separate sheet)

1.15 BLOCK SOD (STAPLED)(COMMON BERMUDA)*(Response required)*Quantity: 13900 UOM: SY Unit Price: \$ Total: \$Supplier Notes: _____

- ☐
- No bid
-
- ☐
- Additional notes
-
- (Attach separate sheet)

1.16 VEGETATIVE WATERING*(Response required)*Quantity: 1050 UOM: MG Unit Price: \$ Total: \$Supplier Notes: _____

- ☐
- No bid
-
- ☐
- Additional notes
-
- (Attach separate sheet)

1.17 SILT FENCE - (INSTALL/MAINTAIN/REMOVE)*(Response required)*Quantity: 410 UOM: LF Unit Price: \$ Total: \$Supplier Notes: _____

- ☐
- No bid
-
- ☐
- Additional notes
-
- (Attach separate sheet)

1.18 CONSTRUCTION ENTRANCE - (INSTALL/MAINTAIN/REMOVE)*(Response required)*Quantity: 2 UOM: EA Unit Price: \$ Total: \$Supplier Notes: _____

- ☐
- No bid
-
- ☐
- Additional notes
-
- (Attach separate sheet)

1.19 IRRIGATION REPAIR*(Response required)*Quantity: 1 UOM: AL Unit Price: \$ Total: \$Supplier Notes: _____

- ☐
- No bid
-
- ☐
- Additional notes
-
- (Attach separate sheet)

Supplier Information

Item 4.

Company Name: _____

Contact Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Print Name

Signature



2022-41-B Addendum 1

RoeschCo Construction, LLC

Supplier Response

Event Information

Number: 2022-41-B Addendum 1
 Title: Frontier Park Drainage Channel Improvements
 Type: Competitive Sealed Proposal
 Issue Date: 4/13/2022
 Deadline: 4/28/2022 02:00 PM (CT)
 Notes: **Engineers Estimate \$791,550**

The Town of Prosper is accepting competitive sealed proposals for CSP NO. 2022-41-B FRONTIER PARK DRAINAGE CHANNEL IMPROVEMENTS (CIP NO. 2003-DR). Proposals will be accepted online through IonWave.net, the Town's e-procurement system, or in hard copy in the Purchasing Office located in the 3rd Floor Finance Suite of Town Hall, 250 W. First St., Prosper, Texas 75078 until 2:00 P.M. on Thursday, April 28, 2022. Any proposals received after this time will not be accepted, and will be returned unopened. The proposal opening will be held online on Thursday, April 28, 2022 @ 3:00 P.M. To participate in the proposal opening, please use the following:

Join Zoom Meeting: <https://us02web.zoom.us/j/88945306733>
 Meeting ID: 889 4530 6733
 Dial-in any of these numbers: +1 929 436 2866, +1 312 626 6799, +1 669 900 6833,
 +1 253 215 8782, +1 301 715 8592 or +1 346 248 7799

The Project consists of furnishing all labor, equipment and materials (except as otherwise specified), and performing all work necessary for the construction of drainage channel improvements including but not

limited to excavation, grading, riprap, and revegetation within and adjacent to Frontier Park.

Item 4.

Each proposal submitted shall be accompanied by a cashier's check in the amount of 5% of the maximum amount proposed, payable without recourse to the Town of Prosper, or a Bid Bond in the same amount from a reliable surety company as a guarantee that, if awarded the contract, the successful Contractor will execute a Construction Agreement with the Town, including all required bonds and other documents.

The successful Contractor shall furnish a Performance Bond in the amount of 115% of the contract amount, and a Payment Bond in the amount of 100% of the contract amount, as well as evidence of all required insurance coverage within ten (10) calendar days of notice of award. The successful Contractor shall also furnish a Maintenance Bond in the amount of 100% of the contract amount covering defects of material and workmanship for two calendar years following the Town's approval and acceptance of the construction. An approved surety company, licensed in the State of Texas, shall issue all bonds in accordance with Texas law.

Copies of Plans, Specifications, and Contract Documents may be examined at Town of Prosper Engineering Department, 250 W. First St., Prosper, Texas, 75078, Phone: (972) 569-1198 without charge. These documents may be acquired from that office for the non-refundable purchase price of \$50 per set, payable to the Town of Prosper. Copies of Plans, Specifications, and Contract Documents may also be downloaded free of charge from Current Bidding Opportunities, at the following link:
<http://www.prospertx.gov/business/bid-opportunities/>.

Questions and requests for clarifications in regards to this proposal should be submitted in writing through IonWave.net, the Town's e-procurement system, or emailed directly to Jay Carter, NIGP-CPP, CPPB, C.P.M., Assistant Purchasing Manager, at jcarter@prospertx.gov. The deadline for receipt of questions and requests for clarifications is 12:00 P.M. on Friday, April 22, 2022. After that day and time, no further questions or requests for clarifications will be accepted or answered by the Engineer or Town. Please complete and submit Planholder Registration Form to be added to the official planholder list.

Contact Information

Contact: Jay Carter Assistant Purchasing Manager
Address: Purchasing Office
Town Hall
3rd Floor
250 W. First St.

P.O. Box 307
Prosper, TX 75078
Phone: (972) 569-1028
Email: jcarter@prospertx.gov

Item 4.

RoeschCo Construction, LLC Information

Item 4.

Contact: Bryan Kayser
Address: 9801 Camfield Ave
Suite 200
Frisco, TX 75033
Phone: (469) 888-4135
Email: bk@roeschco.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Bryan Kayser
Signature

bk@roeschco.com
Email

Submitted at 4/28/2022 11:35:56 AM

Requested Attachments

A1 - Experience

2022-41-B Attachment A-1 Experience.RoeschCo.pdf

Outline contractor and subcontractor experience with similar projects, and label as Attachment A1.

A2 - Resumes

2022-41-B Attachment A-2 Resumes.RoeschCo.pdf

Submit resumes for key personnel that will be assigned to the project (executive and management team, as well as on-site project manager) and label as Attachment A2.

A3 - Completed Projects and References

A-3 CIP Completed Projects and References Worksheet 5-7-20.RoeschCo.pdf

Complete and submit the Completed Projects and References Worksheet and label as Attachment A3.

A4 - Construction Schedule

2022-41-B RoeschCo Sample Schedule.pdf

Submit a copy of an actual project schedule used during construction and label as Attachment A4. This should be a schedule used for a similar project (This is not a schedule for this project).

Bid Bond

2022-41-B Bid Bond.RoeschCo Construction.pdf

Out of State Contractor Compliance Form

No response

Only submit if applicable

Conflict of Interest Questionnaire

No response

Only submit if applicable

Bid Attributes

1 Bid Proposal Condition No. 1

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

☒ I Agree (I Agree)

2 Bid Proposal Condition No. 2

Item 4.

Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those terms and conditions dealing with the disposition of Bid guaranty. This Bid will remain subject to acceptance for 90 calendar days after the day of opening Bids. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Contract Documents within ten (10) calendar days after the date of Owner's Notice of Award.

☒ I Agree (I Agree)**3 Bid Proposal Condition No. 3**

The right is reserved, as the interest of the Owner may require, to reject any and all Bids and to waive any informality in the Bids received.

☒ I Agree (I Agree)**4 Bid Proposal Condition No. 4**

Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

☒ I Agree (I Agree)**5 Bid Proposal Condition No. 5**

Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies that pertain to the subsurface or physical conditions at the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.

☒ I Agree (I Agree)**6 Bid Proposal Condition No. 6**

Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by the Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

☒ I Agree (I Agree)**7 Bid Proposal Condition No. 7**

Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

☒ I Agree (I Agree)**8 Bid Proposal Condition No. 8**

Bidder has given Engineer written notice of all conflicts, errors or discrepancies that it has discovered, if any, in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder.

☒ I Agree (I Agree)

9 Bid Proposal Condition No. 9

Item 4.

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from submitting a Bid; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

☒ I Agree (I Agree)

10 Bid Proposal Condition No. 10 (PROJECT SPECIFIC)

Bidder will substantially complete the Work for the price(s) shown in the schedule of bid items and **within the number calendar days based on date of Notice to Proceed.**

☒ I Agree (I Agree)

11 Bid Proposal Condition No. 11 (PROJECT SPECIFIC)

Bidder hereby agrees to commence work within ten (10) days after the date written notice to proceed shall have been given to him, and to substantially complete the work on which he has bid within the number of **calendar days proposed** as part of this Proposal. Within 30 additional calendar days after Substantial Completion, all outstanding issues shall be addressed and ready for final payment. All such time restrictions are subject to such extensions of time as are provided by the General Provisions and Special Conditions.

☒ I Agree (I Agree)

12 Bid Proposal Condition No. 12

Bidder agrees that the implementation of the Owner's right to delete any portion of the improvements shall not be considered as waiving or invalidating any conditions or provisions of the contract or bonds. Bidder shall perform the Work as altered and no allowances shall be made for anticipated profits.

☒ I Agree (I Agree)

13 Bid Proposal Condition No. 13

Since the Work on this Project is being performed for a governmental body and function, the Owner will issue to the Contractor a certificate of exemption for payment for the State Sales TAX on materials incorporated into this Project if requested.

☒ I Agree (I Agree)

14 Bid Proposal Condition No. 14

In the event of the award of a contract, vendor will furnish a Performance Bond for 115% of the contract amount, and a Payment Bond for 100% of the contract amount, to secure proper compliance with the terms and provisions of the contract with sureties offered by **surety company named in the space provided**, to insure and guarantee the work until final completion and acceptance, and to guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the contract. **In addition, the undersigned will furnish a Maintenance Bond for 100% of the contract amount covering defects of material and workmanship for two calendar years following the Owner's approval and acceptance of the construction.**

☒ I Agree (I Agree)

15 Bid Proposal Condition No. 15

The work, proposed to be done, shall be accepted when fully completed in accordance with the plans and specifications, to the satisfaction of the Engineer and the Owner.

☒ I Agree (I Agree)

16 Bid Proposal Condition No. 16

The vendor submitting this Bid certifies that the bid prices contained in this Bid have been carefully checked and are submitted as correct and final.

