



Agenda
Prosper Town Council Meeting
Prosper Town Hall, Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, May 28, 2024
6:15 PM

Welcome to the Prosper Town Council Meeting.

Citizens may watch the meeting live by using the following link: www.prospertx.gov/livemeetings

Addressing the Town Council:

Those wishing to address the Town Council must complete the Public Comment Request Form located on the Town's website or in the Council Chambers.

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

If you are watching online, please submit this form to the Town Secretary prior to 4:00 p.m. on the day of the meeting in order for your comments to be read into the record. The Town assumes no responsibility for technical issues beyond our control.

In compliance with the Texas Open Meetings Act, the Town Council/Board/Commission may not deliberate or vote on any matter that does not appear on the agenda. The Council/Board/Commission, however, may provide statements of fact regarding the topic, request the topic be included as part of a future meeting, and/or refer the topic to Town staff for further assistance.

Citizens and other visitors attending Town Council meetings shall observe the same rules of propriety, decorum, and good conduct applicable to members of the Town Council. Any person making personal, impertinent, profane, or slanderous remarks or who becomes boisterous while addressing the Town Council or while attending the meeting shall be removed from the room, if so directed by the Mayor or presiding officer, and the person shall be barred from further audience before the Town Council during that session. Disruption of a public meeting could constitute a violation of Section 42.05 of the Texas Penal Code.

Call to Order/ Roll Call.

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

Announcements of recent and upcoming events.

Presentations.

1. Recognition of the 2024 Inaugural Mayor's Youth Advisory Council. (RB)
2. Proclamation recognizing the Prosper High School Women's Soccer Team. (MLS)
3. Recognition of members of the Police Department for life-saving efforts. (DK)

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.

- [4.](#) Consider and act upon the minutes from the May 14, 2024, Town Council Regular meeting. (MLS)
- [5.](#) Consider acceptance of the April 2024 monthly financial report. (CL)
- [6.](#) Consider and act upon approving an ordinance to authorize the Town Manager to execute certain agreements, contracts, and grant applications by increasing the contract and related authority to \$50,000 and authorizing the delegation to any Assistant Town Manager. (RBS)
- [7.](#) Consider and act upon an ordinance amending Chapter 8, "Offenses and Nuisances," of the Town's Code of Ordinances by adopting a new Article 8.10 prohibiting the solicitation of occupants of vehicles on public roadways. (TW/DK)
- [8.](#) Consider and act up an ordinance amending Article 12.08 of Chapter 12, "TRAFFIC", prohibiting certain commercial vehicles from operating on Prosper Trail. (CE)
- [9.](#) Consider and act upon authorizing the Town Manager to enter into a contract amendment with Republic Services adjusting the fees for Commercial recycling provided through 95-gallon carts and providing a discount to Homeowners Associations for 95-gallon trash service. (CL)
- [10.](#) Consider and act upon authorizing the Town Manager to execute a Service Agreement between the Town of Prosper and Coffey Global, LLC, for Freedom Fest 2024 for an amount not to exceed \$106,300. (DB)
- [11.](#) Consider and act upon authorizing the Town Manager to approve the proposal for the Prosper Christmas Festival Rentals between 5 Star Rental, and the Town of Prosper, Texas, related to the Prosper Christmas Festival for \$32,103. (DB)
- [12.](#) Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between the Town of Prosper and Bowmen Sports for recreation program instructor services for an estimated amount of \$27,090. (DB)
- [13.](#) Consider and act upon approving the emergency repair of North Legacy Drive north of Prosper Trail for \$44,870. (CE)
- [14.](#) Consider and act upon authorizing the Town Manager to execute a contract with Nouveau Technology Services, LP, for interior improvements to the Police Department Headquarters building for \$37,283. (CE)
- [15.](#) Consider and act upon authorizing the Town Manager to approve the purchase of traffic signal-related items for the Gee Road and Acacia Parkway Traffic Signal project, from Consolidated Traffic Controls, Inc., utilizing the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program for \$125,448. (PA)
- [16.](#) Consider and act upon authorizing the Town Manager to approve an agreement for repairs to the traffic signal preemption equipment on Preston Road with Consolidated Traffic Controls, Inc., utilizing the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program for \$82,557. (HW)
- [17.](#) Consider and act upon whether to direct staff to submit a written notice of appeals on behalf of the Town Council to the Development Services Department, pursuant to Chapter 4, Section 1.5(C)(7) and 1.6(B)(7) of the Town's Zoning Ordinance, regarding

action taken by the Planning & Zoning Commission on Preliminary Site Plans and Site Plans. (DH)

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. Please limit your comments to three minutes. If multiple individuals wish to speak on a topic, they may yield their three minutes to one individual appointed to speak on their behalf. All individuals yielding their time must be present at the meeting, and the appointed individual will be limited to a total of 15 minutes.

REGULAR AGENDA:

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. [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.]

Items for Individual Consideration:

- [18.](#) Consider and act upon a resolution directing the publication of Notice of Intention to issue Certificates of Obligation for the purpose of funding costs associated with the construction of wastewater improvements. (CL)
- [19.](#) Consider and act upon authorizing the Town Manager to execute a Construction Agreement awarding CSP No. 2024-20-B to Mountain Cascade of Texas, LLC, related to the Lower Pressure Plane Phase 2 Water Pipeline project, for \$7,101,331. (PA)
- [20.](#) Consider and act upon authorizing the Town Manager to execute a Guaranteed Maximum Price (GMP) Contract #2 between the Town of Prosper and Dean Construction related to Site Development for Raymond Community Park in the amount of \$9,363,174. (DB)
- [21.](#) Consider and act upon authorizing the Town Manager to execute an amendment to the agreement between the Town of Prosper, Texas, and Brown, Reynolds, Watford, Architects, Inc., related to architectural and engineering design services for Fire Station No. 4 for \$342,300. (SB)
- [22.](#) Consider and act upon authorizing the Town Manager to enter into a Professional Services Agreement with Quorum Architects in the amount of \$1,780,000 for the design of the proposed Public Works/Parks Service Center. (CE)
- [23.](#) Conduct a public hearing to consider and act upon a request for a rezoning of 47.0± acres from Planned Development-75 to a Planned Development for Multifamily and Mixed-Use, located at the northwest corner of Dallas Parkway and Prosper Trail. (ZONE-24-0001) (DH)
- [24.](#) Consider and act to adopt and reaffirm the revised Strategic Visioning Priorities of the Prosper Town Council. (MC)
25. Discuss and consider Town Council Subcommittee reports. (DFB)

Possibly direct Town staff to schedule topic(s) for discussion at a future 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 551.071 - To consult with the Town Attorney regarding legal issues associated with code enforcement activities and substandard structures, and all matters incident and related thereto.

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 24, 2024, 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) 569-1073 at least 48 hours prior to the meeting time.

MINUTES

Prosper Town Council Meeting
Prosper Town Hall, Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, May 14, 2024

Call to Order/ Roll Call.

The meeting was called to order at 6:15 p.m.

Council Members Present:

Mayor Pro-Tem Marcus E. Ray
Deputy Mayor Pro-Tem Amy Bartley
Councilmember Craig Andres
Councilmember Chris Kern
Councilmember Jeff Hodges
Councilmember Cameron Reeves

Council Member Absent:

Mayor David F. Bristol

Staff Members Present:

Mario Canizares, Town Manager
Terry Welch, Town Attorney
Michelle Lewis Sirianni, Town Secretary
Bob Scott, Deputy Town Manager
Chuck Ewings, Assistant Town Manager
Robyn Battle, Executive Director
Chris Landrum, Finance Director
Whitney Rehm, Budget Office & Grants Administrator
Hulon Webb, Director of Engineering Services
David Hoover, Development Services Director
Dan Baker, Parks and Recreation Director
Mary Ann Moon, Economic Development Director
Todd Rice, Communications and Media Relations Manager
Eric Men, Help Desk Technician II
Aidan Daily, Police Crime Analyst
Doug Kowalski, Police Chief
Stuart Blasingame, Fire Chief

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

John Fowler with First Presbyterian Church led the invocation. The Pledge of Allegiance and the Pledge to the Texas Flag were recited.

Announcements of recent and upcoming events.

Councilmember Reeves made the following announcements:

The Visual Arts of Prosper Art Show will be running this week in the lobby of Town Hall daily from 8 am to 5 pm through Friday, May 17. Come explore beautiful pieces of art by talented local artists.

The Town of Prosper is updating our Parks, Recreation, and Open Space Master Plan this year, and we need your input! Your ideas will guide decisions on everything from park development to recreational programming for all ages. The survey will be open through May 19, so don't miss out

on your chance to make a difference. Respondents will be entered for a drawing to win one of several gift cards! It's short, easy, and best of all, your feedback will help shape the future of our community. Visit prosper.tx.gov/parksmasterplan to complete the survey.

The Prosper Community Library Summer Program will kick off on Tuesday, May 28, and continue through August 3. This year's theme is "Every Animal Has a Story". For more information, including how to register, visit the Library page on the Town's website for all the exciting upcoming summer programs.

Join us on Saturday, June 1 from 8 am to 10:30 am at Prosper Town Hall for Coffee & Chrome. Enjoy complimentary coffee by 1418 Coffee while viewing a spectacular showcase of vehicles and related exhibits. Those wishing to show their vehicle or be an exhibitor may visit the Town's website for more information or contact the Parks and Recreation Department at events@prosper.tx.gov.

A reminder that Town Hall Offices including the Prosper Community Library will be closed on Monday, May 27 for the Memorial Day Holiday. There will be no delay in trash services and services will run as normally scheduled.

Presentations.

1. Recognition of the 2024 Town of Prosper Citizens Academy. (TR)

Mayor Pro-Tem Ray presented certificates recognizing the 2024 Citizen's Academy graduates.

Mr. Rice followed with comments thanking them all for their participation, a recap of the the academy, and how to participate for those interested in next year's class.

2. Proclamation recognizing National Police Week and Peace Officers' Memorial Day. (MLS)

Mayor Pro-Tem Ray read and presented a Proclamation to Chief Kowalski.

3. Proclamation recognizing May 19-25, 2024, as Public Works Week. (MLS)

Mayor Pro-Tem Ray read and presented a Proclamation to Mr. Ewings representing the Public Works Department.

4. Proclamation recognizing the month of May 2024, as Building Safety Month. (MLS)

Mayor Pro-Tem Ray read and presented a Proclamation to the Town's Building Inspections Department staff.

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 at the request of Council Members or staff.

- 5. Consider and act upon the minutes from the April 30, 2024, Town Council Work Session meeting. (MLS)**
- 6. Consider and act upon the minutes from the April 30, 2024, Town Council Regular meeting. (MLS)**

7. Consider and act upon the minutes from the May 1, 2024, Town Council and Planning and Zoning Commission Joint Work Session. (MLS)
8. Consider and act upon the minutes from the May 7, 2024, Town Council Special meeting. (MLS)
9. Consider and act upon Resolution 2024-33 designating various individuals as authorized representatives for the Town's LOGIC account. (CL)
10. Consider and act upon Resolution 2024-34 approving the Town of Prosper Investment Policy and Investment Strategy and approving the list of qualified brokers/dealers and financial institutions that are authorized to engage in investment transactions with the Town of Prosper. (CL)
11. Consider and act upon Resolution 2024-35 authorizing the Town Manager, and/or his/her designee, to apply for the FY 2025 Motor Vehicle Crime Prevention Authority Taskforce Grant Program. (WR)
12. Consider and act upon Ordinance 2024-36 dissolving the Prosper Management District No. 1 pursuant to Section 3886.251 of the Texas Special District Local Laws Code. (CE)
13. Consider and act upon authorizing the Town Manager to execute documents for an emergency repair of a water supply pump by Global Pump Solutions for \$78,192.00. (CE)
14. Consider and act upon whether to direct staff to submit a written notice of appeals on behalf of the Town Council to the Development Services Department, pursuant to Chapter 4, Section 1.5(C)(7) and 1.6(B)(7) of the Town's Zoning Ordinance, regarding action taken by the Planning & Zoning Commission on Preliminary Site Plans and Site Plans. (DH)

Mr. Canizares requested to pull item 11.

Councilmember Hodges made a motion to approve items 5 through 10, and 12 through 14. Deputy Mayor Pro-Tem Bartley seconded the motion. Motion carried with a 6-0 vote.

Regarding item 11, Mr. Landrum explained that the scope of the grant has changed and the positions that were being requested in the budget are no longer being asked for; therefore, staff is requesting that the grant application be approved with the equipment only.

Councilmember Andres made a motion to approve item 11 with the scope revisions recommended by staff. Councilmember Hodges seconded the motion. Motion carried with a 6-0 vote.

CITIZEN COMMENTS

No comments were made.

Items for Individual Consideration:

15. Consider and act upon authorizing the Town Manager to execute an agreement between the Town of Prosper and V&A Landscape and Lawn to provide turfgrass mowing maintenance at various Town-owned locations for an

estimated annual amount of \$355,500.00, with the option of four (4) one-year renewals. (DB)

Mr. Baker presented the item providing an overview of the award process, the locations that are included in the agreement, and a list of current and pending contracts regarding mowing maintenance. Staff recommends approval.

Councilmember Hodges made a motion to approve authorizing the Town Manager to execute an agreement between the Town of Prosper and V&A Landscape and Lawn to provide turfgrass mowing maintenance at various Town-owned locations for an estimated annual amount of \$355,500.00, with the option of four (4) one-year renewals. Deputy Mayor Pro-Tem Bartley seconded the motion. Motion carried with a 6-0 vote.

16. Consider and act upon authorizing the Town Manager to execute an agreement between the Town of Prosper and V&A Landscape and Lawn to provide median mowing maintenance along Frontier Parkway median locations for an estimated annual amount of \$60,200.00, with the option of four (4) one-year renewals. (DB)

Mr. Baker presented the item providing an overview of the award process, the location(s) that are included in the agreement, and a list of current and pending contracts regarding mowing maintenance. Staff recommends approval.

Deputy Mayor Pro-Tem Bartley made a motion to approve authorizing the Town Manager to execute an agreement between the Town of Prosper and V&A Landscape and Lawn to provide median mowing maintenance along Frontier Parkway median locations for an estimated annual amount of \$60,200.00, with the option of four (4) one-year renewals. Councilmember Reeves seconded the motion. Motion carried with a 6-0 vote.

17. Discuss and consider Town Council Subcommittee reports. (DFB)

No comments were made.

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

Mayor Pro-Tem Ray requested to review infrastructure plans for drainage and easements within the Town.

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 the 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, Planning & Zoning Commission, and the Community Engagement Committee, and all matters incident and related thereto.

Section 551.071 - To consult with the Town Attorney regarding legal issues associated with Article 1.09 and Article 8.03 of the Town's Code of Ordinances, and Chapter 214 of the Texas Local Government Code, and all matters incident and related thereto.

Section 551.071 - Consultation with the Town Attorney regarding legal issues associated with an ordinance regarding solicitation to motor vehicle occupants, and motor vehicle weight limits, and all matters incident and related thereto.

The Town Council recessed into Executive Session at 6:52 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 7:38 p.m.

No action was taken.

Adjourn.

The meeting was adjourned at 7:38 p.m.

These minutes were approved on the 28th day of May 2024.

APPROVED:

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary



FINANCE

To: Mayor and Town Council

From: Chris Landrum, Finance Director

**Through: Mario Canizares, Town Manager
Bob Scott, Deputy Town Manager**

Re: Consider acceptance of the April 2024 Monthly Financial Report (CL)

Town Council Meeting – May 28, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider acceptance of the April 2024 monthly financial report.

Description of Agenda Item:

The Town Charter requires the submission of monthly financial reports to the Town Council. In summary, both revenues and expenditures are within the expected ranges and no unexpected events have occurred that require significant changes to original projections.

The attached monthly financial report for April 2024 was prepared in the old format. This format is not particularly “user friendly” and staff is looking to reformat the monthly financial reports after the ERP software conversion.

Budget Impact:

There is no budgetary impact affiliated with this item.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has approved the attached documents as to form and legality.

Attached Documents:

1. Monthly Financial Report – April 30, 2024

Town Staff Recommendation:

Town staff recommends Town Council vote to accept submission of the monthly financial report for the period April 2024 in compliance with the requirements of the Town Charter.

Proposed Motion:

I move to accept the April 2024 Monthly Financial Report in compliance with charter requirements.



MONTHLY FINANCIAL REPORT as of April 30, 2024 Cash/Budgetary Basis

Prepared by
Finance Department

May 28, 2024

TOWN OF PROSPER, TEXAS

MONTHLY FINANCIAL REPORT

April 2024

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TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
April 30, 2024
Expected Year to Date Percent 58.33%

GENERAL FUND

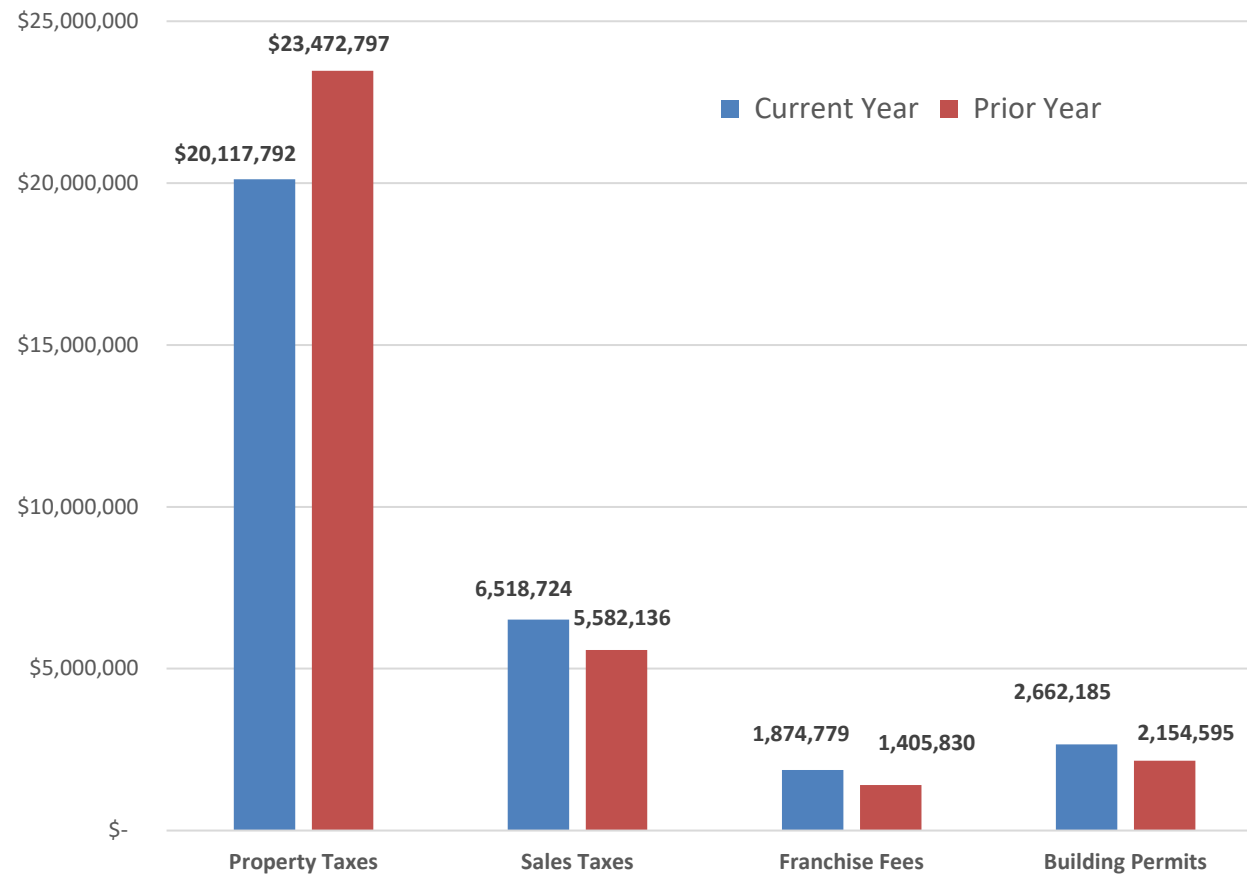
	Original Budget	Budget Amendment	Amended Budget	Current Year YTD Actuals	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actuals	Change from Prior Year
REVENUES										
Property Taxes	\$ 21,146,121	\$ -	\$ 21,146,121	\$ 20,117,792	\$ -	\$ 1,028,329	95%	1,3,5	\$ 23,472,797	-14%
Sales Taxes	11,091,492	-	11,091,492	6,518,724	-	4,572,768	59%	2	5,582,136	17%
Franchise Fees	3,221,816	-	3,221,816	1,874,779	-	1,347,037	58%		1,405,830	33%
Building Permits	3,700,000	-	3,700,000	2,662,185	-	1,037,815	72%		2,154,595	24%
Other Licenses, Fees & Permits	2,180,050	-	2,180,050	1,181,869	-	998,181	54%		711,053	66%
Charges for Services	1,296,023	-	1,296,023	792,027	-	503,996	61%		693,230	14%
Fines & Warrants	300,500	-	300,500	245,663	-	54,837	82%		231,042	6%
Intergovernmental Revenue (Grants)	37,840	-	37,840	19,805	-	18,035	52%		134,226	-85%
Interest Income	750,000	-	750,000	598,869	-	151,131	80%		563,464	6%
Miscellaneous	63,751	-	63,751	131,400	-	(67,649)	206%		49,479	166%
Park Fees	814,100	-	814,100	398,865	-	415,235	49%		379,855	5%
Transfers In	1,297,102	6,084	1,303,186	756,643	-	546,543	58%		720,612	5%
Total Revenues	\$ 45,898,795	\$ 6,084	\$ 45,904,879	\$ 35,298,620	\$ -	\$ 10,606,259	77%		\$ 36,098,319	-2%
EXPENDITURES										
Administration	\$ 9,991,267	\$ 129,935	\$ 10,121,202	\$ 5,729,259	\$ 663,140	\$ 3,728,803	63%		\$ 4,550,915	26%
Police	9,595,898	411,208	10,007,106	5,059,258	644,654	4,303,194	57%		3,806,949	33%
Fire/EMS	10,562,840	(14,528)	10,548,312	6,013,198	282,154	4,252,960	60%		5,284,444	14%
Public Works	4,567,242	90,681	4,657,923	1,748,442	543,700	2,365,781	49%		2,002,617	-13%
Community Services	7,486,803	(64,931)	7,421,873	3,579,495	580,107	3,262,270	56%		2,826,288	27%
Development Services	4,139,855	(559)	4,139,296	1,763,007	64,825	2,311,464	44%		1,653,069	7%
Engineering	2,684,047	15,613	2,699,660	1,384,133	48,920	1,266,607	53%		1,348,963	3%
Transfers Out	-	262,500	262,500	262,500	-	-	100%	4	3,890,243	-93%
Total Expenses	\$ 49,027,952	\$ 829,920	\$ 49,857,872	\$ 25,539,293	\$ 2,827,500	\$ 21,491,080	57%		\$ 25,363,488	1%
REVENUE OVER (UNDER) EXPENDITURES	\$ (3,129,157)	\$ (823,836)	\$ (3,952,993)	\$ 9,759,328					\$ 10,734,830	
Beginning Fund Balance October 1			15,011,987	15,011,987						
Ending Fund Balance			<u>\$ 11,058,994</u>	<u>\$ 24,771,315</u>						