☒ I Agree (I Agree)

1 7	Base Bid Cost of Materials <div style="border: 1px solid black; width: 100px; margin-top: 5px; padding: 2px;">\$150000</div>	Item 4.
1 8	Base Bid Cost of Labor, Profit, etc. <div style="border: 1px solid black; width: 100px; margin-top: 5px; padding: 2px;">\$545601.00</div>	
1 9	Addendum No. 1 Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued) <input checked="" type="checkbox"/> Acknowledged (Acknowledged)	
2 0	Addendum No. 2 Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued) <input type="checkbox"/> Acknowledged (Acknowledged)	
2 1	Addendum No. 3 Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued) <input type="checkbox"/> Acknowledged (Acknowledged)	
2 2	Addendum No. 4 Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued) <input type="checkbox"/> Acknowledged (Acknowledged)	
2 3	Addendum No. 5 Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued) <input type="checkbox"/> Acknowledged (Acknowledged)	
2 4	Subcontractor 1 - Name Each Bidder shall include a list of proposed subcontractors, the type of work to be completed by each such subcontractor and the approximate percentage of contract labor to be completed by each subcontractor. If complete listing of subcontracts totals more than five, please attach such additional pages as may be required. Owner reserves the right to accept or reject any subcontracts and/or amount subcontracted that it deems to be objectionable. <div style="border: 1px solid black; width: 900px; margin-top: 5px; padding: 2px;">RoeschCo Construction will self-perform all of the work on this project.</div>	
2 5	Subcontractor 1 - Type of Work <div style="border: 1px solid black; width: 900px; margin-top: 5px; padding: 2px;">All construction scopes of work</div>	
2 6	Subcontractor 1 - % of Work <div style="border: 1px solid black; width: 100px; margin-top: 5px; padding: 2px;">98.5%</div>	
2 7	Subcontractor 2 - Name <div style="border: 1px solid black; width: 900px; margin-top: 5px; padding: 2px;">Alpha Testing -or- D&S Testing</div>	
2 8	Subcontractor 2 - Type of Work <div style="border: 1px solid black; width: 900px; margin-top: 5px; padding: 2px;">Materials Testing Lab</div>	

29	Subcontractor 2 - % of Work <div style="border: 1px solid black; padding: 2px; width: 100px; float: left;">1.5%</div>	<i>Item 4.</i>
30	Subcontractor 3 - Name <div style="border: 1px solid black; padding: 2px;">No response</div>	
31	Subcontractor 3 - Type of Work <div style="border: 1px solid black; padding: 2px;">No response</div>	
32	Subcontractor 3 - % of Work <div style="border: 1px solid black; padding: 2px;">No response</div>	
33	Subcontractor 4 - Name <div style="border: 1px solid black; padding: 2px;">No response</div>	
34	Subcontractor 4 - Type of Work <div style="border: 1px solid black; padding: 2px;">No response</div>	
35	Subcontractor 4 - % of Work <div style="border: 1px solid black; padding: 2px;">No response</div>	
36	Subcontractor 5 - Name <div style="border: 1px solid black; padding: 2px;">No response</div>	
37	Subcontractor 5 - Type of Work <div style="border: 1px solid black; padding: 2px;">No response</div>	
38	Subcontractor 5 - % of Work <div style="border: 1px solid black; padding: 2px;">No response</div>	
39	Supplier 1 - Name <p>Each Bidder shall include a list of proposed suppliers of major materials and equipment to be furnished and installed in connection with this Bid. If complete listing of suppliers totals more than five, please attach such additional pages as may be required.</p> <div style="border: 1px solid black; padding: 2px;">Concrete & Riprap Grout - Nelson Bros Ready Mix</div>	
40	Supplier 1 - Type of Material/Equipment <div style="border: 1px solid black; padding: 2px;">Bermuda Sod - Blue Sky Sod</div>	
41	Supplier 2 - Name <div style="border: 1px solid black; padding: 2px;">Storm Sewer - Core & Main -or- Ferguson Waterworks</div>	
42	Supplier 2 - Type of Material/Equipment <div style="border: 1px solid black; padding: 2px;">No response</div>	
43	Supplier 3 - Name <div style="border: 1px solid black; padding: 2px;">No response</div>	

4 4	Supplier 3 - Type of Material/Equipment <input style="width: 90%;" type="text" value="No response"/>	Item 4.
4 5	Supplier 4 - Name <input style="width: 90%;" type="text" value="No response"/>	
4 6	Supplier 4 - Type of Material/Equipment <input style="width: 90%;" type="text" value="No response"/>	
4 7	Supplier 5 - Name <input style="width: 90%;" type="text" value="No response"/>	
4 8	Supplier 5 - Type of Material/Equipment <input style="width: 90%;" type="text" value="No response"/>	
4 9	Project Timeline: Substantial Completion Provide number of days to reach substantial completion of all construction <input style="width: 100px;" type="text" value="89"/>	
5 0	Project Timeline: Final Completion Provide number of days to reach final completion of all construction <input style="width: 100px;" type="text" value="20"/>	

Bid Lines

1	Package Header <hr/> FRONTIER PARK DRAINAGE CHANNEL IMPROVEMENTS (CIP NO. 2003-DR) Quantity: <u> 1 </u> Total: <input style="width: 150px;" type="text" value="\$695,601.00"/>		
	Package Items <hr/>		
	1.1 MOBILIZATION (5%) Quantity: <u> 1 </u> UOM: <u> LS </u> Unit Price: <input style="width: 100px;" type="text" value="\$34,800.00"/> Total: <input style="width: 100px;" type="text" value="\$34,800.00"/>		
	1.2 IMPLEMENTATION OF STORM WATER POLLUTION PREVENTION PLAN (2%) Quantity: <u> 1 </u> UOM: <u> LS </u> Unit Price: <input style="width: 100px;" type="text" value="\$4,040.00"/> Total: <input style="width: 100px;" type="text" value="\$4,040.00"/>		
	1.3 PREPARING ROW (Incl. Tree Removal - All Sizes) Quantity: <u> 17 </u> UOM: <u> STA </u> Unit Price: <input style="width: 100px;" type="text" value="\$1,951.00"/> Total: <input style="width: 100px;" type="text" value="\$33,167.00"/>		
	1.4 CHANNEL EXCAVATION Quantity: <u> 7800 </u> UOM: <u> CY </u> Unit Price: <input style="width: 100px;" type="text" value="\$35.00"/> Total: <input style="width: 100px;" type="text" value="\$273,000.00"/>		
	1.5 EMBANKMENT (PLAN QUANTITY) Quantity: <u> 1500 </u> UOM: <u> CY </u> Unit Price: <input style="width: 100px;" type="text" value="\$20.00"/> Total: <input style="width: 100px;" type="text" value="\$30,000.00"/>		
	1.6 REMOVE EXIST SIDEWALK Quantity: <u> 90 </u> UOM: <u> SY </u> Unit Price: <input style="width: 100px;" type="text" value="\$15.00"/> Total: <input style="width: 100px;" type="text" value="\$1,350.00"/>		
	1.7 REMOVE EXIST GROUTED RIPRAP Quantity: <u> 240 </u> UOM: <u> SY </u> Unit Price: <input style="width: 100px;" type="text" value="\$40.00"/> Total: <input style="width: 100px;" type="text" value="\$9,600.00"/>		

1.8 REMOVE EXIST HEADWALL

Item 4.

Quantity: 1 UOM: EA Unit Price: \$1,500.00 Total: \$1,500.00**1.9 CONSTRUCT 10-FOOT WIDE SIDEWALK (5-INCH THICK)**Quantity: 100 UOM: SY Unit Price: \$92.00 Total: \$9,200.00**1.10 RIPRAP (STONE COMMON) (GROUTED) (12-INCH)**Quantity: 530 UOM: CY Unit Price: \$275.00 Total: \$145,750.00**1.11 SETP-CD (TY II)(45 DEG. SKEW)(24-INCH RCP)(4:1)**Quantity: 1 UOM: EA Unit Price: \$3,000.00 Total: \$3,000.00**1.12 INSTALL 24-INCH RCP INCL CONNECTIONS**Quantity: 90 UOM: LF Unit Price: \$170.60 Total: \$15,354.00**1.13 INSTALL PROPOSED SIGN**Quantity: 2 UOM: EA Unit Price: \$500.00 Total: \$1,000.00**1.14 DEWATERING**Quantity: 1 UOM: AL Unit Price: \$10,000.00 Total: \$10,000.00**1.15 BLOCK SOD (STAPLED)(COMMON BERMUDA)**Quantity: 13900 UOM: SY Unit Price: \$5.20 Total: \$72,280.00**1.16 VEGETATIVE WATERING**Quantity: 1050 UOM: MG Unit Price: \$20.70 Total: \$21,735.00**1.17 SILT FENCE - (INSTALL/MAINTAIN/REMOVE)**Quantity: 410 UOM: LF Unit Price: \$2.50 Total: \$1,025.00**1.18 CONSTRUCTION ENTRANCE - (INSTALL/MAINTAIN/REMOVE)**Quantity: 2 UOM: EA Unit Price: \$1,900.00 Total: \$3,800.00**1.19 IRRIGATION REPAIR**Quantity: 1 UOM: AL Unit Price: \$25,000.00 Total: \$25,000.00**Response Total: \$695,601.00**

BID BOND

STATE OF TEXAS)
)
COUNTY OF COLLIN)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Roeschco Construction LLC, whose address is 9801 Camfield Ave., Suite 200 *, hereinafter called Principal, and Westfield Insurance Company, a corporation organized and existing under the laws of the State of Ohio, and fully licensed to transact business in the State of Texas, as Surety, are held and firmly bound unto the Town of Prosper, a home-rule municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as "Owner," in the penal sum of \$ Five Percent ** as the proper measure of liquidated damages arising out of or connected with the submission of a Bid Proposal for the construction of a public work project, in lawful money of the United States, to be paid in Collin County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents. The condition of the above obligation is such that whereas the Principal has submitted to Owner a certain Bid Proposal, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the construction of:

BID NO. 2022-41-B FRONTIER PARK DRAINAGE CHANNEL IMPROVEMENTS

NOW, THEREFORE, if the Principal's Proposal shall be rejected or, in the alternative, if the Principal's Proposal shall be accepted and the Principal shall execute and deliver a contract in the form of the Contract attached hereto (properly completed in accordance with said Proposal) and shall furnish performance, payment and maintenance bonds required by the Contract Documents for the Project and provide proof of all required insurance coverages for the Project and shall in all other respects perform the agreement created by the acceptance of said Proposal, then this obligation shall be void, otherwise the same shall remain in force and affect; it being expressly understood and agreed that the liability of the Surety for any breach of condition hereunder shall be in the face amount of this bond and forfeited as a proper measure of liquidated damages.

PROVIDED FURTHER, that if any legal action were filed on this Bond, exclusive Venue shall lie in Collin County, Texas.

AND PROVIDED FURTHER, the Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Proposal; and said Surety does hereby waive notice of any such extension.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Collin County or Dallas County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the Insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.

IN WITNESS WHEREOF, this instrument is executed and shall be deemed an original, this, the 25th day of April, 2022.

* Frisco, TX 75033

** (5%) of the Total Amount Bid

ATTEST:

By: Bryan Kayser
 Signature
BRYAN KAYSER
 Typed/Printed Name
MANAGER
 Title
9801 CAMFIELD AVE, STE 200
 Address
FRISCO TX 75033
 City State Zip
469. 888. 4135 469. 287. 4133
 Phone Fax

ATTEST:

By: V. Rini
 Signature
V. Rini
 Printed Name
Surety Witness
 Title
7600 East Orchard Road, Suite 230 South
 Address
Greenwood Village, CO 80111
 City State Zip
(720) 458-5755 (855) 534-8894
 Phone Fax

PRINCIPAL:

Roeschco Construction LLC
 Company Name
 By: Micah Roeschley
 Signature
Micah Roeschley
 Typed/Printed Name
Manager
 Title
9801 Camfield Ave., Suite 200
 Address
Frisco, TX 75033
 City State Zip
(469) 888-4135 (469) 287-4133
 Phone Fax

SURETY: Westfield Insurance Company

By: Jessica Jean Rini
 Signature
Jessica Jean Rini
 Printed Name
Attorney-in-Fact
 Title
P. O. Box 5001
 Address
Westfield Center, OH 44251
 City State Zip
(330) 887-0101 (330) 887-0840
 Phone Fax

The Resident Agent of the Surety in Collin County or Dallas County, Texas, for delivery of notice and service of the process is:

NAME: Holmes, Murphy and Associates, LLC - Ginger Hoke
 STREET ADDRESS: 12712 Park Central Drive, Suite 100
 CITY, STATE, ZIP: Dallas, TX 75251

NOTE: If Resident Agent is not a corporation, give a person's name.

IMPORTANT NOTICE
STATE OF TEXAS
COMPLAINT PROCEDURES

TO OBTAIN INFORMATION OR MAKE A COMPLAINT:

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

1-800-243-0210

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

Attn: Bond Claims
One Park Circle
P. O. Box 5001
Westfield Center, Ohio 44251-5001

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** at:

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

Fax # 512-475-1771

ATTACH THIS NOTICE TO YOUR BOND. This notice is for information only and does not become a part or a condition of the attached document and is given to comply with Section 2253.048, Government Code, and Section 53.202, Property Code, effective September 1, 2001.

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
DONALD E. APPLEBY, MARK H. SWEIGART, TODD D. BENGFORD, SARAH C. BROWN, ASHLEA MCCAUGHEY, JESSICA JEAN RINI, JOINTLY OR SEVERALLY

of **GREENWOOD VILLAGE** and State of **CO** 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 **30th** day of **NOVEMBER** 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 **30th** day of **NOVEMBER** 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 **25th** day of **April** A.D., **2022**.



Frank A. Carrino, Secretary

PLANNING



To: Mayor and Town Council

From: David Soto, Planning Manager

Through: Harlan Jefferson, Town Manager
Rebecca Zook, P.E., Executive Director of Development & Infrastructure Services
Khara Dodds, Director of Development Services

Re: Town Council Meeting – May 24, 2022

Agenda Item:

Conduct a public hearing and consider and act upon a request to rezone a portion of Planned Development-36, and a portion of Planned Development-63, to Planned Development (PD) for Legacy Gardens, on 121.4± acres, in order to modify the residential development standards, including but not limited to reducing permitted lot sizes, located on the south side of Frontier Parkway, west of Dallas Parkway. (Z20-0019).

Description of Agenda Item:

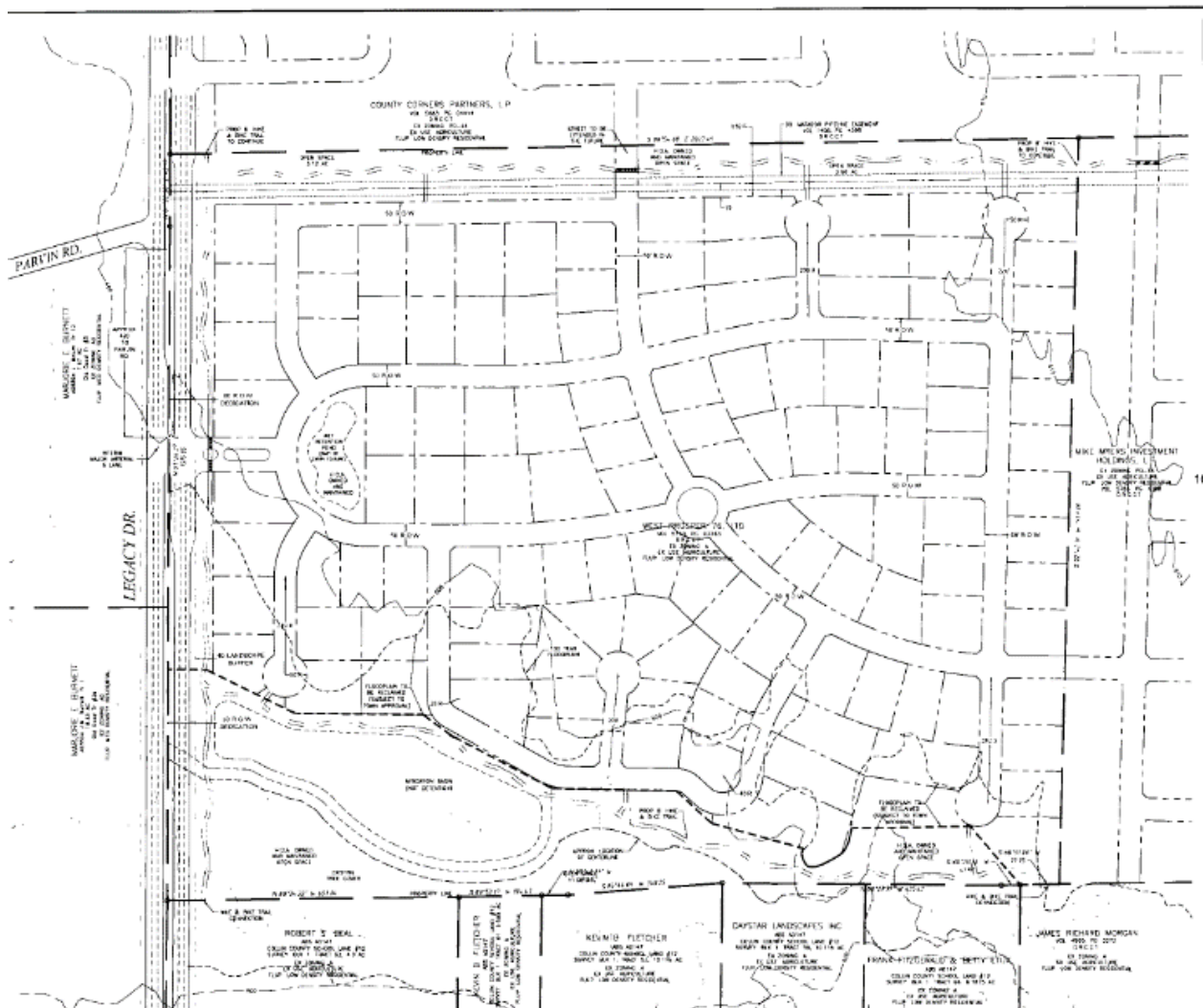
The zoning and land use of the surrounding properties are as follows:

	Zoning	Current Land Use	Future Land Use Plan
Subject Property	Planned Development-36-Single Family & Planned Development 63	Undeveloped	Low Density Residential & Medium Density Residential
North	City of Celina	City of Celina	City of Celina
East	Commercial	Undeveloped	Tollway District
South	Planned Development-36-Single Family & Planned Development 63	Legacy Garden Subdivision	Low Density Residential & Medium Density Residential

Existing PD 36- Legacy Crossing

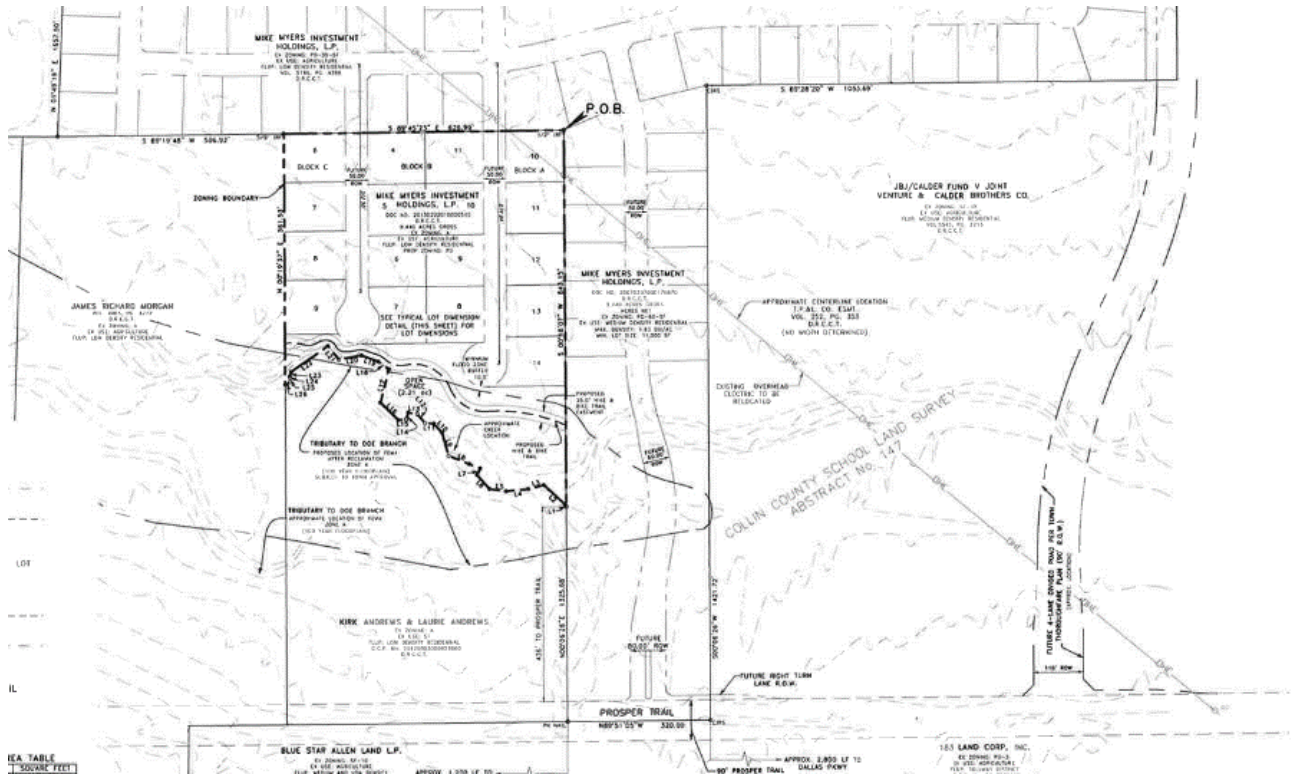


PD-63 Legacy Creek Estates



1 LEGACY CREEK ESTATES - CONCEPTUAL LOT LAYOUT

PD- 74 Legacy Crossing



The proposed rezoning request modifies the single-family detached residential development standards as describe below:

Lot Comparison

Currently in PD-36, there are three (3) types of lots for single-family detached residential lots and in PD-63, there is one (1) type of lot for single-family detached residential lots. The applicant is proposing to modify the proposed standards and introduce three new (3) lot types. A table comparing the existing and proposed single-family detached residential lots is shown below. All other development standards that are not shown, were not altered. Staff does have concerns with the size of the lots being proposed as the modification is removing the larger lots that were previously approved with the PD-36 and PD-63.

Existing PD-36 LOT AREA SUMMARY				Existing PD-63 LOT AREA SUMMARY
	I	II	III	
Min. Lot Area (sq. ft.)	10,000 sq. ft.	11,000 sq. ft.	12,500 sq. ft.	13,500 sq. ft., Maximum 10 lots between 13,500 sq. ft.-15,000 sq. ft.
Min Lot. Width (ft.)	No less than 80ft	No less than 80ft	No less than 80ft	100ft
Min. Lot Depth	125ft	125ft	135ft	135ft

Min. Front Yard	25ft	25ft	30ft	35ft
Min. Side Yard	8ft	8ft	8ft	10ft, 15ft on corner
Min. Dwelling Area	1,800 sq. ft.	1,800 sq. ft.	2,500 sq. ft.	2,500 sq. ft.
Number of maximum lots allowed	106 type I lots are proposed	281 type II lots are proposed	95 type III lots are proposed	Not to exceed 121 lots

NEW PROPOSED PD			
LOT AREA SUMMARY			
	8F	9F	10F
Min. Lot Area (sq. ft.)	8,000 sq. ft.	9,000 sq. ft.	10,000 sq. ft.
Normal Lot size	66 x 125	76 x 130	86 x 130
Min. Front Yard	20ft	25ft	25ft
Min. Side Yard	8ft	8ft	8ft
Min. Dwelling Area	1,200 sq. ft.	1,400 sq. ft.	1,500 sq. ft.
Number of lots allowed	75 lots are proposed	57 lots are proposed	148 lots are proposed, per the PD a minimum of 125 lots are required.

Single Family Lot Entitlement

Currently in PD-36 there are three (3) types of single-family lots being proposed (106 Type I, 281 Type II, and 95 Type III). In PD-63, there is only one existing lot area not to exceed 121 lots. In the new proposed PD, there is no minimum or maximum number of 8F and 9F single-family lots. However, a minimum of 125 10F type of single-family lots are required as shown in the subdivision layout.

Further, the proposed PD provides for a subdivision layout, as shown below.