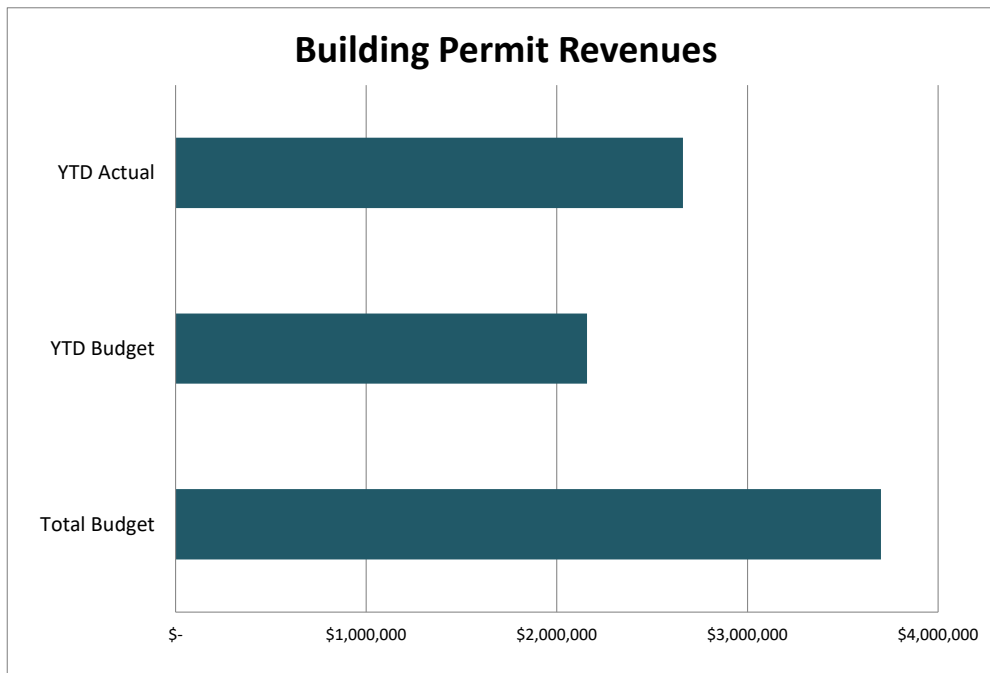
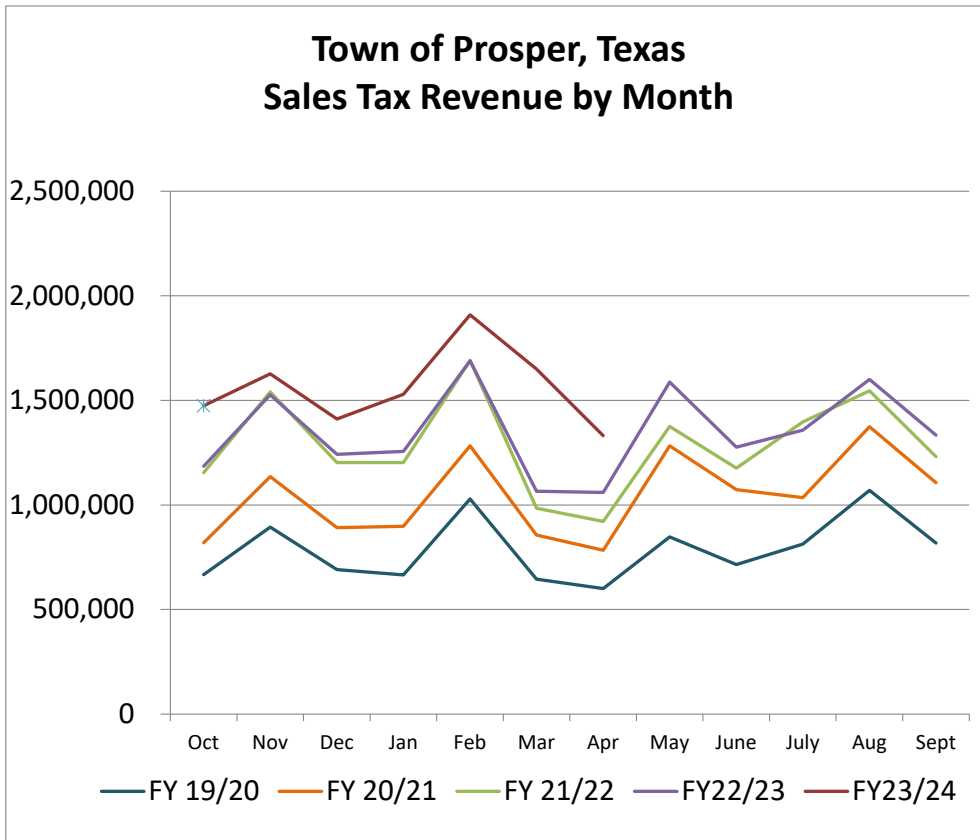
Notes

- Property taxes are billed in October and the majority of collections occur December through February.
- Franchise fees and other various license and fees are paid quarterly or annually.
- The negative change from prior year is due to the capital dedicated portion of the levy being recorded directly to the capital project fund.
- Transfers Out consists of \$122,500 for Downtown Streets & Alleys and \$140,000 for Parks Master Plan, to Capital Projects Fund.
- 2023 TIRZ annual payments reduced April property tax collections by \$1.65M.
- Fund Balance Contingency per Charter and Reserve for FY23 = \$9,586,518 (21%).

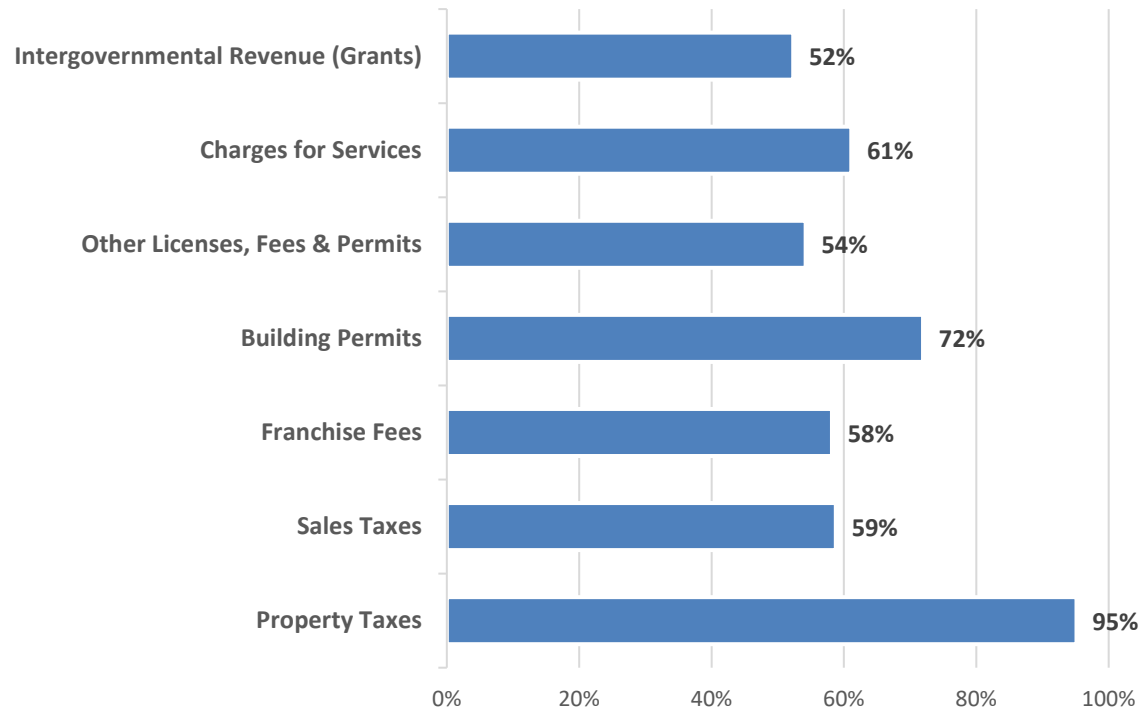
GENERAL FUND REVENUE

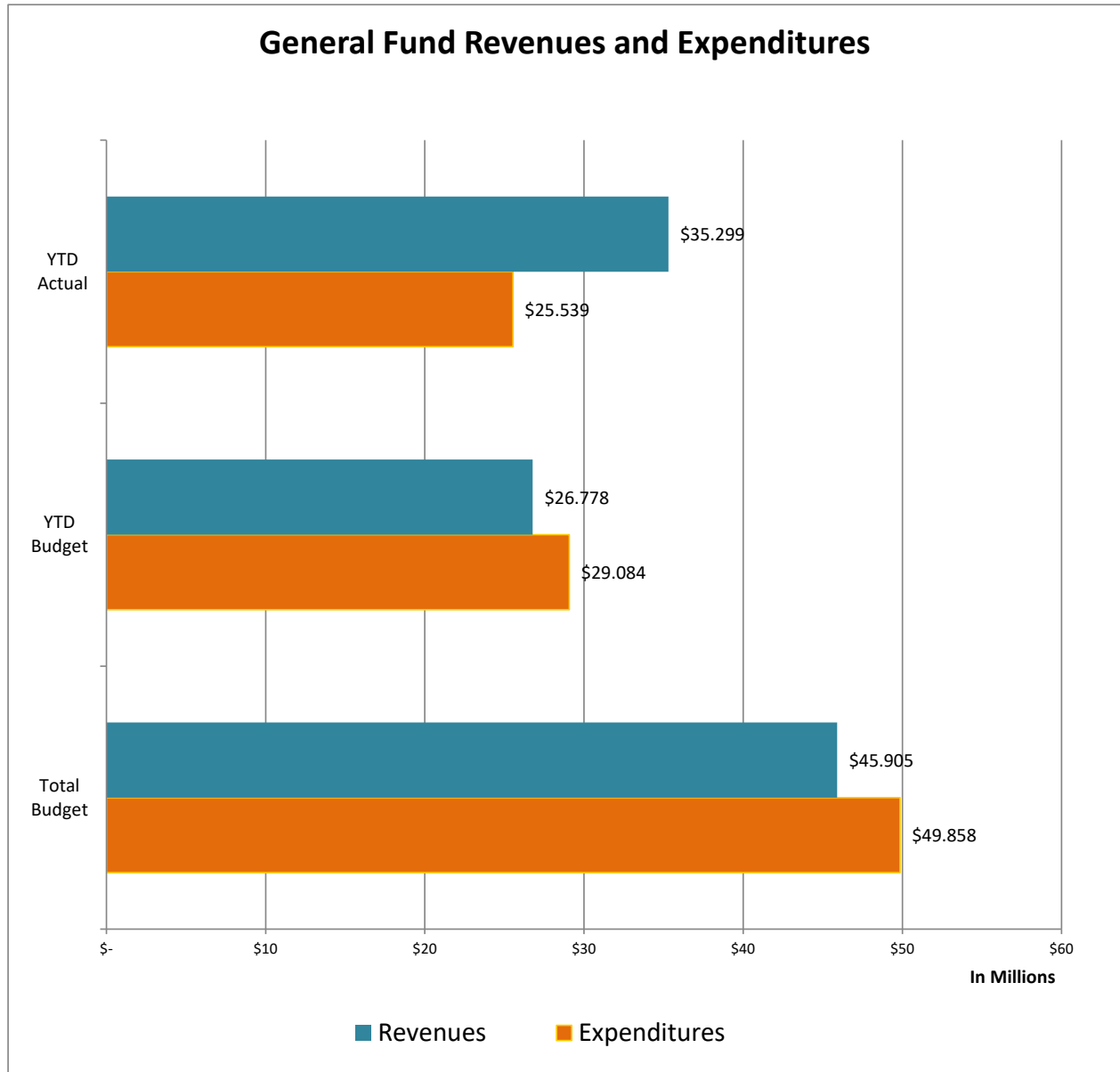
Current YTD to Prior Year YTD Actual Comparison





GENERAL FUND YTD REVENUE % OF ANNUAL BUDGET





TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
April 30, 2024
Expected Year to Date Percent 58.33%

CRIME CONTROL AND PREVENTION SPECIAL PURPOSE DISTRICT

	Original Budget	Budget Amendment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Sales Tax - Town	\$ 3,060,806	\$ -	\$ 3,060,806	\$ 1,736,322	\$ -	\$ 1,324,484	57%		\$ 1,501,446	16%
Interest Income	1,200	-	1,200	-	-	1,200	0%		(252)	-100%
Other	-	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 3,062,006	\$ -	\$ 3,062,006	\$ 1,736,322	\$ -	\$ 1,325,684	57%		\$ 1,501,194	16%
EXPENDITURES										
Personnel	\$ 3,167,364	\$ -	\$ 3,167,364	\$ 1,776,079	\$ -	\$ 1,391,285	56%		\$ 1,584,807	12%
Other	1,200	-	1,200	8,604	-	(7,404)	717%		(9,299)	-193%
Total Expenditures	\$ 3,168,564	\$ -	\$ 3,168,564	\$ 1,784,683	\$ -	\$ 1,383,881	56%		\$ 1,575,509	13%
REVENUE OVER (UNDER) EXPENDITURES	\$ (106,558)	\$ -	\$ (106,558)	\$ (48,361)					\$ (74,314)	
Beginning Fund Balance October 1			210,707	210,707					302,439	
Ending Fund Balance Current Month			<u>\$ 104,149</u>	<u>\$ 162,346</u>					<u>\$ 228,125</u>	

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
April 30, 2024
Expected Year to Date Percent 58.33%

FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES SEPCIAL PURPOSE DISTRICT

	Original Budget	Budget Amendment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Sales Tax - Town	\$ 3,060,806	\$ -	\$ 3,060,806	\$ 1,738,649	\$ -	\$ 1,322,157	57%		\$ 1,499,677	16%
Interest Income	600	-	600	3,108	-	(2,508)	518%		1,393	123%
Other	-	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 3,061,406	\$ -	\$ 3,061,406	\$ 1,741,756	\$ -	\$ 1,319,650	57%		\$ 1,501,070	16%
EXPENDITURES										
Personnel	\$ 3,026,823	\$ -	\$ 3,026,823	\$ 1,575,532	\$ -	\$ 1,451,291	52%		\$ 1,511,326	4%
Other	2,400	-	2,400	8,604	-	(6,204)	359%		(9,299)	-193%
Total Expenditures	\$ 3,029,223	\$ -	\$ 3,029,223	\$ 1,584,137	\$ -	\$ 1,445,086	52%		\$ 1,502,027	5%
REVENUE OVER (UNDER) EXPENDITURES	\$ 32,183	\$ -	\$ 32,183	\$ 157,620					\$ (957)	
Beginning Fund Balance October 1			495,556	495,556					203,982	
Ending Fund Balance Current Month			<u>\$ 527,739</u>	<u>\$ 653,176</u>					<u>\$ 203,025</u>	

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TIRZ #1 - BLUE STAR

REVENUES

Impact Fee Revenue:

Water Impact Fees
Wastewater Impact Fees
East Thoroughfare Impact Fees

Property Taxes - Town (Current)

Property Taxes - Town (Rollback)

Property Taxes - County (Current)

Sales Taxes - Town

Sales Taxes - EDC

Interest Income

Transfer In

Total Revenue

EXPENDITURES

Professional Services

Developer Rebate

Transfers Out

Total Expenses

REVENUE OVER (UNDER) EXPENDITURES

Beginning Fund Balance October 1

Ending Fund Balance Current Month

	Original Budget	Budget Amendment	Amended Budget	Current Year YTD Actual	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
\$ -	\$ -	\$ -	\$ -	\$ 68,770	\$ (68,770)	0%		\$ -	0%
750,000	-	750,000	372,504	377,496	(37,805)	50%		117,068	218%
-	-	-	37,805	(37,805)	-	0%		-	0%
1,108,174	-	1,108,174	1,594,585	(486,411)	-	144%		810,076	97%
-	-	-	-	-	-	0%		-	0%
236,601	-	236,601	-	236,601	-	0%		-	0%
1,372,209	-	1,372,209	599,079	773,130	-	44%		537,206	12%
1,149,225	-	1,149,225	501,728	647,497	-	44%		449,910	12%
6,000	-	6,000	54,283	(48,283)	-	905%		44,898	21%
-	-	-	-	-	-	0%		-	0%
\$ 4,622,209	\$ -	\$ 4,622,209	\$ 3,228,754	\$ 1,393,455	-	70%		\$ 1,959,159	65%
\$ 6,000	\$ -	\$ 6,000	\$ -	\$ 6,000	-	0%		\$ -	0%
4,616,209	-	4,616,209	-	4,616,209	-	0%		-	0%
-	-	-	-	-	-	0%		-	0%
\$ 4,622,209	\$ -	\$ 4,622,209	\$ -	\$ 4,622,209	-	0%		\$ -	0%
		\$ -	\$ 3,228,754					\$ 1,959,159	
		989,032	989,032					301,260	
		<u>\$ 989,032</u>	<u>\$ 4,217,785</u>					<u>\$ 2,260,419</u>	

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TIRZ #2

	Original Budget	Budget Amendment	Amended Budget	Current Year YTD Actual	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES									
Property Taxes - Town (Current)	\$ 39,537	\$ -	\$ 39,537	\$ 84,097	\$ (44,560)	213%		\$ 33,061	154%
Property Taxes - Town (Rollback)	-	-	-	-	-	0%		-	0%
Property Taxes - County (Current)	8,441	-	8,441	-	8,441	0%		-	0%
Sales Taxes - Town	-	-	-	-	-	0%		-	0%
Sales Taxes - EDC	-	-	-	-	-	0%		-	0%
Interest Income	1,200	-	1,200	1,175	25	98%		798	47%
Total Revenue	\$ 49,178	\$ -	\$ 49,178	\$ 85,273	\$ (36,095)	173%		\$ 33,860	152%
EXPENDITURES									
Professional Services	\$ -	\$ -	\$ -	\$ -	\$ -	0%		\$ -	0%
Developer Rebate	49,178	-	49,178	-	49,178	0%		-	0%
Transfers Out	-	-	-	-	-	0%		-	0%
Total Expenditures	\$ 49,178	\$ -	\$ 49,178	\$ -	\$ 49,178	0%		\$ -	0%
REVENUE OVER (UNDER) EXPENDITURES			\$ -	\$ 85,273				\$ 33,860	
Beginning Fund Balance October 1			25,501	25,501				25,189	
Ending Fund Balance Current Month			<u>\$ 25,501</u>	<u>\$ 110,774</u>				<u>\$ 59,049</u>	