Lot Type Summary

Proposed Lots

8F (66'x125')	75	14.6%
9F (76'x130')	57	11.1%
10F (86'x130')	148	28.8%

Existing Platted Lots

Type I (10,000 SF)	17	3.3%
Type II (11,000 SF)	167	32.5%
Type III (12,500 SF)	34	6.6%
PD-74-15 (15,000 SF)	16	3.1%

Total **514**

Legal Obligations and Review:

Notification was provided to neighboring property owners as required by the Zoning Ordinance and state law. To date, staff has received one (1) Public Hearing Notice Reply Forms in response to this request.

Attached Documents:

1. Aerial and Zoning Maps
2. Zoning Exhibits
3. Reply Form

Planning & Zoning Commission Recommendation:

At their May 3, 2022, meeting, the Planning & Zoning Commission recommended the Town Council approve the request, subject to the following stipulations:

- Limiting 8F Type Lots to a maximum of 75, 9F Type Lots to a maximum of 57, 10F Type Lots to a maximum of 148, and
- Increasing the minimum dwelling size to 1,800 square feet for all proposed lot types.

Town Staff Recommendation:

Staff recommends approval of the request to rezone a portion of Planned Development-36, and a portion of Planned Development-63, to Planned Development (PD) for Legacy Gardens, on 121.4± acres, to modify the residential development standards, including but not limited to reducing permitted lot sizes, subject to the following

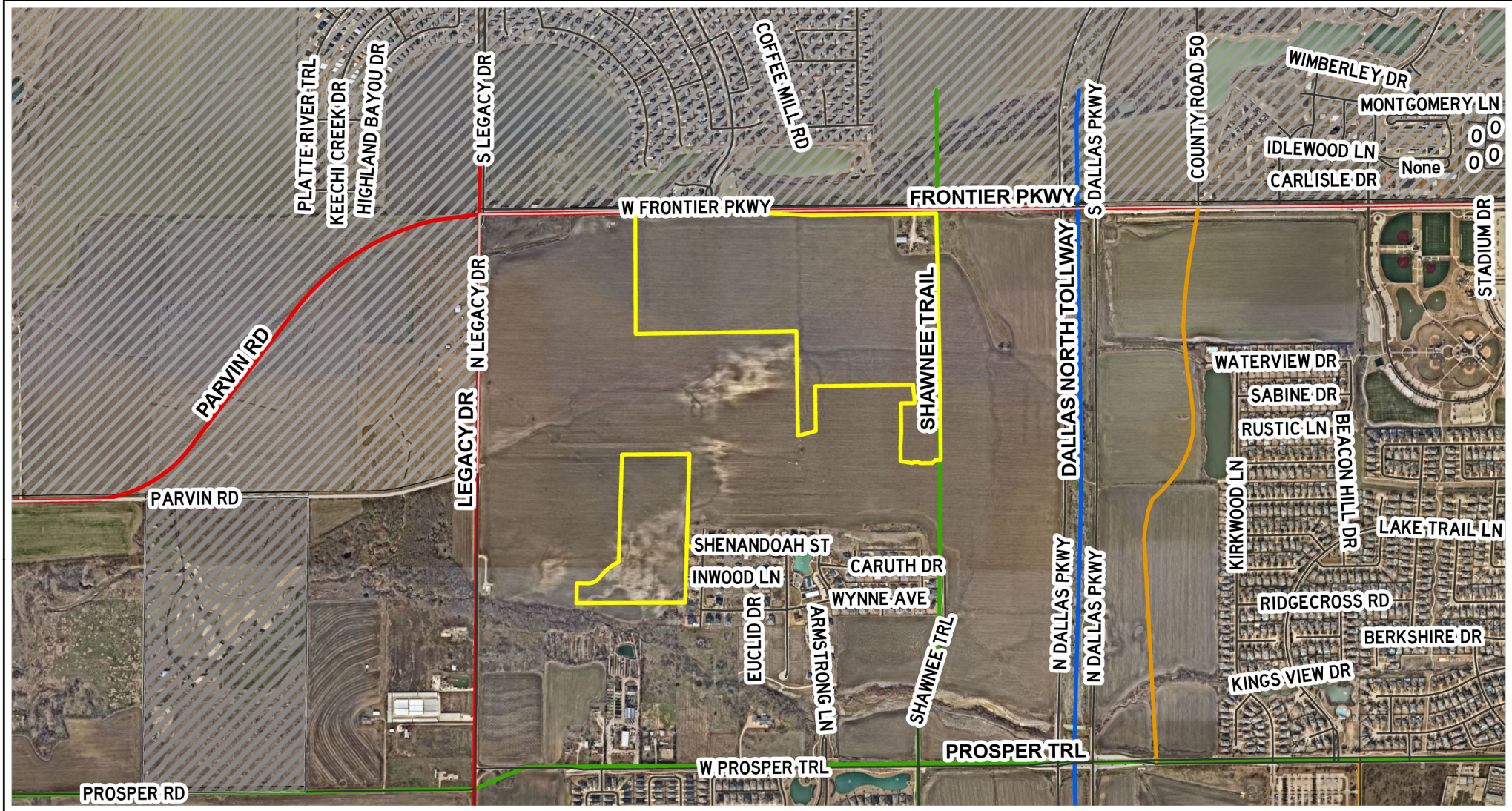
1. Staff recommends approval of the request subject to the following:
 - a. Limiting 8F Type Lots to a maximum of 75, 9F Type Lots to a maximum of 57, 10F Type Lots to a maximum of 148, and
 - b. Increasing the minimum dwelling size to 1,800 square feet for all proposed lot types.
 - c. Town Council approval of a Development Agreement, including, but not limited to, architectural building materials.

Proposed Motion:

I move to approve the request to rezone a portion of Planned Development-36, and a portion of Planned Development-63, to Planned Development (PD) for Legacy Gardens, on 121.4± acres, in order to modify the residential development standards, including but not limited to reducing permitted lot sizes, located on the south side of Frontier Parkway, west of Dallas Parkway. (Z20-0019).

Z20-0019 - Legacy Gardens

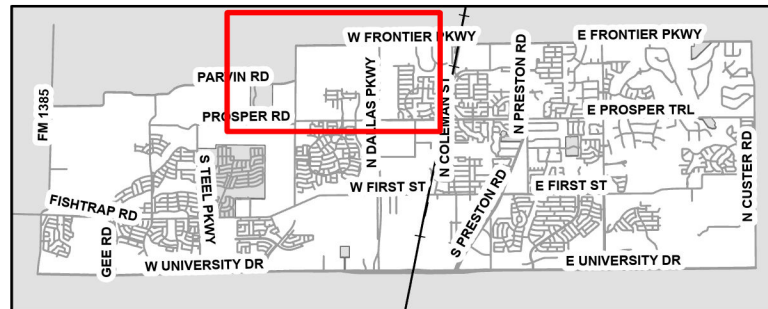
Item 5.



This map is for illustration purposes only.



0 500 1000 2000 Feet



ZONING TRACT 1 DESCRIPTION

BEING a tract of land situated in the Collin County School Land Survey No. 12, Abstract No. 147, Town of Prosper, Collin County, Texas and being a portion of a remainder of a called 221.617 acre tract of land described in a Special Warranty Deed to BGY Prosper 221 LLC (now known as Risland Prosper 221 LLC), recorded in Instrument No. 20171122001544530 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at the northeast corner of said 221.617 acre tract, same being on the centerline of W. Frontier Parkway;

THENCE South 00°45'38" East, along the easterly line of said 221.617 acre tract and the centerline of future Shawnee Trail, a distance of 2,169.50 feet to a point for corner;

THENCE South 89°14'22" West, over and across said remainder, a distance of 45.00 feet to a point at the beginning of a non-tangent curve to the right with a radius of 269.50 feet, a central angle of 10°34'07", and a chord bearing and distance of South 04°31'26" West, 49.84 feet;

THENCE in a southerly direction, with said non-tangent curve to the right, an arc distance of 49.71 feet to a point at the beginning of a reverse curve to the left with a radius of 290.50 feet, a central angle of 10°34'07", and a chord bearing and distance of South 04°31'26" West, 53.51 feet;

THENCE in a southerly direction, with said reverse curve to the left, an arc distance of 53.59 feet to a point for corner;

THENCE South 00°45'38" East, a distance of 113.50 feet to a point for corner;

THENCE South 44°14'22" West, a distance of 35.36 feet to a point for corner;

THENCE South 89°14'22" West, a distance of 120.00 feet to a point for corner;

THENCE North 45°45'38" West, a distance of 14.14 feet to a point for corner;

THENCE North 89°22'29" West, a distance of 50.01 feet to a point for corner;

THENCE South 46°01'52" West, a distance of 13.69 feet to a point for corner;

THENCE North 86°09'46" West, a distance of 17.25 feet to a point for corner;

THENCE North 85°31'16" West, a distance of 103.54 feet to a point for corner, being the southeast corner of a called 13.038 acre tract of land ("Tract 1") described in Donation Deed to Prosper Independent School District recorded in Instrument No. 20200817001343650 of the O.P.R.C.C.T.;

THENCE along the east, north and west lines of said 13.038 acre tract the following courses:
North 00°45'45" West, a distance of 136.18 feet to a point at the beginning of a tangent curve to the right with a radius of 861.02 feet, a central angle of 07°59'25", and a chord bearing and distance of North 03°13'58" East, 119.98 feet;

In a northerly direction, with said tangent curve to the right, an arc distance of 120.08 feet to a point at the beginning of a reverse curve to the left with a radius of 168.91 feet, a central angle of 07°59'42", and a chord bearing and distance of North 03°13'58" East, 23.55 feet;

In a northerly direction, with said reverse curve to the left, an arc distance of 23.57 feet to a point for corner;

North 00°45'45" West, a distance of 271.36 feet to a point for corner;

North 89°14'15" East, a distance of 130.00 feet to a point for corner;

North 00°45'45" West, a distance of 48.74 feet to a point for corner;

North 08°40'57" West, a distance of 59.23 feet to a point at the beginning of a non-tangent curve to the right with a radius of 325.00 feet, a central angle of 06°05'52", and a chord bearing and distance of North 03°48'41" West, 34.57 feet;

In a northerly direction, with said non-tangent curve to the right, an arc distance of 34.59 feet to a point for corner;

North 00°45'45" West, a distance of 32.21 feet to a point for corner;

South 89°14'15" West, a distance of 935.00 feet to a point for corner;

South 00°45'42" East, a distance of 404.65 feet to a point at the beginning of a non-tangent curve to the left with a radius of 270.00 feet, a central angle of 28°50'10", and a chord bearing and distance of South 15°10'50" East, 134.46 feet;

In a southerly direction, with said non-tangent curve to the left, an arc distance of 135.89 feet to a point for corner in the westerly line of said 13.038 acre tract, same being on the east line of a future right of way;

THENCE South 68°39'23" West, over and across said future right of way, a distance of 62.80 feet to a point in the west line of said future right of way, and being at the beginning of a non-tangent curve to the right with a radius of 88.50 feet, a central angle of 08°04'01", and a chord bearing and distance of South 17°18'37" East, 12.45 feet;

THENCE in a southerly direction, with the west line of said future right of way, and with said non-tangent curve to the right, an arc distance of 12.46 feet to a point for corner;

THENCE South 13°16'37" East, continuing along the west line of said future right of way, a distance of 25.77 feet to a point at the beginning of a tangent curve to the right with a radius of 63.50 feet, a central angle of 28°00'09", and a chord bearing and distance of South 00°43'28" West, 30.73 feet;

THENCE in a southerly direction, with the west line of said future right of way, and with said tangent curve to the right, an arc distance of 31.03 feet to a point for corner;

THENCE South 89°12'50" West, over and across said remainder of 221.617 acre tract, a distance of 117.66 feet to a point for corner being the southeast corner of a called 120.5159 acre tract of land described in Special Warranty Deed to LegacyFrontier, LLC by Instrument No. 20150203000121210 of the O.P.R.C.C.T.;

THENCE North 01°14'03" West, along the east line of said 120.5159 acre tract, and west line of said remainder of 221.617 acre tract a distance of 1,151.04 feet to a point for corner being the easterly, northeast corner of said 120.5159 acre tract;

THENCE South 89°12'33" West, along a northerly line of said 120.5159 acre tract, and a southerly line of said remainder of 221.617 acre tract, a distance of 1,532.96 feet to a point for corner being the southwest corner of said remainder of 221.617 acre tract;

THENCE North 00°00'13" East, along an easterly line of said 120.5159-acre tract and a westerly line of said remainder of 221.617 acre tract, a distance of 1,155.80 feet to a point for corner being the northerly, northwest corner of said remainder of 221.617 acre tract, same being on the centerline of aforesaid W. Frontier Parkway;

THENCE North 89°23'50" East, along the northerly line of said remainder of 221.617 acre tract and the centerline of said W. Frontier Parkway, a distance of 2,856.49 feet to the POINT OF BEGINNING and containing 99.47 acres of land, more or less.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Michael B. Marx
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- NOTES:
- The thoroughfare alignments shown on this exhibit are for illustrative purposes only. The alignment of each thoroughfare will be finalized at the time of preliminary plat and will be established at the time of final plat.
 - Refer to Exhibit B for planned development standards.
 - Existing zoning district boundaries from Town of Prosper GIS site, 6/9/2020.
 - According to Flood Insurance Rate Map (FIRM) map no. 48085C0115J with LOMR #17-06-1400p effective 1/16/2018 prepared by Federal Emergency Management Agency (FEMA) for Denton Collin county, Texas this property is within Zone X, A and Zone AE.
 - PISD Tracts are shown for illustrative purposes only and do not reflect actual approved conditions.
 - Exact size for the parks to be coordinated with the Town of Prosper.

ZONING TRACT 2 DESCRIPTION

BEING a tract of land situated in the Collin County School Land Survey No. 12, Abstract No. 147, Town of Prosper, Collin County, Texas and being a portion of a remainder of a called 76.131 acre tract of land described in a Special Warranty Deed to BGY Prosper 221 LLC (now known as Risland Prosper 221 LLC), recorded in Instrument No. 20171222001687580 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being more particularly described by metes and bounds as follows:

COMMENCING at a point being the southeast corner of a called 120.5159 acre tract of land described in Special Warranty Deed to LegacyFrontier, LLC by Instrument No. 20150203000121210 of the O.P.R.C.C.T., same being a southerly northwest corner of a remainder of a called 221.617 acre tract of land described in a Special Warranty Deed to BGY Prosper 221 LLC (now known as Risland Prosper 221 LLC), recorded in Instrument No. 20171121001544530 of the O.P.R.C.C.T.;

THENCE South 89°12'50" West, along the south line of said 120.5159 acre tract, and north line of said remainder of 221.617 acre tract, a distance of 1,063.34 feet to a point for corner being the northeast corner of said remainder of 76.131 acre tract, and being a southerly northwest corner of said remainder of 221.617 acre tract, and being the POINT OF BEGINNING of the herein described tract;

THENCE South 01°49'26" West, along the east line of said remainder of 76.131 acre tract, west line of said remainder of 221.617 acre tract, and west line of Block H, Inwood Lane (a 50-foot right of way), and Block D of Legacy Gardens Phase 1 recorded in Instrument No. 20190913610003930 of the O.P.R.C.C.T., a distance of 1,360.83 feet to a point for corner, being in the west line of Lot 2, of said Block D;

THENCE North 88°10'34" West, over and across said remainder of 76.131 acre tract, a distance of 659.87 feet to a point in the south line of a future right of way, being at the beginning of a non-tangent curve to the right with a radius of 275.00 feet, a central angle of 02°31'31", and a chord bearing and distance of South 49°03'26" West, 12.12 feet;

THENCE in a westerly direction, with the south line of said future right of way, and with said non-tangent curve to the right, an arc distance of 12.12 feet to a point for corner;

THENCE with the south line of said future right of way the following courses:

South 50°19'12" West, a distance of 24.57 feet to a point at the beginning of a tangent curve to the right with a radius of 325.00 feet, a central angle of 40°58'05", and a chord bearing and distance of South 70°48'14" West, 227.46 feet;

In a westerly direction, with said tangent curve to the right, an arc distance of 232.38 feet to a point for corner;

North 88°42'44" West, a distance of 25.00 feet to a point at the beginning of a tangent curve to the left with a radius of 240.50 feet, a central angle of 04°21'28", and a chord bearing and distance of South 89°06'32" West, 18.29 feet;

In a westerly direction, with said tangent curve to the left, an arc distance of 18.29 feet to a point for corner;

South 86°55'48" West, a distance of 46.70 feet to a point at the beginning of a tangent curve to the right with a radius of 261.50 feet, a central angle of 40°58'05", and a chord bearing and distance of South 89°06'32" West, 19.88 feet;

In a westerly direction, with said tangent curve to the right, an arc distance of 19.89 feet to a point for corner;

North 88°42'44" West, a distance of 25.21 feet to a point for corner being the southeasterly corner of a called 38.572 acre tract of land described in Special Warranty Deed to Prosper Independent School District by Instrument No. 20200817001344070 of the O.P.R.C.C.T.;

THENCE with the east line of said 38.572 acre tract, and over and across said future right the following courses:

North 01°17'16" East, a distance of 190.00 feet to a point for corner;

South 88°43'44" East, a distance of 102.12 feet to a point at the beginning of a non-tangent curve to the right with a radius of 140.02 feet, a central angle of 55°04'27", and a chord bearing and distance of North 63°47'28" East, 129.47 feet;

In an easterly direction, with said non-tangent curve to the right, an arc distance of 134.59 feet to a point at the beginning of a non-tangent curve to the left with a radius of 460.00 feet, a central angle of 29°16'34", and a chord bearing and distance of North 50°53'16" East, 232.50 feet;

In an easterly direction, with said non-tangent curve to the left, an arc distance of 235.04 feet to a point for corner;

North 01°14'29" East, a distance of 1,038.20 feet to a point for corner being the northeast corner of said 38.572 acre tract, and being in the south line of said 120.5159 acre tract;

THENCE North 89°05'09" East, along the south line of said 120.5159 acre tract, and a north line of said remainder of 221.617 acre tract, a distance of 645.43 feet to the POINT OF BEGINNING and containing 21.96 acres of land, more or less.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Michael B. Marx
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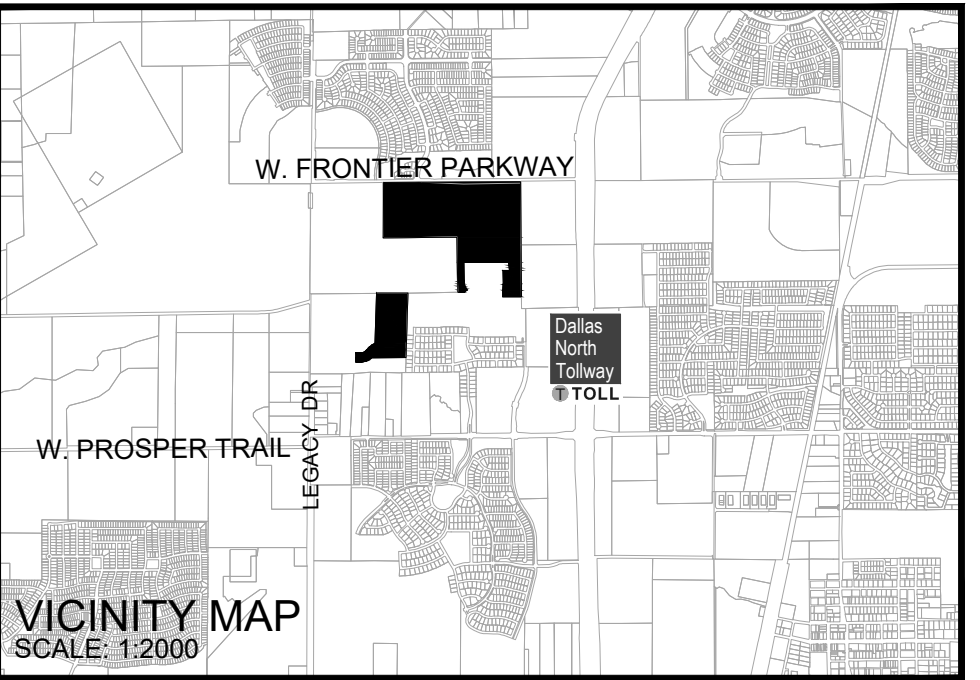


EXHIBIT A Legacy Gardens

±297.75 ACRES IN THE COLLIN COUNTY SCHOOL SURVEY,
ABSTRACT #147 IN THE TOWN OF PROSPER,
COLLIN COUNTY, TEXAS April 2022

APPLICANT / OWNER:
Risland Prosper 221 LLC
5600 Tennyson Parkway
Suite 225
Plano, TX 75024
P (281) 682-7321
E michael.hanschen@rislandus.com
Contact: Michael Hanschen

ENGINEER / SURVEYOR:
Kimley-Horn and Associates
State of Texas Registration No. F-928
6160 Warren Parkway
Suite 200
Frisco, TX 75034
P (972) 335-3580
Contact: Thomas G. Coppin, PE



EXHIBIT B**Statement of Intent and Purpose for Legacy Gardens, Town of Prosper, Texas**

Legacy Gardens is a residential community designed for all ages with homes and amenities that appeal to a variety of tastes and lifestyles. Single family residential development is the primary land use in Legacy Gardens and includes a mix of different lot sizes, housing styles and materials reminiscent of traditional American neighborhoods that developed more “organically” as each home was individually built. Complementary schools and recreational facilities will also occupy a significant portion of the property.

Legacy Gardens is designed as a single, cohesive neighborhood with consistent, high standards of design and maintenance. At its core is a roughly 4-acre amenity site with clubhouse, resort style pool, engaging play equipment, a small, serene lake and abundant landscape. The amenity center functions as a modern, suburban “town square” for the neighborhood.

Standards and criteria that follow are aimed at ensuring a high-quality appearance and are also intended to create a community with timeless character. These standards and criteria will result in a community where Legacy Gardens’ residents are proud of owning a home, excited when returning home, and relaxed and peaceful when at home.

EXHIBIT C:**Development Standards for Legacy Gardens (Tracts 1 and 2), Town of Prosper, Texas**

Conformance with the Town's Zoning Ordinance and Subdivision Ordinance: Except as otherwise set forth in these Development Standards, the regulations of the Town's Zoning Ordinance (Ordinance No. 05-20 as it currently exists or may be amended) and Subdivision Ordinance (as it currently exists or may be amended) shall apply to the Property ("Tract 1 and Tract 2" as illustrated on Exhibit D).