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DEBT SERVICE FUND

	Original Budget	Budget Amendment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Property Taxes-Delinquent	\$ 75,000	\$ -	\$ 75,000	\$ 217,964	\$ -	\$ (142,964)	291%	1	\$ 96,202	127%
Property Taxes-Current	15,069,531	-	15,069,531	14,930,698	-	138,833	99%		12,670,565	18%
Taxes-Penalties	40,000	-	40,000	37,447	-	2,553	94%		23,603	59%
Interest Income	20,000	-	20,000	171,145	-	(151,145)	856%		89,454	91%
Transfer In	-	-	-	-	-	-	0%		-	0%
Total Revenues	\$ 15,204,531	\$ -	\$ 15,204,531	\$ 15,357,254	\$ -	\$ (152,723)	101%		\$ 12,879,824	19%
EXPENDITURES										
Professional Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	2	\$ -	0%
Bond Administrative Fees	20,000	-	20,000	1,000	-	19,000	5%		500	100%
2013 GO Refunding Bond	185,000	(185,000)	-	-	-	-	0%		-	0%
2014 GO Bond Payment	335,000	-	335,000	-	-	335,000	0%		-	0%
2015 GO Bond Payment	1,365,700	-	1,365,700	1,365,700	-	-	100%		1,309,200	4%
2015 CO Bond Payment	475,000	-	475,000	475,000	-	-	100%		465,000	2%
2016 GO Debt Payment	-	-	-	-	-	-	0%		-	0%
2016 CO Debt Payment	90,000	-	90,000	90,000	-	-	100%		80,000	13%
2017 CO Debt Payment	450,000	-	450,000	450,000	-	-	100%		85,000	429%
2018 GO Debt Payment	150,000	-	150,000	150,000	-	-	100%		145,000	3%
2018 CO Debt Payment	500,000	-	500,000	500,000	-	-	100%		475,000	5%
2019 CO Debt Payment	340,022	-	340,022	340,022	-	-	100%		399,806	-15%
2019 GO Debt Payment	165,000	-	165,000	165,000	-	-	100%		160,000	3%
2020 CO Debt Payment	265,000	-	265,000	265,000	-	-	100%		255,000	4%
2021 CO Debt Payment	260,000	-	260,000	260,000	-	-	100%		245,000	6%
2021 GO Debt Payment	1,290,000	-	1,290,000	1,290,000	-	-	100%		1,225,000	5%
2022 GO Debt Payment	3,603,450	(2,633,450)	970,000	970,000	-	-	100%		1,890,000	-49%
2023 GO Debt Payment	-	2,055,000	2,055,000	2,055,000	-	-	100%		-	0%
2023 GO Refunding Debt Payment	-	175,000	175,000	175,000	-	-	100%		-	0%
Bond Interest Expense	5,458,264	1,383,880	6,842,144	3,414,404	-	3,427,740	50%		2,785,327	23%
Total Expenditures	\$ 14,952,436	\$ 795,430	\$ 15,747,866	\$ 11,966,125	\$ -	\$ 3,781,740	76%		\$ 9,519,832	26%
REVENUE OVER (UNDER) EXPENDITURES	\$ 252,095	\$ (795,430)	\$ (543,335)	\$ 3,391,129					\$ 3,359,992	
Beginning Fund Balance October 1			1,330,265	1,330,265					2,619,367	
Ending Fund Balance Current Month			<u>\$ 786,930</u>	<u>\$ 4,721,394</u>					<u>\$ 5,979,359</u>	

Notes

- 1 Property taxes are billed in October and the majority of collections occur December through February.
- 2 Annual debt service payments are made in February and August.

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SPECIAL REVENUE FUNDS

	Original Budget	Budget Amendment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Police Donation Revenue	\$ 15,500	\$ -	\$ 15,500	\$ 10,925	\$ -	\$ 4,575	70%		\$ 16,461	-34%
Fire Donation Revenue	15,500	-	15,500	11,847	-	3,653	76%		9,029	31%
Child Safety Revenue	28,000	-	28,000	6,640	-	21,360	24%		6,420	3%
Court Security Revenue	8,000	-	8,000	7,203	-	797	90%		6,898	4%
Court Technology Revenue	7,500	-	7,500	5,949	-	1,551	79%		5,742	4%
Municipal Jury revenue	150	-	150	144	-	6	96%		136	6%
Interest Income	2,425	-	2,425	58,776	-	(56,351)	2424%		14,895	295%
Interest Income CARES/ARPA Funds	180,000	-	180,000	105,558	-	74,442	59%		123,552	-15%
Tree Mitigation	-	-	-	43,265	-	(43,265)	0%		244,038	-82%
Escrow Income	-	-	-	167,514	-	(167,514)	0%		-	0%
Cash Seizure Forfeit	-	-	-	1,667	-	(1,667)	0%		-	0%
Miscellaneous	3,000	-	3,000	8,756	-	(5,756)	292%		2,416	262%
CARES Act/ARPA Funding	6,102,367	(6,102,367)	-	-	-	-	0%		-	0%
Transfer In	-	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 6,362,442	\$ (6,102,367)	\$ 260,075	\$ 428,244	\$ -	\$ (168,169)	165%		\$ 429,587	0%
EXPENDITURES										
LEOSE Expenditure	\$ 6,500	\$ -	\$ 6,500	\$ 3,955	\$ -	\$ 2,545	61%		\$ 3,300	20%
Court Technology Expense	13,950	-	13,950	-	-	13,950	0%		-	0%
Court Security Expense	16,860	-	16,860	-	-	16,860	0%		50	-100%
Police Donation Expense	26,872	-	26,872	333	23,880	2,659	90%		17,842	-98%
Fire Donation Expense	10,000	-	10,000	2,140	-	7,860	21%		8,546	-75%
Child Safety Expense	3,000	-	3,000	230	-	2,770	8%		22,238	-99%
Tree Mitigation Expense	-	-	-	-	-	-	0%		-	0%
Police Seizure Expense	12,995	-	12,995	867	-	-	7%		-	0%
CARES Act/ARPA Funding	-	-	-	-	-	-	0%		-	0%
Transfer Out (ARPA Funds)	6,348,861	(6,102,367)	246,494	-	-	246,494	0%		-	0%
Transfer Out (Tree Mitigation Funds)	-	-	-	200,000	-	(200,000)	0%	1	-	0%
Transfer Out (Escrow Funds)	-	-	-	167,514	-	(167,514)	0%	2	-	0%
Total Expenses	\$ 6,439,038	\$ (6,102,367)	\$ 336,671	\$ 375,039	\$ 23,880	\$ (74,376)	118%		\$ 51,976	622%
REVENUE OVER (UNDER) EXPENDITURES	\$ (76,596)	\$ -	\$ (76,596)	\$ 53,205					\$ 377,611	
Beginning Fund Balance October 1			2,353,529	2,353,529					567,535	
Ending Fund Balance Current Month			\$ 2,276,933	\$ 2,406,734					\$ 945,146	

Notes

- 1 \$200,000 for Lakewood Preserve project budgeted in Capital Projects Fund.
- 2 \$167,514 for Windsong Escrow to Impact Fee Fund for Developer Reimbursement.

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PARK DEDICATION AND IMPROVEMENT FUNDS

	Original Budget	Budget Amendment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Park Dedication-Fees	\$ 300,000	\$ -	\$ 300,000	\$ 737,375	\$ -	\$ (437,375)	246%		\$ -	0%
Park Improvements	220,000	-	220,000	481,146	-	(261,146)	219%		-	0%
Contributions/Grants	-	-	-	-	-	-	0%		-	0%
Interest-Park Dedication	2,000	-	2,000	17,240	-	(15,240)	862%		19,041	-9%
Interest-Park Improvements	4,050	-	4,050	28,387	-	(24,337)	701%		22,176	28%
Park Dedication - Transfers In	-	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 526,050	\$ -	\$ 526,050	\$ 1,264,149	\$ -	\$ (738,099)	240%		\$ 41,217	2967%
EXPENDITURES										
Pecan Grove Park	\$ -	\$ 5,200	\$ 5,200	\$ 5,200	\$ -	\$ -	100%		\$ 244,819	-98%
Capital Project	800,000	-	800,000	-	-	800,000	0%		-	0%
Land Acquisition	913,800	(913,800)	-	-	-	-	0%		-	0%
Transfers Out	-	2,063,800	2,063,800	1,313,800	-	750,000	64%	1	-	0%
Total Expenses	\$ 1,713,800	\$ 1,155,200	\$ 2,869,000	\$ 1,319,000	\$ -	\$ 1,550,000	46%		\$ 244,819	439%
REVENUE OVER (UNDER) EXPENDITURES	\$ (1,187,750)	\$ (1,155,200)	\$ (2,342,950)	\$ (54,851)					\$ (203,602)	
Beginning Fund Balance October 1			2,316,978	2,316,978						
Ending Fund Balance Current Month			<u>\$ (25,972)</u>	<u>\$ 2,262,127</u>						

Notes

- 1 \$400,000 for Lakewood Preserve, \$913,800 for Windsong Park land dedication.

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EAST THOROUGHFARE IMPACT FEES FUND

	Project Budget	Current Year Original Budget	Current Year Budget Amendment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
REVENUES									
East Thoroughfare Impact Fees		\$ 1,200,000	\$ -	\$ 1,200,000	\$ 624,769				
East Thoroughfare Other Revenue		-	-	-	-				
Interest-East Thoroughfare Impact Fees		100,000	-	100,000	83,788				
Total Revenues		<u>\$ 1,300,000</u>	<u>\$ -</u>	<u>\$ 1,300,000</u>	<u>\$ 708,557</u>				
EXPENDITURES									
Developer Reimbursements									
FM 1461 (SH289-CR 165)	\$ 175,000	\$ 175,000	\$ -	\$ 175,000	\$ 77,074	\$ -	\$ 97,927	\$ -	\$ 97,927
Cambridge Park Estates	250,000	250,000	-	250,000	-	-	250,000	-	250,000
Total Developer Reimbursements	<u>\$ 425,000</u>	<u>\$ 425,000</u>	<u>\$ -</u>	<u>\$ 425,000</u>	<u>\$ 77,074</u>	<u>\$ -</u>	<u>\$ 347,927</u>	<u>\$ -</u>	<u>\$ 347,927</u>
Capital Expenditures									
Coit Road (First - Frontier)	\$ 1,289,900	\$ 50,000	\$ 364,726	\$ 414,726	\$ 28,981	\$ 332,559	\$ 53,187	\$ 925,776	\$ 2,585
Impact Fee Study	52,813	-	44,167	44,167	1,595	42,572	-	8,646	-
Total Projects	<u>\$ 1,342,713</u>	<u>\$ 50,000</u>	<u>\$ 408,893</u>	<u>\$ 458,893</u>	<u>\$ 30,576</u>	<u>\$ 375,131</u>	<u>\$ 53,187</u>	<u>\$ 934,422</u>	<u>\$ 2,585</u>
Transfer to Capital Project Fund	-	-	-	-	-	-	-	-	-
Total Transfers Out	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total Expenditures	<u>\$ 1,767,713</u>	<u>\$ 475,000</u>	<u>\$ 408,893</u>	<u>\$ 883,893</u>	<u>\$ 107,649</u>	<u>\$ 375,131</u>	<u>\$ 401,113</u>	<u>\$ 934,422</u>	<u>\$ 350,511</u>
REVENUE OVER (UNDER) EXPENDITURES				\$ 416,107	\$ 600,908				
Beginning Fund Balance October 1				2,551,734	2,551,734				
Ending Fund Balance Current Month				<u>\$ 2,967,841</u>	<u>\$ 3,152,642</u>				

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WEST THOROUGHFARE IMPACT FEES FUND

	Project Budget	Current Year Original Budget	Current Year Budget Amendment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
REVENUES									
West Thoroughfare Impact Fees		\$ 4,000,000	\$ -	\$ 4,000,000	\$ 2,514,635				
West Thoroughfare Other Revenue		-	-	-	-				
Interest-West Thoroughfare Impact Fees		150,000	-	150,000	185,968				
* Transfers In		-	-	-	167,514				
Total Revenues		<u>\$ 4,150,000</u>	<u>\$ -</u>	<u>\$ 4,150,000</u>	<u>\$ 2,868,116</u>				
EXPENDITURES									
Developer Reimbursements									
Parks at Legacy Developer Reimb	\$ 450,000	\$ 450,000	\$ -	\$ 450,000	\$ 225,759		\$ 224,241		\$ 224,241
Star Trail Developer Reimb	1,500,000	1,500,000	-	1,500,000	-		1,500,000		1,500,000
Tellus Windsong Developer Reimb	571,668	571,668	-	571,668	-		571,668		571,668
Legacy Garden Developer Reimb	103,492	103,492	-	103,492	-		103,492		103,492
Westside Developer Reimb	-	-	-	-	69,468		(69,468)		(69,468)
Total Developer Reimbursements	<u>\$ 2,625,160</u>	<u>\$ 2,625,160</u>	<u>\$ -</u>	<u>\$ 2,625,160</u>	<u>\$ 295,227</u>	<u>\$ -</u>	<u>\$ 2,329,933</u>	<u>\$ -</u>	<u>\$ 2,329,933</u>
Capital Expenditures									
Impact Fee Study	\$ 47,187	\$ 50,000	\$ (2,813)	\$ 47,187	\$ -	\$ -	\$ 47,187		\$ 47,187
Impact Fee Study	44,167	-	44,167	44,167	1,595	42,572	-		-
Fishtrap (Elem-DNT)	300,000	300,000	-	300,000	-	-	300,000		300,000
Teel - 380 Intersect	300,000	300,000	(300,000)	-	-	-	-		300,000
Total Projects	<u>\$ 691,354</u>	<u>\$ 650,000</u>	<u>\$ (258,646)</u>	<u>\$ 391,354</u>	<u>\$ 1,595</u>	<u>\$ 42,572</u>	<u>\$ 347,187</u>	<u>\$ -</u>	<u>\$ 647,187</u>
Transfer to Capital Project Fund	300,000	-	300,000	300,000	300,000		-		-
Total Transfers Out	<u>\$ 300,000</u>	<u>\$ -</u>	<u>\$ 300,000</u>	<u>\$ 300,000</u>	<u>\$ 300,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total Expenditures	<u>\$ 3,616,514</u>	<u>\$ 3,275,160</u>	<u>\$ 41,354</u>	<u>\$ 3,316,514</u>	<u>\$ 596,821</u>	<u>\$ 42,572</u>	<u>\$ 2,677,120</u>	<u>\$ -</u>	<u>\$ 2,977,120</u>
REVENUE OVER (UNDER) EXPENDITURES				\$ 833,486	\$ 2,271,295				
Beginning Fund Balance October 1				4,678,905	4,678,905				
Ending Fund Balance Current Month				<u>\$ 5,512,391</u>	<u>\$ 6,950,200</u>				

Notes

* \$167,514 Windsong Escrow From Special Revenue Fund for Developer Reimbursement.

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WATER IMPACT FEES FUND

	Project Budget	Current Year Original Budget	Current Year Budget Amendment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
REVENUES									
Impact Fees Water		\$ 3,250,000	\$ -	\$ 3,250,000	\$ 1,962,386				
Interest Income		200,000	-	200,000	221,197				
Total Revenues		<u>\$ 3,450,000</u>	<u>\$ -</u>	<u>\$ 3,450,000</u>	<u>\$ 2,183,583</u>				
EXPENDITURES									
Developer Reimbursements									
Cambridge Park Estates	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -		\$ -
Parks at Legacy Developer Reimb	319,981	319,981	-	319,981	-		319,981		319,981
Star Trail Developer Reimb	412,192	412,192	-	412,192	-		412,192		412,192
Victory at Frontier Developer Reimb	128,471	128,471	-	128,471	-		128,471		128,471
Westside Developer Reimb	300,000	300,000	-	300,000	-		300,000		300,000
TVG Windsong Developer Reimb	1,020,000	1,020,000	-	1,020,000	-		1,020,000		1,020,000
Total Developer Reimbursements	<u>\$ 2,180,644</u>	<u>\$ 2,180,644</u>	<u>\$ -</u>	<u>\$ 2,180,644</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,180,644</u>	<u>\$ -</u>	<u>\$ 2,180,644</u>
Capital Expenditures									
12" Water Line - DNT	\$ 200,000	\$ 24,250	\$ 58,393	\$ 82,643	\$ 10,506	\$ 24,683	\$ 47,454	\$ 133,107	\$ 90,098
Lower Pressure Plane	-	3,100,000	(3,100,000)	-	-	-	-	-	-
Lower Pressure Plane Easements	1,500,000	-	-	-	-	-	-	95	1,499,905
Impact Fee Study	100,000	100,000	58,239	158,239	17,909	45,957	94,373	41,761	52,612
Total Projects	<u>\$ 1,800,000</u>	<u>\$ 3,224,250</u>	<u>\$ (2,983,367)</u>	<u>\$ 240,883</u>	<u>\$ 28,415</u>	<u>\$ 70,640</u>	<u>\$ 141,828</u>	<u>\$ 174,962</u>	<u>\$ 1,642,615</u>
Transfer to CIP Fund	3,100,000	-	3,100,000	3,100,000	3,100,000	-	-	-	-
Total Transfers Out	<u>\$ 3,100,000</u>	<u>\$ -</u>	<u>\$ 3,100,000</u>	<u>\$ 3,100,000</u>	<u>\$ 3,100,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total Expenditures	<u>\$ 7,080,644</u>	<u>\$ 5,404,894</u>	<u>\$ 116,633</u>	<u>\$ 5,521,527</u>	<u>\$ 3,128,415</u>	<u>\$ 70,640</u>	<u>\$ 2,322,472</u>	<u>\$ 174,962</u>	<u>\$ 3,823,259</u>
REVENUE OVER (UNDER) EXPENDITURES				\$ (2,071,527)	\$ (944,832)				
Beginning Fund Balance October 1				7,133,053	7,133,053				
Ending Fund Balance Current Month				<u>\$ 5,061,527</u>	<u>\$ 6,188,222</u>				

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WASTEWATER IMPACT FEES FUND

	Project Budget	Current Year Original Budget	Current Year Budget Amendment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
REVENUES									
Impact Fees Wastewater		\$ 2,000,000	\$ -	\$ 2,000,000	\$ 937,850				
Interest Income		100,000	-	100,000	99,703				
Upper Trinity Equity Fee		300,000	-	300,000	164,500				
Total Revenues		<u>\$ 2,400,000</u>	<u>\$ -</u>	<u>\$ 2,400,000</u>	<u>\$ 1,202,053</u>				
EXPENDITURES									
Developer Reimbursements									
TVG Westside Utility Developer Reimb	\$ 222,502	\$ 222,502	\$ -	\$ 222,502	\$ -		\$ 222,502		\$ 222,502
Prosper Partners Utility Developer Reimb	100,000	100,000	-	100,000	-		100,000		100,000
Frontier Estates Developer Reimb	-	-	-	-	21,774		(21,774)		(21,774)
LaCima Developer Reimb	150,000	150,000	-	150,000	-		150,000		150,000
Brookhollow Developer Reimb	152,146	152,146	-	152,146	90,304		61,842		61,842
TVG Windsong Developer Reimb	650,000	650,000	-	650,000	-		650,000		650,000
All Storage Developer Reimb	168,732	168,732	-	168,732	-		168,732		168,732
Legacy Garden Developer Reimb	86,711	86,711	-	86,711	-		86,711		86,711
Total Developer Reimbursements	<u>\$ 1,530,091</u>	<u>\$ 1,530,091</u>	<u>\$ -</u>	<u>\$ 1,530,091</u>	<u>\$ 112,078</u>	<u>\$ -</u>	<u>\$ 1,418,013</u>	<u>\$ -</u>	<u>\$ 1,418,013</u>
Capital Expenditures									
Doe Branch Wastewater Lines	\$ 975,000	\$ 212,000	\$ 669,859	\$ 881,859	\$ 149,062	\$ 424,002	\$ 308,795	\$ 275,380	\$ 126,556
Impact Fee Study	115,947	-	74,186	74,186	27,426	46,760	-	41,761	-
Total Projects	<u>\$ 1,090,947</u>	<u>\$ 212,000</u>	<u>\$ 744,045</u>	<u>\$ 956,045</u>	<u>\$ 176,487</u>	<u>\$ 470,762</u>	<u>\$ 308,795</u>	<u>\$ 317,141</u>	<u>\$ 126,556</u>
Transfer to CIP Fund	-	-	-	-	-	-	-	-	-
Total Transfers Out	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total Expenditures	<u>\$ 2,621,038</u>	<u>\$ 1,742,091</u>	<u>\$ 744,045</u>	<u>\$ 2,486,136</u>	<u>\$ 288,565</u>	<u>\$ 470,762</u>	<u>\$ 1,726,809</u>	<u>\$ 317,141</u>	<u>\$ 1,544,570</u>
REVENUE OVER (UNDER) EXPENDITURES				\$ (86,136)	\$ 913,488				
Beginning Fund Balance October 1				2,643,495	2,643,495				
Ending Fund Balance Current Month				<u>\$ 2,557,359</u>	<u>\$ 3,556,983</u>				