1. Planned Development – Residential – 121.4 gross acres

- 1.1. Definition: Single Family shall mean the use of a lot with one building designed for and containing not more than one unit with facilities for living, sleeping, and eating therein.
- 1.2. Density: The maximum number of single-family-detached units for the Property is 300, subject to the limits per Lot Type specified in Table 1.
- 1.3. Permitted Uses: Land uses allowed within the Property shall consist of Single-Family Residential uses including the following: Uses followed by a "C" are permitted subject to conditional development standards. Conditional development standards are set forth in Chapter 3, Section 1 of the Town's Zoning Ordinance.
 - a. Public or Private Parks, playgrounds and neighborhood recreation facilities including, but not limited to, swimming pools, clubhouse facilities and tennis courts
 - b. Schools – public or private
 - c. Temporary real estate sales offices for each builder during the development and marketing of the Planned Development which shall be removed no later than 30 days following the final issuance of the last Certificate of Occupancy (CO) on the last lot owned by that builder.
 - d. Temporary buildings of the builders and uses incidental to construction work on the premises, which shall be removed upon completion of such work.
 - e. Utility distribution lines and facilities. Electric substations shall be allowed at the sole discretion of the Developer.
 - f. Accessory buildings incidental to the allowed use and constructed of the same materials as the main structure.
 - g. Guest House
 - h. Home Occupation C
 - i. Model Home

1.4. Lot Types: The single family detached lots developed within the Properties shall be in accordance with the following Lot Types:

- a. Type 8F Lots: Minimum 8,000 square foot lots
- b. Type 9F Lots: Minimum 9,000 square foot lots
- c. Type 10F Lots: Minimum 10,000 square foot lots

1.5. Area and building regulations:

- a. Type 8F Lots: The area and building standards for Type 8F Lots are as follows and as set forth in Table 1:
 - A. Minimum Lot Size. The minimum lot size for Type 8F Lots shall be 8,000 square feet. A typical lot will be 66' x 125' but may vary as long as the requirements in Table 1 are accommodated.
 - B. Minimum Lot Width. The minimum lot width for Type 8F Lots shall be sixty feet (60').
 - C. Minimum Yard Setbacks.
 - i. Minimum Front yard Setback: The typical front yard setback for Type 8F Lots shall be twenty feet (20') and a minimum of fifteen feet (15'). Front setbacks shall be staggered +/- 5' at time of preliminary plat. Front-facing garage doors shall be located no closer than twenty-five feet (25') from the front property line.
 - ii. Minimum Side yard Setbacks
 - a) The minimum side yard setbacks shall be eight feet (8').
 - b) For corner lots, the minimum side yard setbacks shall be fifteen feet (15') on the street side.
 - iii. Minimum Rear yard Setbacks. The minimum rear yard setback shall be twenty-five feet (25'). Front Setbacks shall be staggered +/- 5' at time of preliminary plat, and where a twenty-five foot (25') Front Setback is shown, the Rear Setback shall be reduced to twenty feet (20').
 - iv. Permitted Encroachment.
 - a) Front porches, roof eaves, porte-cocheres, balconies, suspended planter or flower boxes, box or bay windows, awnings and chimneys may encroach into the front yard setback up to three feet (3')

- b) Fireplaces, awnings, overhang eaves, suspended planter or flower boxes, and box or bay windows may encroach up to three feet (3') into side setbacks
- D. Minimum Floor Space. Each dwelling constructed on a Type 8F Lot shall contain a minimum of 1,200 square feet of floor space. Floor space shall include air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main dwelling.
- E. Height. The maximum height for structures on Type 8F Lots shall be forty feet (40').
- F. Front Porches. A minimum of one-third (1/3) of Type 8F Lots shall have a front porch, subject to the following regulations.
 - i. Homes located directly across from pocket parks or other community open space identified on the Concept Plan (Exhibit D) shall have a porch.
 - ii. The minimum porch depth shall be seven feet (7') when less than eighteen feet (18') wide, and no less than six feet (6') otherwise.
 - iii. The developer shall be responsible for ensuring the number of front porches meet these design standards and shall provide the City with proof of compliance at the time of final preliminary plat submittal.
- G. House Pad Width. Type 8F lots shall have a minimum pad width of forty-three feet, six inches (43' 6").
- H. Driveways. Driveways fronting on a street on Type 8F Lots shall be constructed of the following materials: concrete, brick pavers, stone, interlocking pavers, stamped concrete, or concrete with stone or brick border.
- I. Exterior Surfaces.
 - i. Masonry is defined as clay fired brick, natural and manufactured stone, granite, marble, stucco, cementitious material, and architectural concrete block. The exterior facades of a main building or structure, excluding glass windows and doors shall be constructed of one hundred percent (100%) masonry, subject to the following conditions:
 - a) Stucco on structures on Type 8F Lots shall be traditional 3-coat process cement plaster stucco.
 - b) Cementitious materials may be used for architectural features, including window box-outs, bay windows, roof dormers, garage door headers, columns, chimneys not part of an exterior wall, or other architectural features approved by the Director of Development Services.
 - c) Cementitious materials may constitute up to 50% of the area for stories other than the first story.

- d) On side and rear elevations, cementitious materials may not be used as a facade cladding material for portions of upper stories that are in the same vertical plan as the first story.
 - e) On front elevations and side elevations facing streets, cementitious materials may be used as a façade cladding material for up to 20% of the front elevation area.
 - ii. EIFS. EIFS (Exterior Insulating and Finish Process) is not allowed on structures on Type 8F Lots.
 - iii. Chimneys. Chimneys located on an exterior wall must be one hundred percent (100%) masonry on Type 8F Lots.
- J. Roofing.
- i. Structures constructed on Type 8F Lots shall have a composition, slate, clay tile, standing seam metal, or cement/concrete tile roof.
 - ii. Metal roofs shall be non-reflective colors.
 - iii. The main roof pitch of any structure shall have a minimum slope of 8" in 12". Clay tile roofs shall have a minimum slope of 3" in 12".
 - iv. The minimum roof pitch on other elements such as dormers, porches, bay windows, and other appurtenances shall be 4" in 12".
- K. Garages.
- i. Homes shall have a minimum of two (2) car garage bays. Garage doors may be constructed of either metal, fiberglass or wood.
 - ii. Metal or fiberglass doors shall be constructed to give the appearance of real wood doors when viewed from any street.
 - iii. Wood doors may consist of paint or stain grade wood (Cedar, Ash, Hemlock, etc.).
 - iv. Doors may be single or double wide doors.
 - v. Additionally, two of the following upgrades must be incorporated:
 - Single doors must be separated by a masonry column
 - Garage doors may be "carriage style door" designs giving the appearance of classic swing-open design with the flexibility of an overhead door.
 - Doors may incorporate decorative hardware.

- Doors may incorporate windows.
- L. Plate Height. Each structure on a Type 8F Lot shall have a minimum principal plate height of 9' on the first floor.
- M. Fencing. No fence, wall or hedge on a Type 8F Lot shall exceed six feet (6') in height unless otherwise specifically required by the Town of Prosper or originally constructed prior to the date of this Ordinance.
- i. Corner lots shall utilize decorative metal fence no greater than five feet (5') in height in the required street-side side yard.
- N. Air Conditioners. No window or wall air conditioning units will be permitted on structures on Type 8F Lots. Outside condensing units (compressors) which are not located within a privacy fenced area shall be screened by shrubbery save and except access and service space to the condensing units which may not be visible from the street.
- O. Plan Elevations. On Type 8F Lots, plan elevations shall repeat no closer than every fourth (4th) home on the same side of a street and every third (3rd) home on the opposite side of the street.
- P. Accessory Structures. Accessory structures used as a garage will be allowed.
- i. Accessory structures shall be subject to the same exterior construction and architectural standards as the main dwelling.
- ii. Accessory structures shall be separate from the main dwelling by a minimum of ten (10) feet, have a minimum rear yard setback of ten feet (10'), and a minimum side yard setback of eight feet (8').
- b. Type 9F Lots: The area and building standards for Type 9F Lots are as follows and as set forth in Table 1:
- A. Minimum Lot Size. The minimum lot size for Type 9F Lots shall be 9,000 square feet. A typical lot will be 76' x 130' but may vary as long as the requirements in Table 1 are accommodated.
- B. Minimum Lot Width. The minimum lot width for Type 9F Lots shall be seventy feet (70').
- C. Minimum Yard Setbacks.
- i. Minimum Front yard Setback: The typical front yard setback for Type 9F Lots shall be twenty-five feet (25') and a minimum of twenty feet (20'). Front setbacks shall be staggered +/- 5' at time of preliminary plat. Front-facing

garage doors shall be located no closer than twenty-five feet (25') from the front property line.

ii. Minimum Side yard Setbacks

- a) The minimum side yard setbacks shall be eight feet (8').
- b) For corner lots, the minimum side yard setbacks shall be fifteen feet (15') on the street side.

iii. Minimum Rear yard Setbacks. The minimum rear yard setback shall be twenty-five feet (25'). Front Setbacks shall be staggered +/- 5' at time of preliminary plat, and where a thirty foot (30') Front Setback is shown, the Rear Setback shall be reduced to twenty feet (20').

iv. Permitted Encroachment.

- a) Front porches, roof eaves, porte-cocheres, balconies, suspended planter or flower boxes, box or bay windows, awnings and chimneys may encroach into the front yard setback up to five feet (5')
- b) Swing-in garages may encroach into required front yards up to ten feet (10'). The side of the garage facing the street shall have a minimum of one (1) 3'x5' window and the portion of the garage that extends over the front building line shall be limited to one story in height.
- c) Fireplaces, awnings, overhang eaves, suspended planter or flower boxes, and box or bay windows may encroach up to three feet (3') into side setbacks

D. Minimum Floor Space. Each dwelling constructed on a Type 9F Lot shall contain a minimum of 1,400 square feet of floor space. Floor space shall include air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main dwelling.

E. Height. The maximum height for structures on Type 9F Lots shall be forty feet (40').

F. Front Porches. A minimum of twenty-five percent (25%) of Type 9F Lots shall have a front porch, subject to the following regulations.

- i. Homes located directly across from pocket parks or other community open space identified on the Concept Plan (Exhibit D) shall have a porch.
- ii. The minimum porch depth shall be seven feet (7') when less than eighteen feet (18') wide, and no less than six feet (6') otherwise.
- iii. The minimum porch width for a house with a split garage door shall be seven feet (7').

- iv. The minimum porch width for a house without a split garage door shall be ten feet (10').
 - v. The developer shall be responsible for ensuring the number of front porches meet these design standards and shall provide the City with proof of compliance at the time of final preliminary plat submittal.
- G. House Pad Width. Type 9F lots shall have a minimum pad width of fifty-three feet, six inches (53' 6").
- H. Driveways. Driveways fronting on a street on Type 9F Lots shall be constructed of the following materials: concrete, brick pavers, stone, interlocking pavers, stamped concrete, or concrete with stone or brick border.
- I. Exterior Surfaces.
- i. Masonry is defined as clay fired brick, natural and manufactured stone, granite, marble, stucco, cementitious material, and architectural concrete block. The exterior facades of a main building or structure, excluding glass windows and doors shall be constructed of one hundred percent (100%) masonry, subject to the following conditions:
 - a) Stucco on structures on Type 9F Lots shall be traditional 3-coat process cement plaster stucco.
 - b) Cementitious materials may be used for architectural features, including window box-outs, bay windows, roof dormers, garage door headers, columns, chimneys not part of an exterior wall, or other architectural features approved by the Director of Development Services.
 - c) Cementitious materials may constitute up to 50% of the area for stories other than the first story.
 - d) On side and rear elevations, cementitious materials may not be used as a facade cladding material for portions of upper stories that are in the same vertical plan as the first story.
 - e) On front elevations and side elevations facing streets, cementitious materials may be used as a façade cladding material for up to 20% of the front elevation area.
 - ii. EIFS. EIFS (Exterior Insulating and Finish Process) is not allowed on structures on Type 9F Lots.
 - iii. Chimneys. Chimneys located on an exterior wall must be one hundred percent (100%) masonry on Type 9F Lots.

K. Roofing.

- i. Structures constructed on Type 9F Lots shall have a composition, slate, clay tile, standing seam metal, or cement/concrete tile roof.
- ii. Metal roofs shall be non-reflective colors.
- iii. The main roof pitch of any structure shall have a minimum slope of 8" in 12". Clay tile roofs shall have a minimum slope of 3" in 12".
- iv. The minimum roof pitch on other elements such as dormers, porches, bay windows, and other appurtenances shall be 4" in 12".