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Expected Year to Date Percent 58.33%

VEHICLE AND EQUIPMENT REPLACEMENT FUND

	Original Budget	Budget Amendment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Grant Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%		\$ -	0%
Other Reimbursements	150,000	-	150,000	-	-	150,000	0%		-	0%
Interest Income	250,000	-	250,000	157,484	-	92,516	63%		93,676	68%
Charges for Services	1,478,966	-	1,478,966	862,730	-	616,236	58%		808,067	7%
Total Revenue	\$ 1,878,966	\$ -	\$ 1,878,966	\$ 1,020,215	\$ -	\$ 858,751	54%		\$ 901,743	13%
EXPENDITURES										
Vehicle Replacement	\$ 772,500	\$ 248,374	\$ 1,020,874	\$ 233,834	\$ 189,000	\$ 598,040	41%		\$ 137,570	70%
Equipment Replacement	203,870	241,152	445,022	212,392	241,152	(8,522)	102%		30,243	602%
Technology Replacement	145,200	-	145,200	45,378	6,480	93,341	36%		-	0%
Total Expenditures	\$ 1,121,570	\$ 489,525	\$ 1,611,095	\$ 491,604	\$ 436,632	\$ 682,859	58%		\$ 167,813	193%
REVENUE OVER (UNDER) EXPENDITURES	\$ 757,396	\$ (489,525)	\$ 267,871	\$ 528,610					\$ 733,930	
Beginning Fund Balance October 1			5,334,214	5,334,214					3,957,862	
Ending Fund Balance Current Month			<u>\$ 5,602,085</u>	<u>\$ 5,862,825</u>					<u>\$ 4,691,792</u>	

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HEALTH INSURANCE FUND

	Original Budget	Budget Amendment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Health Charges	\$ 4,871,808	\$ -	\$ 4,871,808	\$ 2,657,702	\$ -	\$ 2,214,106	55%		\$ 2,244,859	18%
Miscellaneous	250,000	-	250,000	64,560	-	185,440	26%		64,693	0%
Interest Income	5,000	-	5,000	19,703	-	(14,703)	394%		13,761	43%
Total Revenue	\$ 5,126,808	\$ -	\$ 5,126,808	\$ 2,741,965	\$ -	\$ 2,384,843	53%		\$ 2,323,314	18%
EXPENDITURES										
Contractual Services	\$ 149,500	\$ -	\$ 149,500	\$ 94,293	\$ -	\$ 55,207	63%		\$ 124,498	-24%
Employee Health Insurance	4,969,439	-	4,969,439	2,642,412	-	2,327,027	53%		2,414,131	9%
Total Expenditures	\$ 5,118,939	\$ -	\$ 5,118,939	\$ 2,736,705	\$ -	\$ 2,382,234	53%		\$ 2,538,628	8%
REVENUE OVER (UNDER) EXPENDITURES	\$ 7,869	\$ -	\$ 7,869	\$ 5,261					\$ (215,315)	
Beginning Fund Balance October 1			389,018	389,018					552,615	
Ending Fund Balance Current Month			<u>\$ 396,887</u>	<u>\$ 394,279</u>					<u>\$ 337,300</u>	

TOWN OF PROSPER, TEXAS
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WATER-SEWER FUND

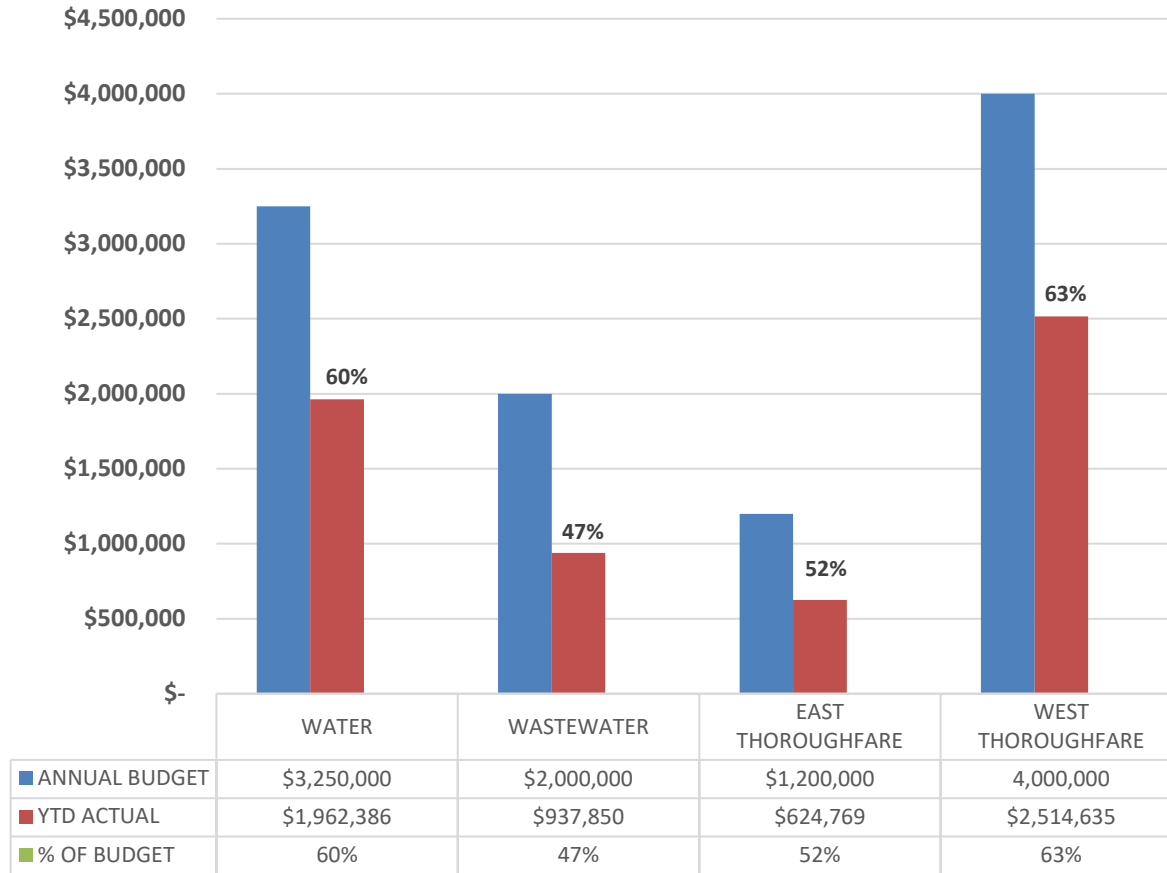
	Original Budget	Budget Amendment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Water Charges for Services	\$ 23,114,755	\$ -	\$ 23,114,755	\$ 9,182,384	\$ -	\$ 13,932,371	40%	2	\$ 8,510,467	8%
Sewer Charges for Services	11,892,552	-	11,892,552	6,420,740	-	5,471,812	54%		5,908,647	9%
Licenses, Fees & Permits	377,705	-	377,705	256,714	-	120,991	68%		228,911	12%
Utility Billing Penalties	186,900	-	186,900	136,994	-	49,906	73%		112,010	22%
Interest Income	350,000	-	350,000	319,809	-	30,191	91%		243,027	32%
Other	3,494,342	-	3,494,342	457,702	-	3,036,640	13%		377,518	21%
Transfer In	-	-	-	-	-	-	0		-	0%
Total Revenues	\$ 39,416,254	\$ -	\$ 39,416,254	\$ 16,774,344	\$ -	\$ 22,641,910	43%		\$ 15,380,582	9%
EXPENDITURES										
Administration	\$ 1,138,944	\$ -	\$ 1,138,944	\$ 621,834	\$ 137,389	\$ 379,721	67%	1	\$ 677,857	-8%
Debt Service	4,609,584	-	4,609,584	2,164,788	-	2,444,796	47%		1,701,906	27%
Water Purchases	12,704,415	-	12,704,415	6,731,341	-	5,973,074	53%		5,306,907	27%
Sewer Management Fee	4,560,895	-	4,560,895	2,956,434	-	1,604,461	65%		2,294,283	29%
Franchise Fee	689,851	-	689,851	402,413	-	287,438	58%		308,891	30%
Public Works	8,226,657	13,800	8,240,457	4,205,524	939,594	3,095,339	62%		3,542,048	19%
Transfer Out	9,255,356	4,056	9,259,412	5,165,496	-	4,093,916	56%	3	677,450	662%
Total Expenses	\$ 41,185,702	\$ 17,856	\$ 41,203,558	\$ 22,247,831	\$ 1,076,982	\$ 15,986,846	57%		\$ 14,509,342	53%
REVENUE OVER (UNDER) EXPENDITURES	\$ (1,769,448)	\$ (17,856)	\$ (1,787,304)	\$ (5,473,487)					\$ 871,240	
Beginning Working Capital October 1			17,832,990	17,832,990					12,669,408	
Ending Working Capital			<u>\$ 16,045,686</u>	<u>\$ 12,359,503</u>					<u>\$ 13,540,648</u>	

Notes

- Annual debt service payments are made in February and August.
- Other Revenue includes \$3.0M budgeted for TxDOT reimbursement.
- Transfers out consist of \$2.0M - solid waste loan, \$2.0M - DNT water line relocation, \$400K - Wilson Creek, \$75K - sewer replacement, and \$591,584 - General Fund admin costs.
- Minimum Ending Working Capital balance for FY23 = \$8,278,513 (25%).

IMPACT FEE REVENUE

YTD Actual to Annual Budget



TOWN OF PROSPER, TEXAS
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Expected Year to Date Percent 58.33%

WATER-SEWER FUND

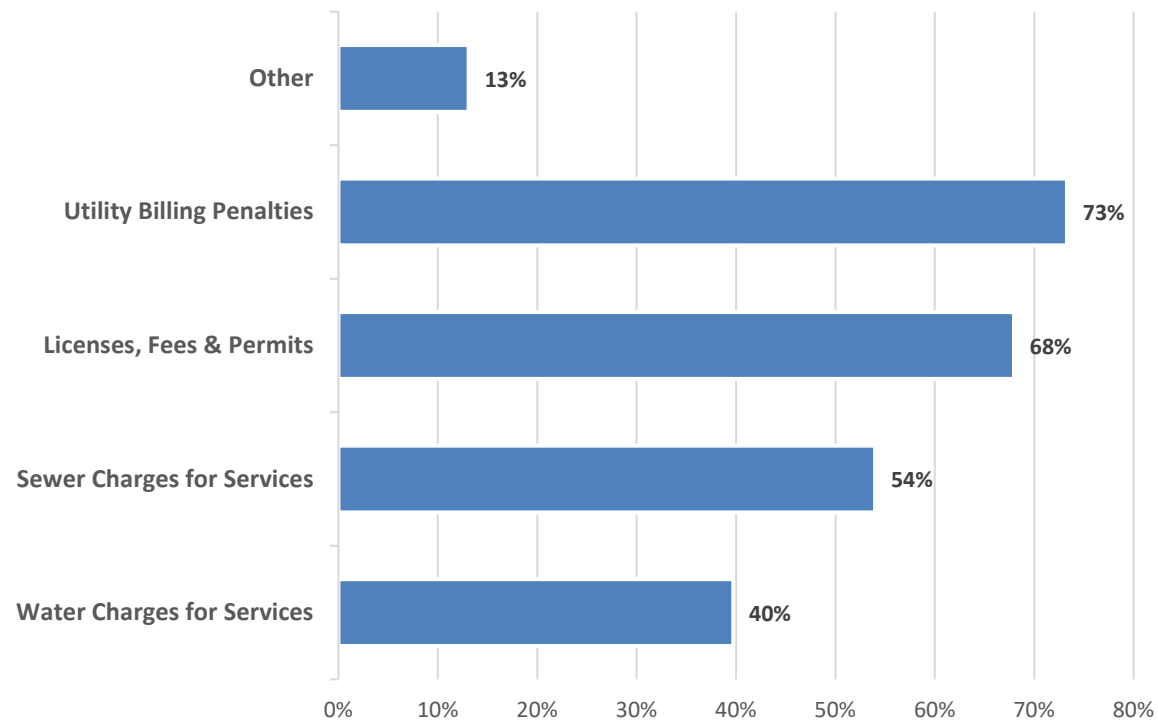
	Apr-24		Apr-23		Growth % Change
	WATER	SEWER	WATER	SEWER	
# of Accts Residential	13,183	12,482	12,282	11,576	7.57%
# of Accts Commercial	443	400	434	391	2.18%
Consumption-Residential	117,620,140	86,618,780	123,573,260	75,141,380	2.78%
Consumption-Commercial	21,393,050	16,030,580	21,544,860	14,751,380	3.11%
Consumption-Commercial Irrigation	15,579,240	0	13,516,850	0	15.26%
Avg Total Res Water Consumption	8,900	0	10,053	0	-11.47%
Billed (\$) Residential	830,797	777,043	851,916	694,735	3.96%
Billed (\$) Commercial	214,001	158,617	202,145	123,129	14.56%
Billed (\$) Commercial Irrigation	139,663	-	119,224	-	17.14%
Total Billed (\$)	\$ 1,184,461	\$ 935,660	\$ 1,173,285	\$ 817,863	6.48%

Average per Residence Water Consumption by Month				
	FY2024	FY2023	Four Year	Cumulative
			Average	Average
October	19,061	20,110	17,424	17,424
November	10,540	11,190	11,104	28,528
December	8,003	6,273	7,256	35,784
January	7,400	8,049	6,727	42,511
February	6,200	10,053	6,381	48,891
March	7,600	5,839	6,436	55,327
April	8,900	10,053	9,333	64,660
May		14,092	12,345	77,005
June		14,281	13,323	90,328
July		16,992	17,885	108,212
August		23,095	23,040	131,252
September		26,836	19,429	150,681
TOTAL (gal)	67,704	162,724	150,681	

Month	Avg. Temp (°F)	# Rain Days	Rainfall		Average	Cumulative
	FY24		FY2024	FY2023		
October	68°	8	11.30	5.65	8.48	8.48
November	58°	2	0.57	5.82	3.20	11.67
December	53°	5	4.09	3.43	3.76	15.43
January	43°	10	3.86	1.29	2.58	18.01
February	58°	5	1.56	4.51	3.04	21.04
March	61°	12	6.57	2.69	4.63	25.67
April	69°	9	9.07	1.20	5.14	30.81
May				3.62	3.62	34.43
June				2.35	2.35	36.78
July				0.47	0.47	37.25
August				0.07	0.07	37.32
September				1.18	1.18	38.50
Annual		51.00	37.02	32.28	38.50	

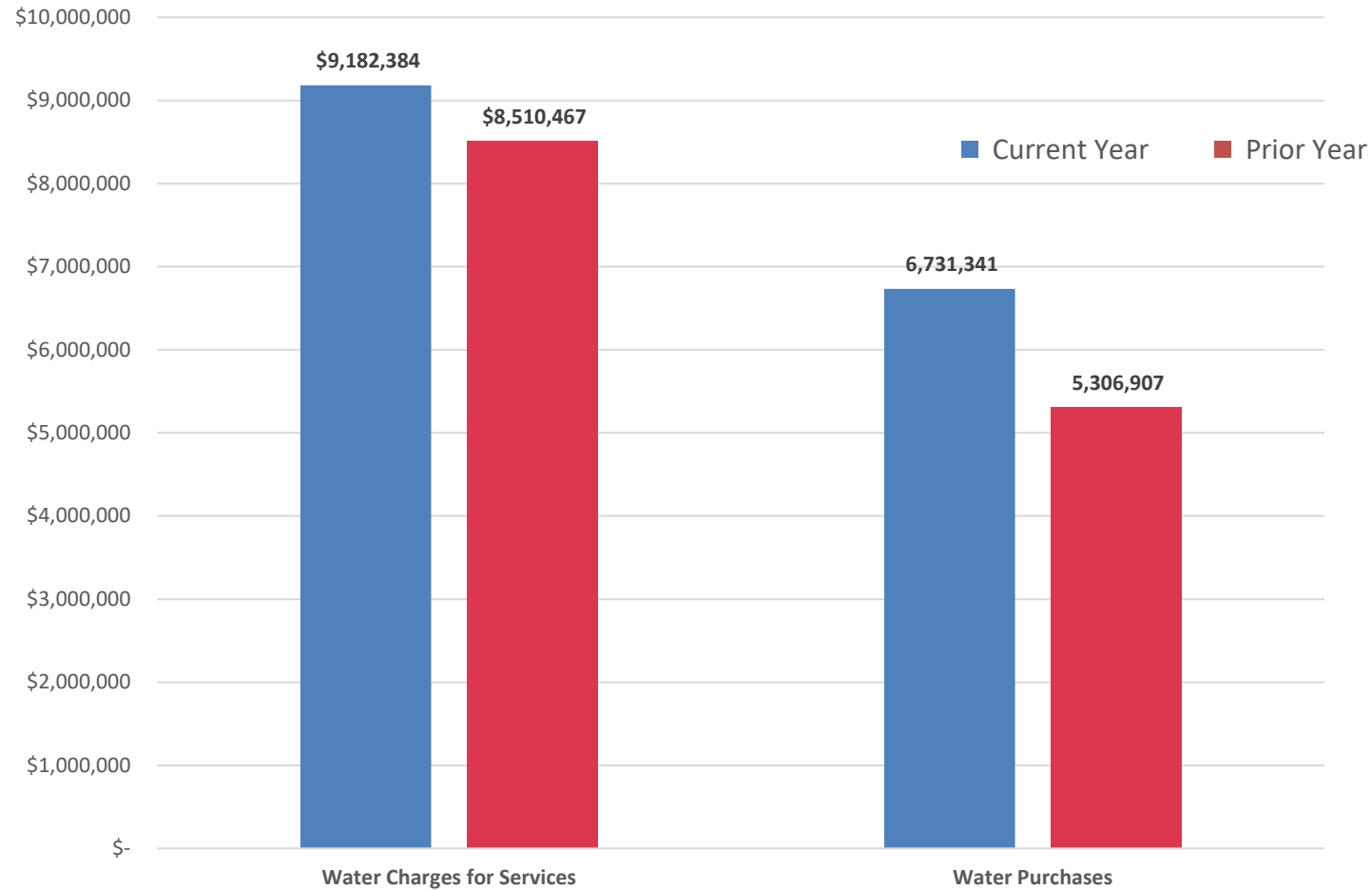
Weather Data: <https://www.wunderground.com/history/monthly/KDAL/date/2023-10>

WATER/SEWER REVENUE YTD % OF ANNUAL BUDGET



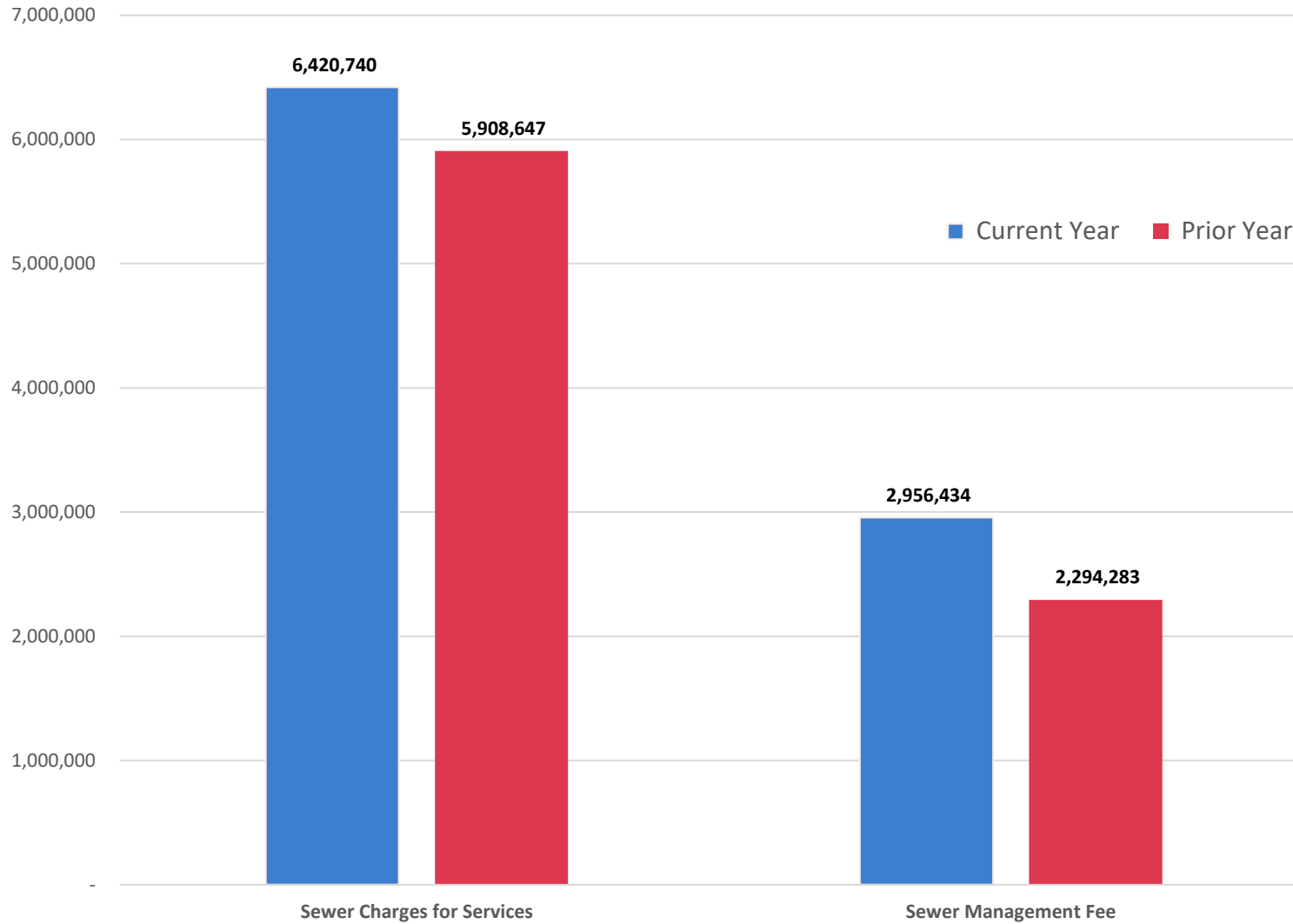
WATER REVENUE AND EXPENSE

Current YTD to Prior Year YTD Actual Comparison



SEWER REVENUE AND EXPENSE

Current YTD to Prior Year YTD Actual Comparison



TOWN OF PROSPER, TEXAS
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STORM DRAINAGE UTILITY FUND

	Original Budget	Budget Amendment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Storm Drainage Utility Fee	\$ 825,000	\$ -	\$ 825,000	\$ 540,054	\$ -	\$ 284,946	65%		\$ 496,191	9%
Drainage Review Fee	-	-	-	3,150	-	(3,150)	0%		-	0%
Interest Income	1,800	-	1,800	7,787	-	(5,987)	433%		(2,925)	-366%
Other Revenue	3,000	-	3,000	-	-	3,000	0%		2,096	-100%
Transfer In	-	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 829,800	\$ -	\$ 829,800	\$ 550,991	\$ -	\$ 278,809	66%		\$ 495,363	11%
EXPENDITURES										
Personnel Services	\$ 329,605	\$ -	\$ 329,605	\$ 164,347	\$ -	\$ 165,258	50%		\$ 92,688	77%
Debt Service	219,463	-	219,463	150,531	-	68,932	69%	2	141,589	6%
Operating Expenditures	153,221	(2,028)	151,193	19,171	39,951	92,071	39%		41,798	-54%
Capital Expenditures	225,000	(225,000)	-	-	-	-	0%		62,230	-100%
Transfers Out	107,996	227,028	335,024	291,147	-	43,877	87%	1	62,998	362%
Total Expenses	\$ 1,035,285	\$ -	\$ 1,035,285	\$ 625,197	\$ 39,951	\$ 370,137	64%		\$ 401,302	56%
REVENUE OVER (UNDER) EXPENDITURES	\$ (205,485)	\$ -	\$ (205,485)	\$ (74,205)					\$ 94,061	
Beginning Working Capital October 1			380,410	380,410					632,579	
Ending Working Capital Current Month			<u>\$ 174,925</u>	<u>\$ 306,205</u>					<u>\$ 726,640</u>	

Notes

- 1 Capital project funds are transferred as needed; General fund transfers are made monthly.
- 2 Annual debt service payments are made in February and August.

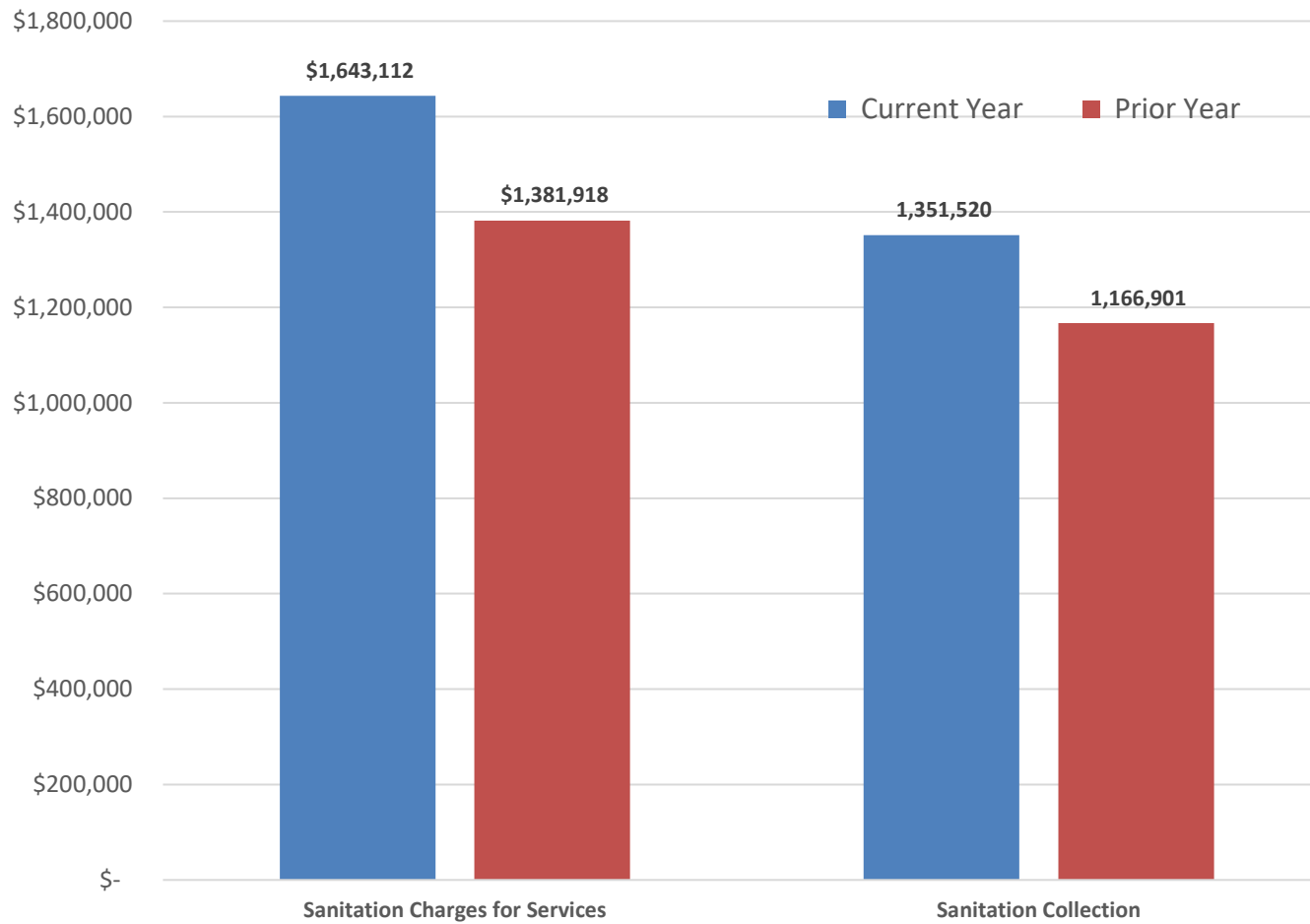
TOWN OF PROSPER, TEXAS
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Expected Year to Date Percent 58.33%

SOLID WASTE FUND

	Original Budget	Budget Amendment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Sanitation Charges for Services	\$ 2,979,722	\$ -	\$ 2,979,722	\$ 1,643,112	\$ -	\$ 1,336,610	55%		\$ 1,381,918	19%
Interest Income	-	-	-	4,085	-	(4,085)	0%		834	390%
Transfer In	2,050,000	-	2,050,000	2,000,000	-	50,000	98%		-	0%
Total Revenues	\$ 5,029,722	\$ -	\$ 5,029,722	\$ 3,647,197	\$ -	\$ 1,382,525	73%		\$ 1,382,752	164%
EXPENDITURES										
Administration	\$ 2,325,554	\$ (2,015,411)	\$ 310,143	\$ 32,073	\$ -	\$ 278,070	10%		\$ 35,090	-9%
Sanitation Collection	2,668,887	-	2,668,887	1,351,520	-	1,317,367	51%		1,166,901	16%
Capital Expenditure	-	1,955,000	1,955,000	1,933,413	17,067	4,520	100%		-	0%
Debt Service	-	60,411	60,411	17,500	-	42,911	29%		-	0%
Transfer Out	-	-	-	-	-	-	0%		-	0%
Total Expenses	\$ 4,994,441	\$ -	\$ 4,994,441	\$ 3,334,506	\$ 17,067	\$ 1,642,868	67%		\$ 1,201,991	177%
REVENUE OVER (UNDER) EXPENDITURES	\$ 35,281	\$ -	\$ 35,281	\$ 312,691					\$ 180,761	
Beginning Working Capital October 1			6,018	6,018						
Ending Working Capital			<u>\$ 41,299</u>	<u>\$ 318,709</u>						

SOLID WASTE REVENUE AND EXPENSE

Current YTD to Prior Year YTD Actual Comparison



TOWN OF PROSPER, TEXAS
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CAPITAL PROJECTS FUND - GENERAL

	Project Budget	Current Year Original Budget	Current Year Budget Amendment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
REVENUES									
Grants		\$ 1,877,105	\$ -	\$ 1,877,105	\$ -	-	-	-	-
Property Taxes-Delinquent		-	-	-	-	-	-	-	-
Property Taxes-Current		8,502,003	-	8,502,003	8,502,003	-	-	-	-
Taxes-Penalties		-	-	-	-	-	-	-	-
Contributions/Interlocal Revenue		-	-	-	1,685,240	-	-	-	-
Bond Proceeds		-	-	-	-	-	-	-	-
Interest Income		-	-	-	2,730,182	-	-	-	-
Other Revenue		-	-	-	7,872	-	-	-	-
Transfers In - General Fund		-	262,500	262,500	262,500	-	-	-	-
Transfers In - Impact Fee Funds		-	300,000	300,000	300,000	-	-	-	-
Transfers In - Escrows		-	-	-	-	-	-	-	-
Transfers In - Parks		-	-	-	1,513,800	-	-	-	-
*Transfers In/Out - Bond Funds		-	-	-	-	-	-	-	-
Total Revenues		\$ 10,379,108	\$ 562,500	\$ 10,941,608	\$ 15,001,596	-	-	-	-
EXPENDITURES									
West Prosper Roads	\$ 14,017,321	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,017,321	\$ -
Fishtrap (seg 2) PIDO Reimbursement	940,631	-	-	-	-	-	-	940,631	-
DNT Main Lane (US 380 - FM 428)	2,557,062	-	2,557,062	2,557,062	2,557,062	-	0	-	0
Coit Rd (First-Frontier) 4 Lns	7,789,900	-	6,499,199	6,499,199	445,815	-	6,053,384	801	7,343,284
First St (DNT to Coleman)	24,786,567	-	22,644,181	22,644,181	239,467	251,615	22,153,098	2,142,387	22,153,098
Prosper Trl(Coit-Cus	5,769,088	-	-	-	1,545	-	(1,545)	5,769,088	(1,545)
First Street (Elem-DNT) 4 Lanes	30,879,730	-	24,186,414	24,186,414	6,790,453	15,923,711	1,472,250	7,418,615	746,950
Preston Road / First Street Dual Left Turns (Design & C	900,000	-	900,000	900,000	65,648	27,952	806,400	-	806,400
First St (Coit-Custer) 4 Lanes	27,269,101	-	8,805,215	8,805,215	4,631,456	2,741,068	1,432,692	18,463,886	1,432,692
Preston/Prosper Trail Turn Lane	900,000	-	749,462	749,462	145,930	202,362	401,170	150,538	401,170
Craig Street (Preston-Fifth)	450,000	-	123,480	123,480	19,533	75,588	28,360	326,520	28,360
First Street (Teel - Gee Road)	7,225,443	-	2,435,465	2,435,465	2,037,988	386,029	11,447	4,789,978	11,447
Gee Road (First Street - Windsong)	5,414,933	-	1,024,673	1,024,673	435,580	599,496	(10,403)	3,016,368	1,363,490
Coleman (Gorgeous - Prosper Trail)	1,500,000	-	945,443	945,443	54,515	280,380	610,549	554,557	610,549
Coleman (Prosper Trail - PHS)	720,000	-	720,000	720,000	-	-	720,000	-	720,000
Legacy (Prairie - First Street)	11,425,000	-	10,706,174	10,706,174	58,385	9,441,434	1,206,354	718,827	1,206,354
Coit/US 380 SB Turn Lanes	300,000	-	276,014	276,014	72,593	199,992	3,429	23,986	3,429
Parvin (FM 1385 - Legacy)	500,000	-	-	-	-	-	-	500,000	-
US 380 Deceleration Lanes - Denton County	500,000	-	500,000	500,000	-	-	500,000	-	500,000
Safety Way	800,000	-	800,000	800,000	-	-	800,000	-	800,000
Gorgeous/McKinley	700,000	-	700,000	700,000	-	-	700,000	-	700,000
Renaming of Fishtrap Road to W. First Street	80,000	-	77,123	77,123	-	-	77,123	2,877	77,123
Gee Road (US 380-FM 1385)	2,200,000	-	2,038,300	2,038,300	321,856	1,171,444	545,000	161,700	545,000
Frontier (Legacy-DNT)	300,000	-	-	-	-	-	-	300,000	-
First Street (Coleman)	500,000	-	499,791	499,791	285,591	210,958	3,242	209	3,242
Star Trail, Phase S: Street Repairs	1,450,000	-	1,450,000	1,450,000	-	300,000	1,150,000	-	1,150,000
Prosper Trail (Coit - Custer) - 2 WB lanes	400,000	-	400,000	400,000	-	-	400,000	-	400,000
Windsong Pkwy/380 Dual L Turns	22,800	-	22,800	22,800	11,500	11,300	-	-	-
Teel Parkway (US 380 - First Street Rd) NB 2 Lanes (Design)	5,850,000	-	5,637,136	5,637,136	81,663	5,485,186	70,287	212,864	70,287
Traffic Improvement Projects	849,200	-	849,200	849,200	-	-	849,200	-	849,200
Parking Lot & Alley	-	-	558,500	558,500	-	122,500	436,000	-	(122,500)
Coleman St (First-Go	660,000	-	660,000	660,000	-	-	660,000	-	660,000
US380 Median Lighting	465,912	-	-	-	-	-	-	465,912	-
Fifth Street Quiet Zone	500,000	-	500,000	500,000	-	-	500,000	-	500,000
Traffic Signal - Fishtrap & Artesia Boulevard	65,000	-	65,000	65,000	7,802	52,448	4,750	-	4,750
Med Lighting 380-Mah	-	-	300,000	300,000	-	-	300,000	-	-
Traffic Signal - DNT/Frontier	265,000	-	265,000	265,000	16,125	66,875	182,000	-	182,000
Traffic Signal - Teel Pkwy & Prairie Drive	65,000	-	65,000	65,000	6,466	34,284	24,250	-	24,250
Signl Sdy/Beacon Aca	87,600	-	317,600	317,600	26,250	61,350	230,000	-	-
Crswalk Sign Markings Flashers	268,920	-	268,920	268,920	-	-	268,920	-	268,920
Traffic Signal First	113,333	-	113,333	113,333	-	113,333	-	-	-
Traffic Warrant Stud	14,667	-	14,667	14,667	-	-	-	-	-
Acaci Traffic Signal	43,480	-	43,480	43,480	34,330	9,150	-	-	-
DNT Signal Conduit R	173,449	-	173,449	173,449	-	-	173,449	-	173,449
Opticom Repair/Insta	85,000	-	85,000	85,000	-	-	85,000	-	85,000
Capital Expenditures	4,176,553	4,176,553	(4,176,553)	-	-	-	-	-	4,176,553
Total Street Projects	\$ 163,980,690	\$ 4,176,553	\$ 94,800,529	\$ 98,977,082	\$ 18,347,553	\$ 37,783,122	\$ 42,846,406	\$ 59,977,063	\$ 47,872,952

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
April 30, 2024

CAPITAL PROJECTS FUND - GENERAL

	Project Budget	Current Year Original Budget	Current Year Budget Amendment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
Turf Irrigation SH289	\$ 48,935	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 48,935	\$ -
Lakewood Preserve, Phase 2	4,982,255	-	5,102,255	5,102,255	2,413,762	131,477	2,557,015	-	2,437,015
Doe Branch Property Trail Connections	700,000	-	1,684,000	1,684,000	-	227,300	1,456,700	-	472,700
Downtown Pond Improvements	120,000	-	108,240	108,240	-	-	108,240	11,760	108,240
Raymond Community Park	19,800,000	-	18,991,658	18,991,658	1,042,935	8,190,156	9,758,566	808,342	9,758,566
Green Ribbon Lovers	2,295,000	-	2,295,000	2,295,000	-	-	2,295,000	-	2,295,000
Downtown Park(Broadw	250,000	-	250,000	250,000	-	-	250,000	-	250,000
Windsong Parkland Dedication	1,913,800	-	1,913,800	1,913,800	1,913,800	-	-	-	-
Froniter Park Pond Repairs	473,000	-	473,000	473,000	-	-	473,000	-	473,000
Various Hike and Bike Trails	580,680	-	580,680	580,680	-	-	580,680	-	580,680
Prosper Trail Screening (Preston - Deer Run)	750,000	-	750,000	750,000	-	157,000	593,000	-	593,000
Parks Master Plan Up	140,000	-	140,000	140,000	20,336	110,461	9,203	-	9,203
Total Park Projects	\$ 32,053,669	\$ -	\$ 32,288,632	\$ 32,288,632	\$ 5,390,834	\$ 8,816,394	\$ 18,081,404	\$ 869,037	\$ 16,977,404
PD Car Camera and Body worn Camera System	\$ 387,225	\$ -	\$ 370,325	\$ 370,325	\$ -	\$ -	\$ 370,325	\$ 16,900	\$ 370,325
Station #3 Quint Engine	1,495,000	-	25,120	25,120	17,825	5,358	1,936	1,469,880	1,936
Station #3 Ambulance	495,000	-	40,109	40,109	-	2,931	37,178	454,891	37,178
Parks & Public Works, Phase 1	1,800,000	-	3,450,000	3,450,000	-	-	3,450,000	-	1,800,000
Public Safety Complex, Phase 2-Design	1,562,823	-	-	-	-	-	-	1,562,823	-
Public Safety Complex, Phase 2-Dev Costs	124,691	-	975	975	975	-	-	123,716	-
Public Safety Complex, Phase 2-Construction	14,499,866	-	-	-	-	-	-	14,499,866	-
Public Safety Complex, Phase 2-FFE	1,274,385	-	174,439	174,439	8,375	-	166,064	1,099,946	166,064
Fire Station #4 - Design	623,555	-	150,568	150,568	-	201,220	(50,652)	472,987	(50,652)
Fire Station #4 - Engine	1,250,000	-	27,213	27,213	14,140	5,358	7,714	1,222,787	7,714
Fire Station #4 - Ambulance	552,000	-	427,568	427,568	1,863	382,286	43,420	124,432	43,420
Fire Station #4 - Other Costs	8,250	-	-	-	-	-	-	8,250	-
Fire Station #4 Construction	10,168,195	-	10,168,195	10,168,195	-	-	10,168,195	-	10,168,195
Parks and Public Works Parking Lot	1,000,000	-	-	-	-	-	-	-	1,000,000
Interim Community Center	2,250,000	-	-	-	-	-	-	-	2,250,000
Finish Out Interior Spaces Town Hall First and Second Floor	650,000	-	650,000	650,000	-	336,437	313,563	-	313,563
Library Master Plan	130,000	-	130,000	130,000	-	-	130,000	-	130,000
Emergency Warning Sirens	296,887	-	296,887	296,887	296,380	506	-	-	-
PD Station Improve	153,728	-	153,728	153,728	-	-	153,728	-	153,728
Total Facility Projects	\$ 38,721,604	\$ -	\$ 16,065,126	\$ 16,065,126	\$ 339,558	\$ 934,097	\$ 14,791,470	\$ 21,056,478	\$ 16,391,470
Transfer Out	-	-	-	-	-	-	-	-	-
Total Expenditures	\$ 234,755,964	\$ 4,176,553	\$ 143,154,287	\$ 147,330,840	\$ 24,077,945	\$ 47,533,614	\$ 75,719,281	\$ 81,902,579	\$ 81,241,826
REVENUE OVER (UNDER) EXPENDITURES				\$ (136,389,232)	\$ (9,076,349)				
Beginning Fund Balance (Restricted for Capital Projects) October 1				77,609,702	77,609,702				
Ending Fund Balance (Restricted for Capital Projects) Current Month				\$ (58,779,530)	\$ 68,533,353				

*Transfers In/Out - Bonds--Bond and CIP funds are both in the Capital Projects Fund so transfers between these funds are netted together and eliminated.