L. Garages.

- i. Homes shall have a minimum of two (2) car garage bays but no more than three (3).
- ii. Homes with three (3) garages shall not have more than two (2) garage bays facing the street.
- iii. Carports or three (3) car front facing garages shall not be permitted.
- iv. Garage doors may be constructed of either metal, fiberglass or wood.
- v. Metal or fiberglass doors shall be constructed to give the appearance of real wood doors when viewed from any street.
- vi. Wood doors may consist of paint or stain grade wood (Cedar, Ash, Hemlock, etc.).
- vii. Doors may be single or double wide doors.
- viii. Additionally, two of the following upgrades must be incorporated:
 - Single doors must be separated by a masonry column of no less than twelve inches (12") in width.
 - Garage doors may be "carriage style door" designs giving the appearance of classic swing-open design with the flexibility of an overhead door.
 - Doors may incorporate decorative hardware.
 - Doors may incorporate windows.

M. Plate Height. Each structure on a Type 9F Lot shall have a minimum principal plate height of 9' on the first floor.

- N. Fencing. No fence, wall or hedge on a Type 9F Lot shall exceed six feet (6') in height unless otherwise specifically required by the Town of Prosper or originally constructed prior to the date of this Ordinance.
- i. All Type 9F Lots backing or siding to Open Space shall have a decorative metal fence abutting to said open space.
 - ii. Corner lots shall utilize decorative metal fence no greater than five feet (5') in height in the required street-side side yard.
- O. Air Conditioners. No window or wall air conditioning units will be permitted on structures on Type 9F Lots. Outside condensing units (compressors) which are not located within a privacy fenced area shall be screened by shrubbery save and except access and service space to the condensing units which may not be visible from the street.
- P. Plan Elevations. On Type 9F Lots, plan elevations shall repeat no closer than every fourth (4th) home on the same side of a street and every third (3rd) home on the opposite side of the street.
- Q. Accessory Structures. Accessory structures used as a garage will be allowed.
- i. Accessory structures shall be subject to the same exterior construction and architectural standards as the main dwelling.
 - ii. Accessory structures shall be separate from the main dwelling by a minimum of ten (10) feet, have a minimum rear yard setback of ten feet (10'), and a minimum side yard setback of eight feet (8').
- c. Type 10F Lots: The area and building standards for Type 10F Lots are as follows and as set forth in Table 1:
- A. Minimum Lot Size. The minimum lot size for Type 10F Lots shall be 10,000 square feet. A typical lot will be 86' x 130' but may vary as long as the requirements in Table 1 are accommodated.
 - B. Minimum Lot Width. The minimum lot width for Type 10F Lots shall be eighty feet (80').
 - C. Minimum Yard Setbacks.
 - i. Minimum Front yard Setback: The typical front yard setback for Type 10F Lots shall be twenty-five feet (25') and a minimum of twenty feet (20'). Front setbacks shall be staggered +/- 5' at time of preliminary plat. Front-facing garage doors shall be located no closer than twenty-five feet (25') from the front property line.

- ii. Minimum Side yard Setbacks
 - a) The minimum side yard setbacks shall be eight feet (8').
 - b) For corner lots, the minimum side yard setbacks shall be fifteen feet (15').
- iii. Minimum Rear yard Setbacks. The minimum rear yard setback shall be twenty-five feet (25'). Front Setbacks shall be staggered +/- 5' at time of preliminary plat, and where a thirty foot (30') Front Setback is shown, the Rear Setback shall be reduced to twenty feet (20').
- iv. Permitted Encroachment.
 - a) Front porches, roof eaves, porte-cocheres, balconies, suspended planter or flower boxes, box or bay windows, awnings and chimneys may encroach into the front yard setback up to five feet (5')
 - b) Swing-in garages may encroach into required front yards up to ten feet (10'). The side of the garage facing the street shall have a minimum of one (1) 3'x5' window and the portion of the garage that extends over the front building line shall be limited to one story in height.
 - c) Fireplaces, awnings, overhang eaves, suspended planter or flower boxes, and box or bay windows may encroach up to three feet (3') into side setbacks
- D. Minimum Floor Space. Each dwelling constructed on a Type 10F Lot shall contain a minimum of 1,500 square feet of floor space. Floor space shall include air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main dwelling.
- E. Height. The maximum height for structures on Type 10F Lots shall be forty feet (40').
- F. House Pad Width. Type 10F lots shall have a minimum pad width of sixty-three feet, six inches (63' 6").
- G. Driveways. Driveways fronting on a street on Type 10F Lots shall be constructed of the following materials: concrete, brick pavers, stone, interlocking pavers, stamped concrete, or concrete with stone or brick border.
- H. Exterior Surfaces.
 - i. Masonry is defined as clay fired brick, natural and manufactured stone, granite, marble, stucco, cementitious material, and architectural concrete block. The exterior facades of a main building or structure, excluding glass windows and doors shall be constructed of one hundred percent (100%) masonry.
 - ii. EIFS. EIFS (Exterior Insulating and Finish Process) is not allowed on structures on Type 10F Lots.

- iii. Chimneys. Chimneys located on an exterior wall must be one hundred percent (100%) masonry on Type 10F Lots.

J. Roofing.

- i. Structures constructed on Type 10F Lots shall have a composition, slate, clay tile, standing seam metal, or cement/concrete tile roof.
- ii. Metal roofs shall be non-reflective colors.
- iii. The main roof pitch of any structure shall have a minimum slope of 8" in 12". Clay tile roofs shall have a minimum slope of 3" in 12".
- iv. The minimum roof pitch on other elements such as dormers, porches, bay windows, and other appurtenances shall be 4" in 12".

K. Garages.

- i. Homes shall have a minimum of two (2) car garages but no more than four (4).
- ii. Homes with three (3) or more garage bays shall not have more than two (2) garage doors facing the street.
- iii. Carports or three (3) car front facing garages shall not be permitted.
- iv. Garage doors may be constructed of either metal, fiberglass or wood.
- v. Metal or fiberglass doors shall be constructed to give the appearance of real wood doors when viewed from any street.
- vi. Wood doors may consist of paint or stain grade wood (Cedar, Ash, Hemlock, etc.).
- vii. Doors may be single or double wide doors.
- viii. Additionally, two of the following upgrades must be incorporated:
 - Single doors must be separated by a masonry column of no less than twelve inches (12") in width.
 - Garage doors may be "carriage style door" designs giving the appearance of classic swing-open design with the flexibility of an overhead door.
 - Doors may incorporate decorative hardware.
 - Doors may incorporate windows.

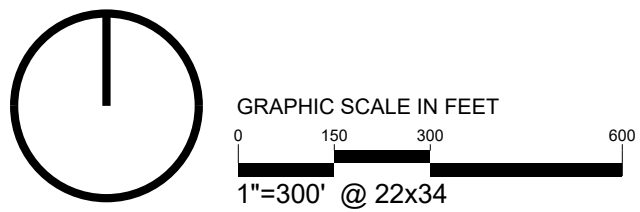
- L. Plate Height. Each structure on a Type 10F Lot shall have a minimum principal plate height of 9' on the first floor.

- M. Fencing. No fence, wall or hedge on a Type 10F Lot shall exceed six feet (6') in height unless otherwise specifically required by the Town of Prosper or originally constructed prior to the date of this Ordinance.
- i. All Type 10F Lots backing or siding to Open Space shall have a decorative metal fence abutting to said open space.
 - ii. Corner lots shall utilize decorative metal fence no greater than five feet (5') in height in the required street-side side yard.
- N. Air Conditioners. No window or wall air conditioning units will be permitted on structures on Type 10F Lots. Outside condensing units (compressors) which are not located within a privacy fenced area shall be screened by shrubbery save and except access and service space to the condensing units which may not be visible from the street.
- O. Plan Elevations. On Type 10F Lots, plan elevations shall repeat no closer than every fourth (4th) home on the same side of a street and every third (3rd) home on the opposite side of the street.
- P. Accessory Structures. Accessory structures used as a garage will be allowed.
- i. Accessory structures shall be subject to the same exterior construction and architectural standards as the main dwelling.
 - ii. Accessory structures shall be separate from the main dwelling by a minimum of ten (10) feet, have a minimum rear yard setback of ten feet (10'), and a minimum side yard setback of eight feet (8').

Table 1:

Type/Name	8F	9F	10F
Nominal Lot Size (ft)	66x125	76x130	86x130
Min lot size (SF)	8,000	9,000	10,000
Minimum Number	N/A	N/A	125
Garage Orientation	Front	Front / J-Swing	Front / J-Swing
Min Building Pad Width	43' 6"	53' 6"	63' 6"
Min Dwelling Area (living sf)	1,200	1,400	1,500
Min Front Yard (ft)	20*	25*	25*
Min Side Yard (ft)	8/8	8/8	8/8
Corner Lot Side Yard (ft)	15	15	15
Min Rear Yard (ft)	25*	25*	25*
Max Building Height (ft)	40	40	40
Max Lot Coverage	45%	45%	45%
Min Lot Width (ft)	60	70	80
Min Lot Depth (ft)	115	120	120

*Front setbacks shall be staggered +/- 5' from those shown in the table at time of preliminary plat. Where a 25' Front Setback is shown (30' for 9F or 10F Lots), the Rear Setback shall be reduced to 20 foot. Front porches, roof eaves, porte-cocheres and chimneys may encroach into the front yard setback, but in no event shall the front yard setback be less than 20 feet.



Land Use Acreage Summary

Perimeter Thoroughfare Rights of Way (ROW)	9.6
Perimeter ROW Buffers	3.6
Public Park	0.7
Public Schools & Assoc. Easements	51.6
Open Space & Pocket Parks	45.2
Phases One and Two	65.6
Area Subject to Zoning	121.4
Total	297.8

Open Space Acreage Summary

Open Space	45.2
Area (Net ROW, Buffers, Park & Schools)	232.3
Total Percent Open Space	19.5%

Lot Type Summary

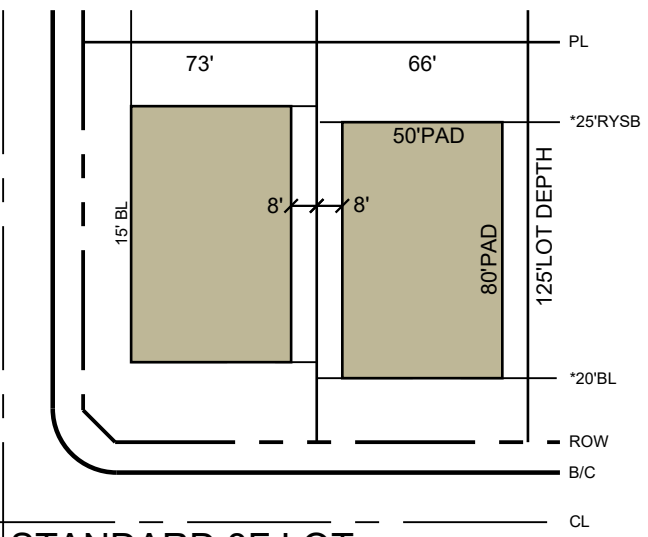
Proposed Lots		
8F (66'x125')	75	14.6%
9F (76'x130')	57	11.1%
10F (86'x130')	148	28.8%

Existing Platted Lots

Type I (10,000 SF)	17	3.3%
Type II (11,000 SF)	167	32.5%
Type III (12,500 SF)	34	6.6%
PD-74-15 (15,000 SF)	16	3.1%
Total	514	