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
April 30, 2024

CAPITAL PROJECTS FUND-WATER/SEWER

	Project Budget	Current Year Original Budget	Current Year Budget Amendment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Year Expenditure	Project Budget Balance
REVENUES									
Interest Income		\$ -	\$ -	\$ -	\$ 1,048,234				
Bond Proceeds		-	-	-	-				
Grants		-	6,102,367	6,102,367	8,888,286				
Transfers In		-	471,613	471,613	2,700,000				
Transfers In - ARPA Funds		6,348,980	(6,348,980)	-	-				
Transfers In - Impact Fee Funds		-	-	-	3,100,000				
Transfers In - Bond Funds		-	-	-	-				
Total Revenues		\$ 6,348,980	\$ 225,000	\$ 6,573,980	\$ 15,736,520				
EXPENDITURES									
Lower Pressure Plane Pump Station Design	\$ 18,023,706	\$ -	\$ 7,603,154	\$ 7,603,154	\$ 3,921,137	\$ 3,803,812	\$ (121,794)	\$ 10,663,960	\$ (365,203)
LPP Water Line Phase, 2A	12,907,394	-	12,663,890	12,663,890	598,597	-	12,065,294	-	12,308,798
Broadway (Parvin-Craig)	150,000	-	-	-	-	-	-	-	150,000
Fishtrap (Elem-DNT) (Legacy Water Line)	15,000	-	-	-	-	-	-	15,000	-
Doe Branch Parallel Interceptor	7,400,000	-	7,400,000	7,400,000	-	-	7,400,000	-	7,400,000
Doe Branch, Phase 3 WWTP	55,000,000	6,348,980	48,651,020	55,000,000	6,102,367	-	48,897,633	-	48,897,633
Sanitary Sewer Repla	75,000	-	75,000	75,000	42,136	-	32,864	-	32,864
Wilson Creek WW Line	400,000	-	400,000	400,000	-	-	400,000	-	400,000
Parks & Public Works, Phase 1	600,000	-	600,000	600,000	-	-	600,000	-	600,000
DNT (Prosper Trail - Frontier Parkway) 12-inch WL	4,700,000	-	4,500,000	4,500,000	622,358	602,352	3,275,291	-	3,475,291
Upper Doe Branch WW Line (Teel-PISD Stadium)	5,025,000	-	4,050,000	4,050,000	-	-	4,050,000	-	5,025,000
DNT Water Line Relocation (US 380 - First St)	2,146,650	-	2,127,151	2,127,151	121,652	1,319,218	686,280	19,499	686,280
Master Plan Projects	1,539,007	-	1,539,007	1,539,007	-	-	1,539,007	-	1,539,007
5 MG Ground Storage	600,000	-	600,000	600,000	-	-	600,000	-	600,000
Water Line Relocation Frontier	3,400,000	-	3,137,000	3,137,000	49,404	331,145	2,756,451	263,000	2,756,451
Total Water & Wastewater Projects	\$ 111,981,757	\$ 6,348,980	\$ 93,346,222	\$ 99,695,202	\$ 11,457,651	\$ 6,056,527	\$ 82,181,025	\$ 10,961,460	\$ 83,506,120
Old Town Regional Pond #2	\$ 48,386	\$ -	\$ 17,177	\$ 17,177	\$ 8,603	\$ 8,510	\$ 63	\$ 31,210	\$ 63
BNSF Drainage Reimbu	500,000	-	500,000	500,000	500,000	-	-	-	-
Doe Branch Crk Erosi	225,000	-	225,000	225,000	-	-	225,000	-	225,000
Total Drainage Projects	\$ 773,386	\$ -	\$ 742,177	\$ 742,177	\$ 508,603	\$ 8,510	\$ 225,063	\$ 31,210	\$ 225,063
Transfer out	-	-	-	-	-	-	-	-	-
Total Expenses	\$ 112,755,143	\$ 6,348,980	\$ 94,088,399	\$ 100,437,379	\$ 11,966,254	\$ 6,065,037	\$ 82,406,088	\$ 10,992,669	\$ 83,731,183
REVENUE OVER (UNDER) EXPENDITURES				\$ (93,863,399)	\$ 3,770,266				
Beginning Fund Balance (Restricted for Capital Projects) October 1				40,601,835	40,601,835				
Ending Fund Balance (Restricted for Capital Projects) Current Month				<u>\$ (53,261,564)</u>	<u>\$ 44,372,101</u>				

Town Manager's Office

To: Mayor and Town Council

From: Bob Scott, Deputy Town Manager

Through: Mario Canizares, Town Manager

Re: Ordinance Increasing Town Manager Contract Authority

Town Council Meeting – May 28, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon approving an ordinance to authorize the Town Manager to execute certain agreements, contracts, and grant applications by increasing the contract and related authority to \$50,000.00 and authorizing the delegation to any Assistant Town Manager.

Description of Agenda Item:

Currently, only the Town Manager has the authority to sign contracts on behalf of the Town. All contracts exceeding \$25,000 must be approved through formal Town Council action; both exceeding the requirements of state law. With inflation and population growth, the Town's operating and capital budget are approaching \$200 million with a proportionate growth in the number of contracts which are exceeding \$25,000. Additionally, the 2022 transition to a new Town Manager also demonstrated the impact on operations of having only one individual having the authority to sign contracts.

Budget Impact:

No budgetary impact is affiliated with this item.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has approved the attached ordinance as to form and legality.

Attached Documents:

1. Proposed Ordinance

Staff Recommendation:

Staff recommends approving an ordinance providing the Town Manager to delegate his/her authority to the Assistant Town Managers and raising the threshold for Town Council approval to \$50,000.00. Staff remains sensitive to those items of community significance or political sensitivity and will continue to place those items on the Council agenda even if less than \$50,000.00.

Proposed Motion:

I move to approve the attached an ordinance to authorize the Town Manager to execute certain agreements, contracts, and grant applications by increasing the contract and related authority to \$50,000.00 and authorizing the delegation to any Assistant Town Manager.

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 2024-__

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AMENDING SECTION 1.03.002, "AUTHORITY OF TOWN MANAGER TO EXECUTE CERTAIN AGREEMENTS, CONTRACTS AND GRANT APPLICATIONS," OF ARTICLE 1.03, "ADMINISTRATION," OF CHAPTER 1, "GENERAL PROVISIONS," CODE OF ORDINANCES OF THE TOWN OF PROSPER, TEXAS, BY INCREASING THE CONTRACT AND RELATED AUTHORITY OF THE TOWN MANAGER TO \$50,000.00 AND AUTHORIZING THE DELEGATION OF SAID AUTHORITY TO ANY ASSISTANT TOWN MANAGER; MAKING FINDINGS; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Prosper, Texas ("Town"), is a home-rule municipal corporation duly organized under the laws of the State of Texas; and

WHEREAS, the Town's current ordinances allow and authorize the Town Manager, among other things, to execute contracts and interlocal agreements not to exceed \$25,000.00 without first obtaining Town Council approval; and

WHEREAS, due to the growth of the Town, the increase in the number of employees of the Town, the increase in the number of contracts and agreements that the Town is required to consider, approve and execute, and the delay occasionally experienced in the prompt execution of contracts and agreements, the Town Council deems it prudent and advisable that the Town Manager's signatory authority be increased to \$50,000.00 and that the Town Manager should be authorized to delegate such authority to any Assistant Town Manager; and

WHEREAS, the Town Council has determined it is in the best interest of the Town that this issue be addressed.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, THAT:

SECTION 1

The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2

From and after the effective date of this Ordinance, Section 1.03.002, "Authority of the Town Manager to Execute Certain Agreements, Contracts and Grant Applications," of Article 1.03, "Administration," of Chapter 1, "General Provisions," of the Code of Ordinances of the Town of Prosper, Texas, is hereby amended to read as follows:

"Sec. 1.03.002 Authority of Town Manager to execute certain agreements, contracts and grant applications.

(a) *Authority of Town Manager to sign contracts.* The Town Manager shall have authority to sign all contracts not to exceed \$50,000.00 without first obtaining Town Council approval of each such contract to the extent only that funds have previously been allocated in

the Town's annual budget and are available for the purpose of said contract, and further provided that Town Council approval of said contract is not otherwise required by law.

(b) *Authority of Town Manager to approve change orders.* The Town Manager shall have authority relative to public improvements or purchases subject to the competitive sealed bidding and competitive sealed proposal requirements of V.T.C.A., Local Government Code, Ch. 252, as amended, to approve change orders involving an increase or decrease in the amount of \$50,000.00 or less, without approval of the Town Council.

(c) *Authority to sign interlocal agreements.* The Town Manager shall have the authority to sign any and all interlocal agreements between the town and any governmental entity authorized to enter into such interlocal agreements, pursuant to V.T.C.A. Government Code, Ch. 791, as amended, without first obtaining Town Council approval of such interlocal agreement. The Town Manager's authority to sign such interlocal agreements is limited to those interlocal agreements that do not require any expenditure in excess of \$50,000.00.

(d) *Authority of Town Manager to sign grant applications.* The Town Manager shall have authority to sign grant applications, and related documentation, for prospective grants of less than \$50,000.00 without first obtaining Town Council approval of each such grant. For prospective grants of \$50,000.00 or more, the Town Manager may sign grant applications, and related documentation, and thereafter seek ratification of the grant application, and related documentation, by the Town Council.

(e) *Town Manager delegation of authority.* The Town Manager may delegate any signatory or approval authority referenced in this section to any Assistant or Deputy Town Manager."

SECTION 3

All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict. Any remaining portion of conflicting ordinances shall remain in full force and effect.

SECTION 4

If any section, subsection, clause, phrase or provision of this Ordinance, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unconstitutional, the remaining sections, subsections, clauses, phrases and provisions of this Ordinance, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION 5

This Ordinance shall take effect and be in full force from and after its passage and publication, as provided by the Revised Civil Statutes of the State of Texas and the Home Rule Charter of the Town of Prosper, Texas.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS THE 28TH DAY OF MAY, 2024.

APPROVED:

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

**TOWN ATTORNEY/
POLICE DEPARTMENT**

To: Mayor and Town Council

From: Terrence S. Welch, Town Attorney
Doug Kowalski, Chief of Police

Through: Mario Canizares, Town Manager

Re: Ordinance Prohibiting Solicitations to Occupants of Vehicles
on Public Roadways

Town Council Meeting – May 28, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon an ordinance amending Chapter 8, “Offenses and Nuisances,” of the Town’s Code of Ordinances by adopting a new Article 8.10 prohibiting the solicitation of occupants of vehicles on public roadways.

Description of Agenda Item:

It has come to the attention of the Town that on occasion individuals stand in the roadway for the purpose of engaging drivers and the occupants of vehicles in the solicitation of funds, the sale of goods, or requests from drivers or the occupants of vehicles, among other activities. Specifically, Prosper police records reflect that from January 1, 2022, through May 1, 2024, 72 citizen-generated calls were related to individuals soliciting on or near a roadway, thus calling into question the safety of those individuals so soliciting. As a consequence, it is the intent of this proposed Ordinance to provide for the public health and safety, ensuring the normal and safe flow of traffic, while recognizing the First Amendment rights of the public. The ordinance has been drafted in a manner to be in full compliance with current First Amendment jurisprudence, including recent federal district and circuit court opinions addressing this topic.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has approved the attached Ordinance as to form and legality.

Attached Documents:

1. Ordinance

Town Staff Recommendation:

The Town Attorney recommends that the Town Council adopt an ordinance amending Chapter 8, “Offenses and Nuisances,” of the Town’s Code of Ordinances by adopting a new Article 8.10 prohibiting the solicitation of occupants of vehicles on public roadways.

Proposed Motion:

Item 7.

I move to approve an ordinance amending Chapter 8, "Offenses and Nuisances," of the Code of Ordinances by adopting a new Article 8.10 prohibiting the solicitation of occupants of vehicles on public roadways.

TOWN OF PROSPER, TEXAS**ORDINANCE NO. 2024-__**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AMENDING CHAPTER 8, "OFFENSES AND NUISANCES," OF THE CODE OF ORDINANCES BY ADOPTING A NEW ARTICLE 8.10, "SOLICITATIONS TO OCCUPANTS OF VEHICLES ON PUBLIC ROADWAYS PROHIBITED"; MAKING FINDINGS; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR A PENALTY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the Town of Prosper, Texas ("Town"), is a home-rule municipal corporation duly organized under the laws of the State of Texas; and

WHEREAS, it has come to the attention of the Town that on occasion individuals stand in the roadway for the purpose of engaging drivers and the occupants of vehicles in the solicitation of funds, the sale of goods, or requests from drivers or the occupants of vehicles, among other activities; and

WHEREAS, Prosper police records reflect that from January 1, 2022, through May 1, 2024, 72 citizen-generated calls were related to individuals soliciting on or near a roadway, thus calling into question the safety of those individuals so soliciting; and

WHEREAS, it is the intent of this Ordinance to provide for the public health and safety, ensuring the normal and safe flow of traffic; and

WHEREAS, the Town recognizes the First Amendment rights of the public and has therefore tailored this Ordinance to be in full compliance with current jurisprudence, including recent federal district and circuit court opinions addressing this topic; and

WHEREAS, the Town Council has determined it is in the best interest for the protection of the public health and general welfare of Town residents that this matter be addressed.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, THAT:

SECTION 1

The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2

From and after the effective date of this Ordinance, Chapter 8, "Offenses and Nuisances," of the Code of Ordinances of the Town of Prosper, Texas, is hereby amended by adding a new Article 8.10, "Solicitations to Occupants of Vehicles on Public Roadways Prohibited," to read as follows:

“ARTICLE 8.10. SOLICITATIONS TO OCCUPANTS OF VEHICLES ON PUBLIC ROADWAYS PROHIBITED

Sec. 8.10.001 Definitions.

For purposes of this article, the following words have the meaning hereinafter designated:

Goods means property of every kind.

Public property means:

- (1) any property open or devoted to public use or owned by the Town; and
- (2) any area dedicated to the public use for sidewalk, street, highway, or other transportation purposes, including, but not limited to, any curb, median, parkway, shoulder, sidewalk, alley, drive, or public right-of-way.

Roadway has the meaning given that term in Chapter 541, Texas Transportation Code, as amended.

Services means any work done for the benefit of another person.

Solicitation means any conduct or act whereby a person:

- (1) either orally or in writing, asks for a ride, employment, goods, services, financial aid, monetary gifts, or any article representing monetary value, for any purpose;
- (2) either orally or in writing, sells or offers for sale goods, services, or publications;
- (3) distributes without remuneration goods, services, or publications; or
- (4) solicits signatures on a petition or opinions for a survey.

Vehicle has the meaning given that term in Chapter 541, Texas Transportation Code, as amended.

Sec. 8.10.002 Offense.

A person commits an offense if, while occupying any public property adjacent to any public roadway in the Town, he knowingly conducts a solicitation directed to, or intended to attract the attention of, the occupant of any vehicle stopped or traveling on the roadway. An offense occurs when the solicitation is made, whether or not an actual employment relationship is created, a transaction is completed, or an exchange of money, goods, or services takes place.

Sec. 8.10.003 Defense to Prosecution.

It is a defense to prosecution under Section 8.10.002 that the person was:

- (1) summoning aid or requesting assistance in an emergency situation; or
- (2) a law enforcement officer in the performance of official duties.

Sec. 8.10.004 Filing of Complaint with the Town.

In addition to any enforcement action by a peace officer for a violation of this Article, any person who is a victim of a solicitation prohibited under Section 8.10.002, or who witnesses a violation of Section 8.10.002, may file a complaint with the Town. Evidence to support a conviction for a violation of this Article may include, but is not limited to, testimony of witnesses, videotape evidence of the violation, and other admissible evidence.

Sec. 8.10.005 Penalty.

Any person violating any provision of this Article, or as amended, shall be deemed guilty of a misdemeanor, and upon conviction therefor, shall be fined in a sum not to exceed \$500.00, and each and every day a violation continues shall constitute a separate offense.”

SECTION 3

All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict. Any remaining portion of conflicting ordinances shall remain in full force and effect.

SECTION 4

If any section, subsection, clause, phrase or provision of this Ordinance, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unconstitutional, the remaining sections, subsections, clauses, phrases and provisions of this Ordinance, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION 5

This Ordinance shall take effect and be in full force from and after its passage and publication, as provided by the Revised Civil Statutes of the State of Texas and the Home Rule Charter of the Town of Prosper, Texas.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS THE 28TH DAY OF MAY, 2024.

APPROVED:

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney



ADMINISTRATION

To: Mayor and Town Council

From: Chuck Ewings, Assistant Town Manager

Through: Mario Canizares, Town Manager

Re: Ordinance Prohibiting Certain Commercial Vehicles on Prosper Trail

Town Council Meeting – May 28, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act up an ordinance amending Article 12.08 of Chapter 12, “TRAFFIC”, prohibiting certain commercial vehicles from operating on Prosper Trail.

Description of Agenda Item:

This proposed ordinance will address the safety of residents and the traveling public on Prosper Trail from the Dallas North Tollway to Custer Road. Prosper Trail is primarily residential subdivisions, and the Town seeks to improve the safety and disturbance to residents along this route as large commercial vehicle traffic has increased significantly. Additionally, large commercial vehicles increase the deterioration of pavement and increase maintenance costs carried by local taxpayers.

This ordinance will permit smaller commercial trucks to operate but prohibits trucks over 26,000 pounds from operating on Prosper Trail.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has approved the attached documents as to form and legality.

Attached Documents:

1. Ordinance

Town Staff Recommendation:

Town staff recommends that the Town Council approve an ordinance amending Article 12.08 of Chapter 12, “TRAFFIC”, prohibiting certain commercial vehicles from operating on Prosper Trail.

Proposed Motion:

I move to approve an ordinance amending Article 12.08 of Chapter 12, “TRAFFIC”, prohibiting certain commercial vehicles from operating on Prosper Trail.

TOWN OF PROSPER, TEXAS**ORDINANCE NO. 2024-__**

AN ORDINANCE OF THE TOWN OF PROSPER, TEXAS, AMENDING ARTICLE 12.08, "TRUCK ROUTES," OF CHAPTER 12, "TRAFFIC," OF THE CODE OF ORDINANCES OF THE TOWN OF PROSPER BY ADDING A NEW SECTION 12.08.006, "PROHIBITION OF COMMERCIAL MOTOR VEHICLES ON CERTAIN STREET SEGMENTS," AND RENUMBERING CURRENT SECTION 12.08.006, "PENALTY PROVISION," TO SECTION 12.08.007, "PENALTY PROVISION"; MAKING FINDINGS; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the Town of Prosper, Texas ("Town"), is a home-rule municipal corporation duly organized under the laws of the State of Texas; and

WHEREAS, the Town previously has expressed serious concerns about the safety of its residents and the traveling public due to large truck and other commercial vehicle traffic on certain street segments within the Town, and wishes to provide additional safety for its residents and the traveling public; and

WHEREAS, the Town also is concerned that the weight of commercial motor vehicles on certain street segments in the Town that are in substandard condition has had and will continue to have a deleterious effect upon such street sections, resulting in additional degradation of those street sections, specifically in those instances where the commercial motor vehicles originate in the Town and therefore there often is a higher volume of such traffic on a substandard street segment; and

WHEREAS, while the effects of overweight commercial motor vehicles on pavement residual life depends on different factors such as type of traffic, load distribution, vehicle wheel and suspension and also on type of pavement and its condition, thickness, unevenness, and cracking, among other issues, it is clear that overweight commercial motor vehicles reduce the safety of all road users if it results in degradation of the road surface that is not compensated by more frequent maintenance; and

WHEREAS, Section 621.303 of the Texas Transportation Code provides, in part, that a municipality "may regulate the movement and operation on a public road . . . the overweight, [or] oversize" of a vehicle; and

WHEREAS, the Town Council strongly believes that the following weight restrictions on the below-referenced street section(s), pursuant to Section 621.303 of the Texas Transportation Code, as amended, will clearly enhance public safety, decrease noise in highly populated residential areas adjacent and nearby, limit the continued degradation of existing Town roadways, and is in the best interests of the residents of the Town as well as the traveling public, and hereby so declares.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, THAT:

SECTION 1

The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2

Existing Section 12.08.006, "Penalty Provision," of Article 12.08, "Truck Routes," of Chapter 12, "Traffic," of the Code of Ordinances of the Town of Prosper, Texas, is hereby redesignated as Section 12.08.007, "Penalty Provision."

SECTION 3

From and after the effective date of this Ordinance, there is hereby added to Article 12.08, "Truck Routes," of Chapter 12, "Traffic," of the Code of Ordinances of the Town of Prosper, Texas, a new Section 12.08.006, "Prohibition of Commercial Motor Vehicles on Certain Street Segments," to read as follows:

"Sec. 12.08.006 Prohibition of Commercial Motor Vehicles on Certain Street Segments"

(a) Pursuant to authority granted by Section 621.303 of the Texas Transportation Code, as amended, and notwithstanding any other provision in this chapter, it shall be unlawful to operate any commercial motor vehicle on the following street segment(s):

Street Segments	
Street Name	Limits
Prosper Trail	Dallas North Tollway to Custer Road

(b) Signs indicating the "No Commercial Motor Vehicles Allowed" provided herein shall be placed or caused to be placed by the Director of Engineering, or his/her designee, at the most advantageous points to be conspicuous to approaching vehicular traffic. The signs shall be permanently affixed to a stationery post or installed on permanent buildings or walls or as otherwise approved. The signs shall in no way be obstructed from view and shall comply with applicable state laws.

(c) It is a defense to prosecution if the operator of a commercial motor vehicle has obtained a permit for an overweight vehicle pursuant to Chapter 623 of the Texas Transportation Code, as amended."

SECTION 4

All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portion of conflicting ordinances shall remain in full force and effect.

SECTION 5

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason, held to be unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Town of Prosper hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional.

SECTION 6

Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished by fine not to exceed the sum of five hundred dollars (\$500.00) for each offense.

SECTION 7

This Ordinance shall become effective after its passage and publication, as required by law.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 28TH DAY OF MAY, 2024.

APPROVED:

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney



FINANCE

To: Mayor and Town Council

From: Chris Landrum, Finance Director

**Through: Mario Canizares, Town Manager
Bob Scott, Deputy Town Manager**

Re: Solid Waste Services Contract Amendment

Town Council Meeting – May 28, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon authorizing the Town Manager to enter into a contract amendment with Republic Services adjusting the fees for Commercial recycling provided through 95-gallon carts and providing a discount to Homeowners Associations for 95-gallon trash service.

Description of Agenda Item:

The original solid waste services contract was awarded to Republic Services on June 27, 2023, for a seven-year initial term with three one-year renewals. The vast majority of commercial customers are served and billed directly by Republic. A small number, however, due to their location in older parts of town or because of site constraints utilize 95 gallons for trash or recycling or both. These carts are billed directly by the Town with revenue passed on to Republic Services.

During implementation, it was noted that some of these customers would have significant rate increases. To focus on the main implementation, Republic Services agreed to accept CWD's old rates for these customers until May 31, 2024. During the intervening period following the February 1st implementation, staff has converted the highest volume customers from carts to 4yd polycart containers and negotiated new rates for commercial recycling serviced through 95-gallon carts from \$24 per recycling cart to \$15 for the first cart and \$10 for any additional recycling carts. In addition, Republic Services has also offered a discount for HOAs for 95-gallon trash carts from the \$30 commercial rate to \$20.

Budget Impact:

These fees are passed through to Republic Services. Therefore, there is no budgetary impact affiliated with this item.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has approved the attached documents as to form and legality.

Attached Documents*Item 9.***1. Contract Amendment No. 1****Town Staff Recommendation:**

Staff recommends authorizing the Town Manager to enter into a contract amendment with Republic Services adjusting the fees for Commercial recycling provided through 95-gallon carts and providing a discount to Homeowners Associations for 95-gallon trash service.

Under the originally proposed rates, a few 95-gallon commercial customers were going to see monthly rate increases of up to \$350, with most substantially less. With the proposed contract amendment, some 95-gallon commercial customers will see a rate decrease and all will have rate increases well under \$100.

Proposed Motion:

I move to approve authorizing the Town Manager to enter into a contract amendment with Republic Services adjusting the fees for Commercial recycling provided through 95-gallon carts and providing a discount to Homeowners Associations for 95-gallon trash service

**AMENDMENT NO. 1 TO SOLID WASTE SERVICES AGREEMENT BETWEEN
THE TOWN OF PROSPER, TEXAS, AND ALLIED WASTE SYSTEMS, INC.
D/B/A REPUBLIC SERVICES OF LEWISVILLE**

WHEREAS, on or about July 24, 2023, the Town of Prosper, Texas (hereinafter the “Town”), and Allied Waste Systems, Inc. d/b/a Republic Services of Lewisville (hereinafter “Contractor”) entered into an exclusive franchise agreement (hereinafter “Agreement”) for solid waste services; and

WHEREAS, the duration of the Agreement was from February 1, 2024, to January 31, 2031, with three (3) one-year optional renewals; and

WHEREAS, the rates originally proposed in the Agreement were determined to have a disproportionate impact on a small number of commercial customers utilizing 95-gallon carts for commercial trash and recycling services; and

WHEREAS, as a consequence, the Town and Contractor have mutually agreed to adjust the fees specified in Appendix D, “Commercial Collection Services Unit Prices” (hereinafter “Appendix D”) to the Agreement.

NOW, THEREFORE, the Town and Contractor hereby agree that:

1. Contractor shall adjust the fees listed in Appendix D to the Agreement as follows:

(A) 95-gallon carts will only be serviced once per week on the same day as adjoining residential customers;

(B) Commercial 95-gallon cart trash service will be charged at \$30 per month per cart;

(C) Residential Homeowners Associations (HOAs) will receive a monthly \$10 discount, thereby lowering their effective rate to \$20 per cart per month; and

(D) Commercial 95-gallon recycling services will be adjusted from the original contract rates to \$15 per month for the first cart and \$10 per month for each additional cart.

2. All other terms of the Agreement shall remain in full force and effect.

EXECUTED BY THE FOREGOING PARTIES this 28th day of May, 2024.

APPROVED:

TOWN OF PROSPER, TEXAS

Mario Canizares, Town Manager

ATTEST:

Michelle Lewis Sirianni, Town Secretary

CONTRACTOR:

**ALLIED WASTE SYSTEMS, INC. D/B/A
REPUBLIC SERVICES OF LEWISVILLE**

By: _____
Print Name: _____
Title: _____

ATTEST:

By: _____
Print Name: _____
Title: _____



PARKS AND RECREATION

To: Mayor and Town Council

From: Dan Baker, Parks and Recreation Director

**Through: Mario Canizares, Town Manager
Robyn Battle, Executive Director**

Re: Freedom Fest 2024 Contract

Town Council Meeting – May 28, 2024

**Strategic Visioning Priority: 2. Development of Downtown as Destination
4. Provide Excellent Municipal Services**

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Service Agreement between the Town of Prosper and Coffey Global, LLC, for Freedom Fest 2024 for an amount not to exceed \$106,300.

Description of Agenda Item:

The proposed Service Agreement outlines the terms and obligations for the Town and Coffee Global, LLC, to produce the Freedom Fest 2024 event. In 2023, the Town partnered with Coffey Global for the first Freedom Fest event in Prosper. The Town was responsible for several facets of the event including (but not limited to) the procurement & financial obligation for the following:

Portable Restrooms
Fencing
Security
5 x 7 Postcards
A-Frame Inserts
Posters
Light Towers
Banners
Shuttles
TABC Permit

This year, Town staff has requested that Coffey Global be responsible for the procurement and financial obligations of the items listed above in addition to other event production services, resulting in a turnkey event. Town staff have been diligently working with Coffey Global to agree upon terms and conditions for the 2024 Freedom Fest event. Coffey Global, LLC, will be responsible for the planning and execution of the event, except for the items listed as Town Obligations in Exhibit A of the proposed Service Agreement.

The Town and Coffey Global have agreed upon the date of September 7, 2024, for Freedom Fest, to be held in Downtown Prosper. In addition to moving the event from the Town Hall south lawn to Broadway, the Town and Coffey Global have agreed to work with the Downtown businesses to provide alcoholic beverages for the event, if they choose to do so.

Following the success of other events in Downtown Prosper, the opening of new businesses, and seeing the positive impact the events have had on the existing Downtown businesses, Town staff anticipates that Broadway Street will remain a viable and popular destination for future concerts and other Downtown events.

Budget Impact:

Freedom Fest was initially budgeted for \$95,000. The cost of the event will be \$106,300.00. Funds are available through the Special Event Account, 100-5600-60-03.

The Town will provide in-kind services and staff support as specified in Exhibit A of the proposed contract.

The Town will receive 80% of the proceeds for all sponsorship sales, 100% of the proceeds for VIP ticket sales, and 20% of all food sales. Funds will be remitted to the Town by Coffey Global, LLC within 30 days of the event.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has approved the attached documents as to form and legality.

Attached Documents:

1. Service Agreement

Town Staff Recommendation:

Town Staff recommends the Town Council authorize the Town Manager to execute a Service Agreement between the Town of Prosper and Coffey Global, LLC, for Freedom Fest 2024 for an amount not to exceed \$106,300.

Proposed Motion:

I move to authorize the Town Manager to execute a Service Agreement between the Town of Prosper and Coffey Global, LLC, for Freedom Fest 2024 for an amount not to exceed \$106,300.

SERVICE AGREEMENT

THIS SERVICE AGREEMENT (“Agreement”) is by and between the TOWN OF PROSPER, TEXAS, a Texas home rule municipality (hereinafter referred to as the “Town”) and COFFEY GLOBAL, LLC, a Texas limited liability company (hereinafter referred to as “Coffey Global”).

Recitals

WHEREAS, the Town again desires to hold a Freedom Fest 2024 celebration for the benefit and enjoyment of its residents; and

WHEREAS, in 2023 the Town and Coffey Global collaborated to plan, organize, operate, and manage the celebration, known as “Freedom Fest 2023,” and said event was well received by the residents of the Town.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein, the Town and Coffey Global agree to the following:

1. Authority. The Town hereby authorizes Coffey Global to plan, organize, operate and manage Freedom Fest, 2024 on September 7, 2024, from 5:30 p.m. – 10:00 p.m., subject to the terms and conditions contained herein.

2. Scope of Work. Except as set forth on **Exhibit A**, Coffey Global at its own cost and expense will furnish all supplies, staff, volunteers, marketing, vendors, and incidentals required to plan, organize, and operate, including on-site management of Freedom Fest 2024.

3. Sponsorship Sales. The Town of Prosper is the Title Sponsor for the Freedom Fest 2024 event. Coffey Global will be responsible for additional sponsorship sales. A sponsorship plan detailing the number of sponsors that will be solicited, the cost of each sponsorship level, and the promotional obligations that are required for each sponsorship level will be provided to the Town no later than June 1, 2024. The Town of Prosper will receive 80% of all sponsorship sales, which will be remitted to the Town by Coffey Global within 30 days after the conclusion of the event.

4. Licenses, Permits, Fees, and Assessments. Coffey Global will obtain a special event permit from the Town no later than June 1, 2024, and such other licenses, permits, and approvals as may be required by law for the performance of this Agreement. The Deposit will be paid after the Special Permit has been submitted.

5. Alcoholic Beverage Sales.

(a) TABC Permit(s). Coffey Global shall be solely responsible for obtaining a Texas Alcoholic Beverage Commission (“TABC”) permit. The TABC permit will include standard beer brands, and alcohol sales will conclude 30 minutes after Coffey Anderson begins performing.

(b) Standard of Service. In the event alcoholic beverages are served, Coffey Global, and any subcontractors, lessees, employees or others retained by Coffey Global provide

alcoholic beverage sales at Freedom Fest 2024 shall operate in a first-class quality manner and consistent with the highest standard of service as solely determined by the Town.

(c) Management and Operation. Coffey Global shall engage fully qualified, experienced, and competent employees to manage or operate alcoholic beverage sales at Freedom Fest 2024.

(d) Equipment and Supplies. Coffey Global, including any subcontractors, lessees, employees, or others engaged by Coffey Global, will be responsible for complete event production, including stage, lights and sound and the efficient sale of alcoholic beverages at Freedom Fest.

(e) Maintenance by Coffey Global. Coffey Global, through the engagement of subcontractors, lessees, employees, or others, shall endeavor, at its own expense, to maintain the alcoholic beverage sales area and keep any surrounding areas or grounds free from litter and refuse.

6. Entertainment. Coffey Global will provide Complete Event Production, including stage, lights and sound. Coffey Anderson with an accompanying full band will perform for 90 Minutes on Stage. Further, 2 live opening performances will be provided starting at 5:30 p.m.

7. Event Operations. Coffey Global will create a comprehensive run-of-show (ROS) outline and ensure the event runs according to the designated ROS. Coffey Global will provide VIP space and staff to manage the gate entrances for taking General Admission Tickets and bag checks at the event site. Coffey Global shall provide staff to manage the VIP area, including monitoring the gate entrance to the area and provide set-up and breakdown of all event venue spaces.

8. Event Logistics. Coffey Global shall conduct site visits to the venue as needed and coordinate event logistics with Dan Baker and/or Kaylynn Stone. Coffey Global shall secure vendors for 14 regular portable restrooms, 2 ADA restrooms, 4 hand sanitizing stations, portable security lights, and portable fencing around the event venue as required by TABC. Coffey Global shall secure vendors for shuttle service and arrange for off-site parking through Prosper ISD. The proposed shuttle route shall be included with the Special Event Permit and approved by the Town. The Special Event Permit application shall be submitted no later than June 1, 2024. The Town's deposit, as reflected in Exhibit A, shall be paid after a Special Event Permit has been issued. The Special Event Permit shall include a detailed site map designating the location of entry gates, fencing required by the Texas Alcoholic Beverage Code, shuttle pick-up and drop-off sites, food trucks, restrooms, alcohol sales, VIP area, and stage.

9. Ticketing. Coffey Global shall create and manage event registration through Eventbrite. Tickets will be required for entry, but there will be no charge for General Admission tickets. Tickets shall be limited to 2,000. Individuals will be limited to five tickets per person. VIP tickets will be sold for an amount agreed upon by the Town and the Town will retain 100% of the proceeds which will be remitted to the Town by Coffey Global within 30 days after the conclusion of the event. General Admission and VIP Tickets will be available to the public no later than August 7, 2024.

10. Promotion and Marketing. Promotion and marketing shall be agreed upon by the Parties and shall be shared through the Town's and Coffey Global's social media channels. All signage, print, and digital marketing materials, including distribution and set up, shall be at Coffey Global's expense. Coffey Global shall place informational event signage at shuttle pick-up and drop-off sites.

11. Food Sales. Coffey Global shall manage and secure food trucks for the event. Food vendors are to be permitted by the Town no later than August 1, 2024. The Town will receive 20% of all food sales, which will be remitted to the Town by Coffey Global within 30 days of the event.

12. Compliance with Law. Coffey Global will perform this Agreement in accordance with all applicable ordinances, resolutions, statutes, rules, regulations, and laws.

13. Nondiscrimination. Coffey Global agrees not to discriminate against any person or class of persons by reason of gender, color, race, creed, religion, marital status, handicap, ancestry, or national origin in its performance of this Agreement.

14. Non-Disparagement. Neither Coffey Global nor any of its employees, contractors, agents, or volunteers will engage in any action or practice that disparages or otherwise reflects poorly on the Town or any of its officers or employees.

15. License. The Town grants to Coffey Global a limited, non-exclusive right to use the Town's name, logo, or slogan ("Marks") solely to promote the Town's sponsorship of Freedom Fest 2024 in conjunction with Coffey Global's promotions, marketing, solicitations, and advertising. Coffey Global will not change or alter the Marks in any way, and Coffey Global is prohibited from transferring, sublicensing, or assigning its rights to use the Marks. In its sole discretion, the Town may require the removal of the Marks at any time from any materials developed or distributed by Coffey Global or used in connection with Freedom Fest 2024.

16. Town Recognition. In exchange for the use of the Marks and the Town's contributions as referenced in **Exhibit A**, all signage, marketing materials, and associated advertising shall recognize the Town and its sponsorship of Freedom Fest 2024 with placement of the Marks in a manner commensurate with the Town's level of sponsorship.

17. Charitable Solicitations. Coffey Global acknowledges that sponsors and residents may not fully understand the Town's role as one of the sponsors of Freedom Fest 2024. Thus, when soliciting funds or services related to this Agreement, Coffey Global will notify all sponsors or volunteers that funds and services are not being provided to the Town, except to the extent referenced herein.

18. Relationship of the Parties. Both parties agree they are not engaged in a joint venture, and are not partners, agents, or representatives of each other, and have no legal relationship other than as contracting parties to this Agreement. All individuals provided by or associated with Coffey Global who perform services at Freedom Fest 2024 will perform such services at the direction of, under the supervision and control of, and for the benefit of Coffey Global. Such individuals will not perform such services on behalf of the Town and will not be

employees, agents or representatives of the Town. Coffey Global will be solely responsible for any injuries or damages caused by or to said individuals.

19. Insurance.

(a) Commercial General Liability. Coffey Global will obtain and maintain for the duration of this Agreement and for at least two years after completion of this Agreement, comprehensive general liability insurance with limits of not less than Two Million and No/100 Dollars (\$2,000,000) for bodily injury and property damages and occurrence; and Four Million and No/100 Dollars (\$4,000,000) total aggregate.

(b) Workers' Compensation. Coffey Global will also obtain and maintain during the term of this Agreement, workers' compensation insurance within the statutory limits.

(c) Certificates. As evidence of insurance coverage, Coffey Global will provide the Town with one or more certificates of insurance issued by an insurance carrier reasonably acceptable to the Town. The certificate(s) shall be included with the Special Event Permit application. The certificate(s) will contain a 30-day written notice of cancellation to the certificate holder, and shall name the Town as an additional insured.

20. Indemnification. **COFFEY GLOBAL SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE TOWN, INCLUDING ITS TOWN MANAGER, OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, AND ELECTED OFFICIALS, FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OR CHARACTER, ARISING OUT OF OR IN CONNECTION WITH ITS PERFORMANCE OF THIS AGREEMENT, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, OR ELECTED OFFICIALS OF THE TOWN. COFFEY GLOBAL ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR SUCH CLAIMS OR SUITS. COFFEY GLOBAL LIKewise ASSUMES ALL LIABILITY AND RESPONSIBILITY AND WILL INDEMNIFY THE TOWN FOR ANY AND ALL INJURY OR DAMAGE TO TOWN PROPERTY ARISING OUT OF OR IN CONNECTION WITH ITS PERFORMANCE OF THIS AGREEMENT AND ANY AND ALL ACTS OR OMISSIONS OF COFFEY GLOBAL, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, OR VOLUNTEERS.**

21. Funding. Notwithstanding any other provision of this Agreement, in the event that the Town Council has failed to appropriate or budget funds for the sponsorships specified in **Exhibit A**, or that the Town has been required, in its sole judgment, to amend previous appropriations or budgeted amounts to eliminate or reduce funding for the sponsorships specified in **Exhibit A**, the Town's obligation for any remaining sponsorships shall be modified or eliminated in accordance with the Town's appropriations or budget decision, and this Agreement will be deemed so modified or terminated without penalty, charge, or sanction.

22. Notice. Any notice or document required to be delivered hereunder may be delivered in person or shall be deemed to be delivered, whether actually received or not, when

deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested.

23. Severability. If any one or more of the provisions of this Agreement will for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision.

24. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes any and all other agreements, whether oral or written.

25. Amendment. This Agreement may not be amended, except by the mutual written consent of both parties.

26. Assignment. Coffey Global will not assign this Agreement or any rights or obligations hereunder, without the prior written consent of the Town.

27. Authorized Signature. Coffey Global warrants and affirms that the individual signing this Agreement on its behalf is authorized and empowered to so sign this Agreement and bind Coffey Global to all of the terms, covenants, and conditions of this Agreement.

28. Mediation. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the parties hereto, the parties agree to first submit such disagreement to non-binding mediation before resorting to other remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date of the last signature.