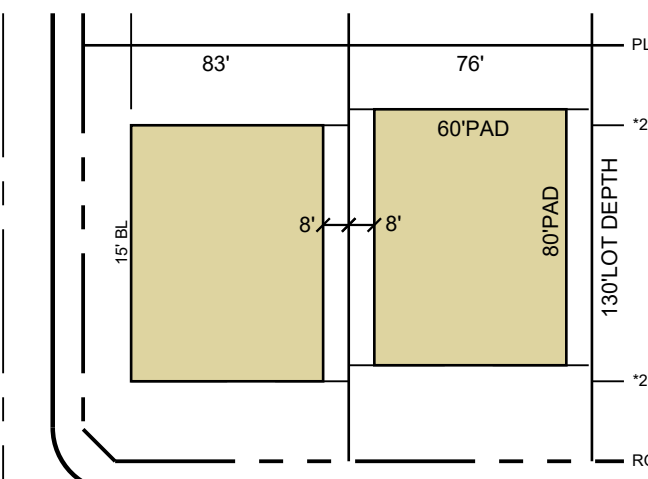
Density Summary (Units per Acre)

Gross	1.7
Net of Perimeter ROW, Buffers & Schools	2.2



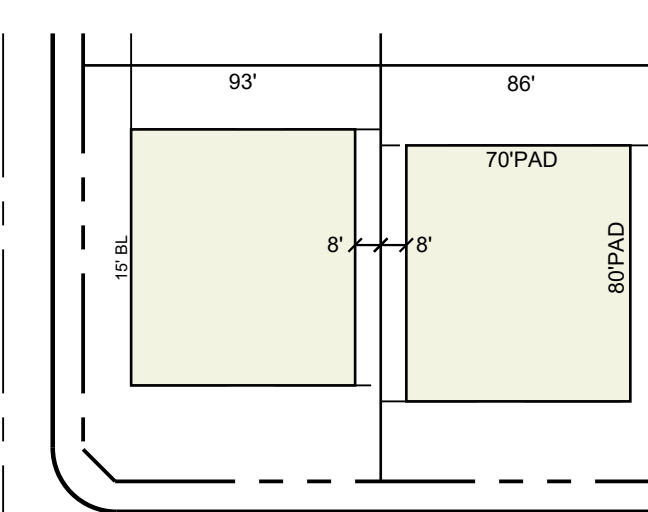
STANDARD 8F LOT

*FRONT AND REAR BUILDING LINES TO STAGGER



STANDARD 9F LOT

*FRONT AND REAR BUILDING LINES TO STAGGER



STANDARD 10F LOT

*FRONT AND REAR BUILDING LINES TO STAGGER

- NOTES:
- The thoroughfare alignments shown on this exhibit are for illustrative purposes only. The alignment of each thoroughfare will be finalized at the time of preliminary plat and will be established at the time of final plat. Refer to Exhibit B for planned development standards.
 - Existing zoning district boundaries from Town of Prosper GIS site, 6/9/2020.
 - According to Flood Insurance Rate Map (FIRM) map no. 48085C0115J with LOMR #17-06-1400p effective 1/16/2018 prepared by Federal Emergency Management Agency (FEMA) for Denton Collin county, Texas this property is within Zone X, A and Zone AE.
 - PISD Tracts are shown for illustrative purposes only and do not reflect actual approved conditions.
 - Exact size for the parks to be coordinated with the Town of Prosper.

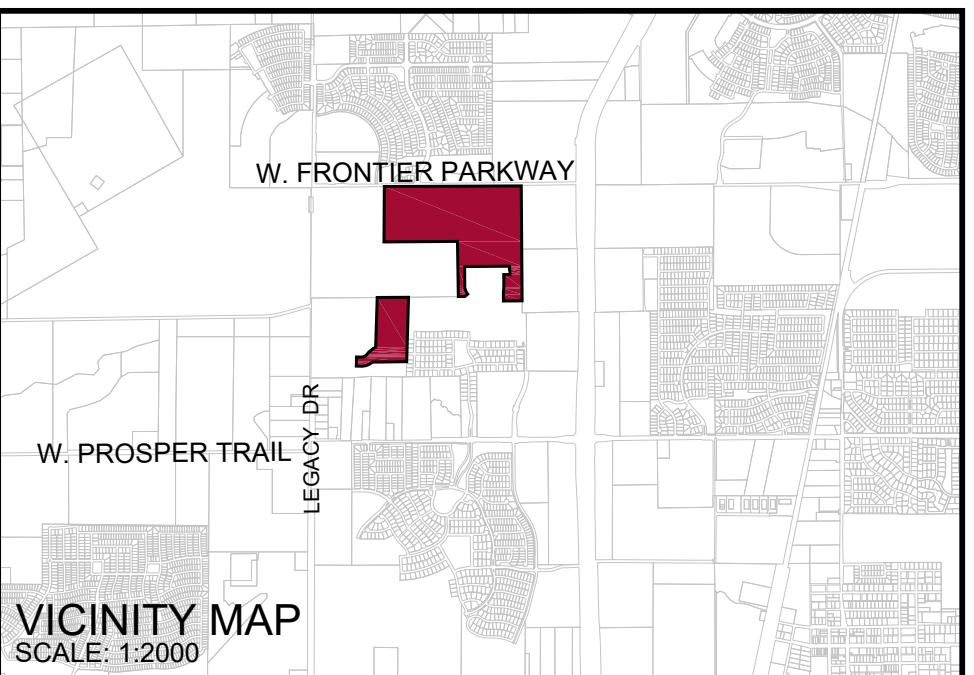


EXHIBIT D - CONCEPT PLAN

Legacy Gardens

±297.75 ACRES IN THE COLLIN COUNTY SCHOOL SURVEY, ABSTRACT #147 IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS April 2022

APPLICANT / OWNER:
Risland Prosper 221 LLC
5600 Tennyson Parkway
Suite 225
Piano, TX 75024
P (281) 682-7321
E michael.hanschen@rislandus.com
Contact: Michael Hanschen

ENGINEER / SURVEYOR:
Kimley-Horn and Associates
State of Texas Registration No. F-928
6160 Warren Parkway
Suite 200
Frisco, TX 75034
P (972) 335-3580
Contact: Thomas G. Coppin, PE

Kimley-Horn

EXHIBIT E:
Development Schedule for Legacy Gardens, Town of Prosper, Texas

Phase 1	118 lots	Substantially completed in September 2019
Phase 1 C	16 lots	Anticipated substantial completion December 2021
Phase 2	100 lots	Under design. Anticipated to include single family lots types and be substantially completed by September 30, 2023

Remaining phases anticipated to provide 100-150 finished lots of various Types each 18-month period beginning January 2024

This schedule is subject to change due to various factors beyond the control of the developer such as housing market conditions, construction materials and labor availability and acts of nature, among others.

EXHIBIT F:

Illustrative Elevations and Plans for Legacy Gardens, Town of Prosper, Texas

The following images represent home designs consistent with the standards set forth in Exhibit C for each Lot Type and shall serve as a guide in the design and construction of homes in Legacy Gardens, but do not constitute the exclusive plans or elevations to be built.

Exhibit F - Type 8F Lots







Exhibit F - Type 9F Lots





Exhibit F - Type 10F Lots





The Julian A Exterior





**DEVELOPMENT SERVICES
DEPARTMENT**
250 W. First Street
Prosper, TX 75078
Phone: 972-346-3502

REPLY FORM

SUBJECT:

Zoning Case Z20-0019: The Town of Prosper has received a request to amend Planned Development-36, Planned Development-60, Planned Development-63, and Planned Development-74, for Legacy Gardens, on 121.4± acres, in order to modify the residential development standards, including but not limited to reducing permitted lot sizes.

LOCATION OF SUBJECT PROPERTY:

The property is located on the north side of Prosper Trail, west of Dallas Parkway.

- ☒ I **OPPOSE** the request as described in the notice of Public Hearing. If in opposition, please provide a reason for opposition.
- ☐ I **DO NOT OPPOSE** the request as described in the notice of Public Hearing.

COMMENTS (ATTACH ADDITIONAL SHEETS IF NECESSARY):

Reducing the lot sizes will reduce the value of the property and may cause traffic jam during rush hours due to more residents in the area.

YING XIAN
Name (please print)

1661 Caruth Dr
Address

Prosper, TX 75078
City, State, and Zip Code

585-409-4369
Phone Number

Signature

04/25/2022
Date

victorying@hotmail.com
E-mail Address

RECEIVED
APR 29 2022

BY:

Town Council Subcommittees

The Town Council Subcommittees are responsible for providing input and making recommendations to Town staff on behalf of the Town Council. There are currently five Town Council Subcommittees. The purpose and scope of each subcommittee is defined below.

Council Technology/VERF Subcommittee

- Shall periodically review the Town's existing technological capabilities, and make recommendations for improvements
- Shall periodically review and make recommendations on the Town's Vehicle and Equipment Replacement Fund (VERF) as it relates to the acquisition, implementation, maintenance and upgrading of the Town's technology, software, and computer equipment
- Shall make recommendations for the continuous improvement of the Town's website and use of social media
- Shall make recommendations to promote the use of technology to increase efficiency of operations within the Town

The current subcommittee consists of two Councilmembers (Meigs Miller and Craig Andres). Staff support includes the Town Manager, Executive Director of Administrative Services, IT Director, Finance Director, and Purchasing Manager.

Council Finance Subcommittee

- Shall review the Town's annual Audit/CAFR prior to presentation to the Town Council
- Shall periodically review and make recommendations to the Town's employee compensation and classification plan
- Shall periodically review and make recommendations to the Town's Vehicle and Equipment Replacement Fund (VERF) as it relates to the acquisition, replacement and upgrading of the Town's vehicles and equipment
- Shall review and make recommendations to the investment policy annually
- Shall make recommendations on various Town-related financial matters

The current subcommittee consists of three Councilmembers (Mayor Ray Smith, Marcus Ray, and Charles Cotten). Staff support includes the Town Manager, Executive Director of Administrative Services, and Finance Director.

Council Benefits Subcommittee

- Shall review significant changes to employee benefits that may impact the Town's ability to attract and retain employees
- Shall periodically review and provide input on benefit plans offered to employees
- Shall periodically review and provide input on the employee wellness program
- Shall provide advice and direction to ensure Town benefits are cost-effective

The current subcommittee consists of three Councilmembers (Jeff Hodges, Amy Bartley, and Charles Cotten). Staff support includes the Town Manager, Executive Director of Administrative Services, HR Director, and Finance Director.

Council Broadband Subcommittee

Established for the purpose of researching internet service options within the Town. Committee may meet with providers and/or an external organization to study current service and develop a plan to improve service within the Town.

The current subcommittee consists of three Councilmembers (Craig Andres, Meigs Miller, and Marcus Ray), David Bristol of the Prosper EDC Board, and Greg Creek (resident). Staff support includes the Town Manager, Executive Director of Administrative Services, Development Services Director, IT Director, and Town Attorney (as needed).

Community Engagement Subcommittee

Item 6.

Established in December 2020 for the purpose of providing residents an opportunity to enhance the Town's interaction with the public. The Community Engagement Subcommittee shall:

- Act in an advisory capacity to the Town Council regarding Community Engagement activities
- Identify topics of interest and methods or techniques to improve community engagement
- Evaluate, provide feedback, and make recommendations on selected Town programs, events, and activities
- Serve as a focus group for selected pilot projects or programs that may require or benefit from public input before implementation
- Serve as social media ambassadors for the Town by engaging with the Town's social media platforms
- Inform the Subcommittee of community events that may be of interest to the Town Council (multicultural celebrations, large neighborhood events, nonprofit events, etc.)

The current subcommittee consists of three Councilmembers (Marcus Ray, Amy Bartley, Jeff Hodges) and eleven Council-appointed residents. Staff support includes the Executive Director of Community Services and/or a designee.