TOWN:

Town of Prosper, Texas

By: _____
Mario Canizares, Town Manager

Date: _____

COFFEY GLOBAL:

Coffey Global Media Group, LLC

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

Town's Obligations

The Town will be responsible for providing the following sponsorships and related items in connection with Freedom Fest 2024:

1. Title Sponsor Status
2. \$53,150 – Deposit to be paid no later than June 1, 2024 (Deposit will be paid after Special Permit has been issued)
3. \$53,150 – Remainder to be paid upon completion of the concert.
4. 20 Trash Carts and 10 Recycling Carts
5. Agreed upon social media/website promotion timeline, including platforms to be utilized and frequency of posts according to sponsorship promotional obligations (to include FAQ page, Facebook Event)
6. Administrative Access to Eventbrite Website to monitor VIP and General Admission ticket registration
7. Town of Prosper staffing for the day of event logistics (Parks and Recreation - Litter Management) (Public Works - Site and Traffic Control) (Police and Fire – Safety) (Health Department - Food Permits)

Freedom Fest 2024 Budget Estimate

E-Factor Fee	\$15,000
Portable Restrooms	\$3,700
Fencing	\$11,500
Security	\$3,000
Signage/Banners	\$1,500
Light Towers	\$1,300
Shuttles	\$5,300
Water Stations/Stanchions, Tables, etc.	\$5,000
Coffey Anderson Fee	\$30,000
Production (Stage/Lights/Sound)	\$30,000

TOTAL: \$106,300



PARKS & RECREATION

To: Mayor and Town Council

From: Dan Baker, Parks and Recreation Director

Through: Mario Canizares, Town Manager
Robyn Battle, Executive Director

Re: Prosper Christmas Festival Rentals

Town Council Meeting – May 28, 2024

**Strategic Visioning Priority: 4. Provide Excellent Municipal Services
2. Development of Downtown as a Destination**

Agenda Item:

Consider and act upon authorizing the Town Manager to approve the proposal for the Prosper Christmas Festival Rentals between 5 Star Rental, and the Town of Prosper, Texas, related to the Prosper Christmas Festival for \$32,103.02.

Description of Agenda Item:

In 2023, The Parks and Recreation Department sought out a third-party vendor to provide uniform tents for the Prosper Christmas Festival. We also rented tables, chairs, and fencing from different vendors. 5 Star Rentals came in at the lowest price for tent rentals, so we chose to work with them. 5 Star Rental provided excellent service, incredible communication, and flawless execution. For the 2024 Festival, we asked vendors if they could supply all the items we listed above in one contract versus working with several different vendors.

Budget Impact:

The cost of the rental items will be \$32,103.02. Funds are available through the Parks & Recreation Christmas Festival Account, 100-5601-60-01

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has approved the attached documents as to form and legality.

Attached Documents:

1. 5 Star Rental Quote

Town Staff Recommendation:

Town Staff recommends the Town Council authorize the Town Manager to approve the proposal for the Prosper Christmas Festival Rentals between 5 Star Rental, and the Town of Prosper, Texas, related to the Prosper Christmas Festival for \$32,103.02.

Proposed Motion:

I move to authorize the Town Manager to approve the proposal for the Prosper Christmas Festival Rentals between 5 Star Rental, and the Town of Prosper, Texas, related to the Prosper Christmas Festival for \$32,103.02.



5 Star Rental
2701 Hartlee Field Rd
Denton, TX 76208
P: (940) 320-9444
info@5starrental.com
5starrental.com

Ty Grant
(940) 320-9444
ty.grant@5starrental.com

QUOTE
Quote Item 11. 81

Contact

Kaylynn Stone (City Of Prosper)
(903) 267-9973
kstone@prospertx.gov
409 E First St, Prosper, TX 75078

Notes

* Extreme weather will require us to either drill or stick the tents into the ground to keep everyone safe in the Tents in place.
*Small steaks will be placed in the back of the tent along the flowerbed and concrete along the front, depending on exact layout of tents the amount of concrete might change.

Event Information








City Of Prosper (Christmas Event 2024)
Thursday, Dec 5 - Monday, Dec 9, 2024

Location / Venue

409 E First St
409 E First St, Prosper, TX 75078

Rental Items:

12/5/2024 - 12/9/2024

Description	Qty	Unit	Total
 10'X10' Marquee Tent Length: 10 ft. · Location: WH2 · Type: High Peak Frame · Width: 10 ft.	95	\$150.00	\$14,250.00
 Small Concrete Weights (If Stakes are not an option) ***With tents going on concrete with winds exceeding 15mph, it is required to secure the tent with anchors in the concrete.	110	\$15.00	\$1,650.00
 8X10 Side Walls (Solid) ***Sidewalls on a tent will not be an option if the winds are exceeding 15 mph. ALONG BACK OF TENTS AND ON EACH END OF THE THREE TENTS	5	\$35.00	\$175.00
 Bistro Lighting - Marquee Tent 10X10 (Vendor Tents) Bistro lighting installed in marquee tent *EXTENSION CORDS NOT INCLUDED*	95	\$35.00	\$3,325.00
 20'X20' Marquee Tent Length: 20 ft. · Location: WH2 · Type: High Peak Frame · Width: 20 ft.	1	\$350.00	\$350.00
 8'X20' Marquee Side Walls (Window) FOR SANTA TENT ONLY ***Sidewalls on a tent will not be an option if the winds are exceeding 15 mph.	3	\$45.00	\$135.00
 Indoor/ Outdoor Carpeting - FOR SANTA TENT ONLY (Outdoor & Indoor, priced per sq.ft.) Includes install and if going on grass or dirt staked down.	400	\$0.95	\$380.00




Bistro Lighting - Marquee Tent 20X20 (Santa Tent)
Bistro lighting installed in marquee tent
EXTENSION CORDS NOT INCLUDED

Maint. Fee
(10% of rental items. Covers: wear, tear, minor damages, processing fees)

1	\$75.00	Item 11. \$75.00
1	\$2,034.00	\$2,034.00
Total		\$22,374.00



Rental Items

12/5/2024 - 12/9/2024

Description	Qty	Unit	Total
 White Picket Fence (4'X8') Wishlist View Order: 2 Priced Per Ft	800	\$5.00	\$4,000.00
Maint. Fee (12% of rental items. Covers: wear, tear, minor damages, processing fees)	1	\$480.00	\$480.00
Total			\$4,480.00

Rental Items

12/5/2024 - 12/9/2024

Description	Qty	Unit	Total
 6' Banquet Table (Wood)	95	\$19.00	\$1,805.00
 White Folding Chair Steel	190	\$3.90	\$741.00
Maint. Fee (12% of rental items. Covers: wear, tear, minor damages, processing fees)	1	\$305.52	\$305.52
Total			\$2,851.52

Services:

12/5/2024 - 12/9/2024

Description	Qty	Unit	Total
Chair Set Up Let us know how you would like everything set up and we will take care of it for you	190	\$1.50	\$285.00
Chair Take Down	190	\$1.00	\$190.00
Table Set Up Includes setup and placement of table. Linen setup not included.	90	\$2.00	\$180.00
Table Take Down	95	\$1.50	\$142.50
Total			\$797.50

Description	Qty	Unit	Item 11.
Standard (Drop-Off) Thursday, 12/5 [8:00 AM - 5:00 PM CST] 409 E First St, Prosper, TX 75078	1	\$800.00	\$800.00
Standard (Pickup) Monday, 12/9 [TBD] 409 E First St, Prosper, TX 75078	1	\$800.00	\$800.00
Total			\$1,600.00

Make checks payable to:
5 Star Rental
2701 Hartlee Field Rd, Denton, TX 76208
Memo: Invoice #229425281

Totals	
Subtotal	\$32,103.02
Tax	\$0.00
Total	\$32,103.02
Due on Signature	\$0.00
Due by Dec 5, 2024	\$32,103.02
Remaining Balance	\$32,103.02

Terms & Conditions

We at 5 Star Rental Rental, want to clearly communicate our policies through this agreement, with your best interest and safety in mind. We are grateful you have chosen 5 Star Rental to be a part of your celebration. We want to make this the most memorable event for you. For the purpose of this Rental Agreement, "5 Star Rental" shall mean North Texas Five Star Events, LLC and its employees. The "customer" shall mean the person or entity legally renting the items from 5 Star Rental, its agents and/or employees. 5 Star Rental and the Customer agree to the following:

1. DEPOSIT/PAYMENT/CANCELLATION: Rental items will be reserved only upon receipt of a 30% non-refundable deposit. A 50% non-refundable deposit is required on all tent orders. If the order is placed within 2 weeks of the event, payment in full is required which includes the 30% nonrefundable deposit. In order to properly service all of our customers we require a final count for all requests for rental items 1 week prior to the event at which time a final invoice will be provided if changes have been made. A 72 hour notice of all canceled items is required or all expenses will be charged to the customer. If circumstances require cancellation, the 30% reservation fee will be retained by 5 Star Rental as a cancellation fee. Payment for all charges is due 2 weeks prior to "Will call" or delivery unless other arrangements have been approved by 5 Star Rental. Full payment must be made for orders to be delivered. If you choose to extend your agreement beyond the agreed return date, it is understood that additional rental fees will incur. 5 Star Rental may terminate the rental at any time and retake the rental items without further notice, in case of violation by Customer of any terms or conditions of this Rental Agreement. Customer agrees to pay the reasonable cost of this account or any dispute arising out of this Rental Agreement. Customer agrees to pay a monthly interest charge of 1.5% monthly for all unpaid balances.

2. MAINTENANCE/EXPEDITED FEE: A fee will be added on all rental items of 10%. This covers wear and tear of items along with maintaining the cleanliness and integrity of our products. This fee covers breakage due to normal wear and tear. It does not include breakage due to abuse. A 15% fee will be added to the rental cost for orders made, confirmed or changed within 48 business hours of will call pick up/delivery. The client is responsible for all rental items from the time they are signed for in store or delivered, to the time they are returned into 5 Star Rental's possession. Please check the items received prior to signing off on them. We cannot be responsible for missing or incorrect items once they have been delivered to your location or picked up in store.

3. LINENS: Our linens will be damaged by candle wax, ink, pin holes, duct tape, staples, glue, or any other substance that is not from normal use. Automatic replacement fees will be incurred upon discovery of any of these items. Replacement costs for damaged or non-returned items are 3 times the rental price (regular price, not discounted) for napkins, chair covers, tablecloths, overlays, runners, and all other items unless otherwise noted. You will have the option to wait in our office to observe the count/inspection upon return. Dye lots, seams, and hems may vary. Napkins are rented in packs of 10. When a special order (ie: an item that is out of stock, a custom made item, or an order that is outsourced) is confirmed or paid in full, customer will be required to fill out a "Non-Cancellation" form which states that there can be no cancellation, refund or exchange on the order within a 2 week period from the event.

4. DISHES: Dishes must be stacked and returned to proper crates. All dishes, stemware and utensils must be rinsed and completely food free. An extra cleaning fee will be charged if returned not rinsed. Dishes are rented by the crate and not individually.

5. DELIVERY/PICK-UP: Deliveries will likely be made approximately 24 hours prior to your event and pick-ups will be made the day following your event (weekends excluded) during normal business hours (M-F 8:00 - 5:00). Delivery fees are based on zip codes of the delivery area. An additional delivery fee, based on location, will be added for deliveries and pickups outside of normal business hours. An additional fee will be added for deliveries and pick ups requesting specific time frames. An additional fee will be added for deliveries involving moving items for lengthy distances or for stairs and elevators. If our driver cannot locate the items or get access to the items for pick-up, the delivery/pickup fee will apply and you will be charged a second time for the return trip.

6. LENGTH OF RENTAL AND RETURNS: All fees are for a 1 day rental. Additional day rental fees will be applied if rented beyond the 1 day limit. Weekends are considered a 1 day rental. For example, if you receive your items on a Friday and return them on Monday, you will be charged for 1 day rental. 5 Star Rental has the authority to alter delivery and pick up times/days to accommodate our scheduling. Customer shall be liable for all damages to or loss of the rental items. Customer shall be responsible for all costs incurred by 5 Star Rental recovering and returning damaged rental items to 5 Star Rental's premises. If the rental items are to be "picked up" by 5 Star Rental, Customer agrees to have items stacked on carts as delivered or stacked neatly in same location as delivered. A take-down fee will be assessed for items which are not ready for pick-up as described above. Customer must provide a secure storage location and Customer accepts all risk including damage to and liability relative to rental items.

7. WILL CALLS: Rental items may be picked up and returned at our Front Office. All will call items must be paid in full before leaving our warehouse. Customer must sign order form in office before receiving items. Customer is responsible for counting items and confirming entire order. Customer must initial order sheet in office upon returning items. Customer agrees to return items to 5 Star Rental in good condition as when received by agreed return date. If not returned on time, 5 Star Rental has the authority to charge a late fee which is a full one day rental price.

8. PROPER CARE: Customer shall be responsible for all damage to rental items. Damage includes, but is not limited to: damage due to overturning, overloading or exceeding rated capacities; breakage; improper use; abuse; lack of cleaning; dirtying of rental items by paint, mud, plaster, concrete, rosin or any other material. **RESPONSIBILITY OF THE ITEM REMAINS WITH THE CUSTOMER FROM THE TIME OF DELIVERY OR PICK UP TO THE TIME OF PICK UP OR RETURN:** Please be sure all item is secured when not in use and protected from weather.

9. TENTS: A 50% non-refundable deposit is taken to reserve a tent. The customer must request cancellation at least 48 hours prior to the scheduled delivery. There is an extra charge for tents erected on concrete. 5 Star Rental is not responsible for damage done by drilling or staking. Concrete anchors cannot always be completely removed and repair of the concrete may not be to original quality standards. Tents to be erected on grass, dirt or gravel, require the property owner or customer to insure that there are NO underground water, electric, utility cable or septic lines in the immediate vicinity of where the tent stakes will be placed. This is the responsibility of the renter/customer to identify ahead of time where these lines are and communicate this information to the 5 Star Rental tent installer. This may require a Dig Test by calling 800-344-8377 or 811 at least 72 hours prior to date of tent erection. All damages created by driving tent stakes into underground structures are the responsibility of the customer. Clear communication regarding ALL underground elements prior to erection is essential. Trimming tree branches so as nothing will come in contact with the tent is the responsibility of the customer prior to the tents erection. No propane or gas heaters should ever be used in a tent. Customer are required to obtain a tent permit for any size over a 20' x 20'. Please check with your city for required permits. 5 Star Rental will assist the customer in evaluating the tent site for size and surface conditions prior to the event whenever possible.

10. WEATHER: Tents and canopies are temporary structures designed to handle most normal weather conditions; however, there may be situations that become unsafe such as high winds or lightning. Evacuation of tents is recommended in these or other unsafe conditions. We will not be able to set up a tent in winds of 20 mph or above.

11. RECEIPT/INSPECTION OF RENTAL ITEMS: Customer acknowledges that he has, or will, personally inspect the rental items prior to use and finds the items suitable for customers' needs. Customer acknowledges receipt of all items listed in the Rental Invoice and that the rental items are in good working order and that the Customer understands the proper operation and use of items. It is the Customer's responsibility to ask 5 Star Rental for operational instructions if they are not knowledgeable about safely using the items.

12. **POSSESSION/TITLE:** Customer's right to possession of the rental items begins upon the rental items leaving 5 Star Rental and terminates on the Agreed Return Date indicated on the front of this Rental Agreement. Retention of possession after this date constitutes a material breach of this Rental Agreement. Time is the essence of this Rental Agreement. Any extension of this Rental Agreement must be agreed upon by email. Title to the rental items is and shall remain with 5 Star Rental. If the rental items are not returned and/or levied upon for any reason whatsoever, 5 Star Rental may retake said items without further notice or legal process. Customer hereby agrees to indemnify, defend and hold 5 Star Rental harmless for any and all claims and costs arising from such retaking and/or levy. If rental items are levied upon, Customer shall notify 5 Star Rental immediately.

13. **INDEMNITY/HOLD HARMLESS:** Customer will take all necessary precautions regarding the items rented, and protect all persons and property from injury or damage. Customer agrees to indemnify, defend and hold harmless 5 Star Rental from and against any and all liability, claims, judgments, attorney's fees to the extent authorized by Texas law and costs of every kind and nature, including but not limited to, injuries or death to persons and damage to property, arising out of the use, operation, or possession by customer of the items rented, however caused.

14. **ASSUMPTION OF RISK/RELEASE - DISCHARGE OF LIABILITY:** Customer is fully aware and acknowledges there is a risk of injury or damage arising out of the use or operation of the items rented and here-under and hereby elects to voluntarily enter into this rental agreement and assume all of the above risks or injury. Customer agrees to release and discharge 5 Star Rental from any and all responsibility or liability from such injury or damage against 5 Star Rental which customer otherwise may be entitled to assert.

15. **OPERATORS:** No operators are furnished, directly or indirectly with our rental items.

16. **COMPLIANCE WITH LAW/USE RENTAL ITEMS:** Customer agrees not to use or allow anyone to use the rental items in any illegal manner. Customer agrees at his sole cost and expense to comply with all municipal, county, state and federal laws, ordinances and regulations which may apply to the use of the rental items during the rental period. Customer further agrees to pay all licenses, fines, fees, permits or taxes arising from his use of the rental items, including any subsequently determined to be due. Customer is responsible for obtaining all permits and/or licenses from the appropriate government agencies. In the city of Denton, a permit is required for a tent bigger than 20 x 20. If permits or licenses are denied for any reason, Customer is still responsible for all financial and other obligations pursuant of this Agreement to 5 Star Rental or its subcontractors. Customer shall not allow any person who is not qualified or who has not received and understands the safety and operating instructions or who does not utilize all safety items required to operate the rental items to use the rental items. Customer acknowledges that 5 Star Rental has no responsibility to inspect the rental items while they are in the Customer's possession.

17. **DISCLAIMER OF WARRANTIES:** 5 Star Rental makes no warranty of merchant-ability or fitness for any particular use or purpose, either expressed or implied. 5 Star Rental shall not be responsible to customers or any third party for any loss, damage or injury resulting from, or in any way attributable to the operation of, use of or any failure of the rental items. 5 Star Rental shall not be responsible for any defect or failure unknown to 5 Star Rental. The customer's remedy for any failure of or defect in the rental items shall be termination of the rental charges at the time of failure, provided that the customer notifies 5 Star Rental immediately of such failure and returns the rental items to 5 Star Rental within twenty-four (24) hours of such failure. 5 Star Rental is not responsible for injuries from any item including staging.

18. **SUB-RENTAL/LOCATION OF RENTAL ITEMS:** Customer agrees not to sublet, loan or assign the rental items from the address at which Customer represented they were used. Responsibility of the items remains with the customer from the time of delivery or pick up to the time of pick up or return. Please be sure all items are secured when not in use and protected from weather.

19. **DEFAULT:** Should customer in any way fail to observe or comply with any provision of this Rental Agreement, 5 Star Rental may, at its sole discretion, terminate this Rental Agreement, retake the rental items, declare any charges due and payable and initiate legal process to recover monies owned.

20. **RETAKING OF RENTAL ITEMS:** If for any reason it becomes necessary for 5 Star Rental to retake the rental items, Customer authorizes 5 Star Rental to retake rental items without notice or further legal process and agrees that 5 Star Rental shall not be liable for any claims for damage or trespass arising out of the removal of the rental items.

21. **LEGAL FEES:** In the event an attorney is retained to enforce a provision of this Rental Agreement, the prevailing party in the dispute shall be entitled to recover reasonable attorney's fees and court costs in such action or proceeding in an amount to be determined by the court.

22. **NOTICE OF NON-WAIVER/SEVER-ABILITY:** Any failure of 5 Star Rental to insist upon strict performance by Customer in regard to any provision of this Rental Agreement shall not be interpreted as a waiver of 5 Star Rental's right to demand strict compliance with all other provisions of this Rental Agreement or shall be sever-able so that the enforce-ability, invalidity or waiver of any provision shall not affect any other provisions.

23. **MOVING OF NON-RENTAL ITEMS:** 5 Star Rental is not liable for any damage arising from customer-requested moving of non-rental items, including, but not limited to, furniture, vehicles, plants, lights, etc.

Item 11.

Payment Policy

All debts owed for this contract are due within **0 days** of the events conclusion.

General Cancellation Policy

You may remove one or more item(s) from your order, or cancel your entire order, according to the following schedule, but the following cancellation fees will apply, subject to any category-specific cancellation policies:

- 8 days prior: no cancellation fee
- 7 days prior: 50% of contract total, less deposit (if refundable)

Days prior refers to the number of days before the earliest of the receipt of goods or performance of services.

Signature

Printed Name

Date



PARKS AND RECREATION

To: Mayor and Town Council

From: Dan Baker, Director of Parks and Recreation

**Through: Mario Canizares, Town Manager
Robyn Battle, Executive Director**

Re: Professional Services Agreement – Bowmen Sports

Town Council Meeting – May 28, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between the Town of Prosper and Bowmen Sports for recreation program instructor services for an estimated amount of \$27,090.

Description of Agenda Item:

As part of the programming objectives for the Recreation Division, different programs and classes are offered to the community throughout the year. For these programs to run successfully, Town staff hire instructors to teach the classes. Before entering into a contract with these professionals, different factors are taken into consideration. As part of the Professional Services Agreement, the instructor agrees to retain a portion of the revenue, and the remainder of the revenue is retained by the Town. There are varying percentages used, based on the type of program and supplies either provided by the Town or the instructor.

During the Summer the Recreation Division runs a variety of camps. Per this Professional Services Agreement, the Town agrees to retain 30 percent (30%) of the total revenue collected during the registration process. In FY 2022-2023, Bowmen Sports collected \$16,698 from the registrants for services provided, generating \$4,720 in net revenue for the Town. Due to the increased offerings and advertising, Town staff anticipates an increase this fiscal year.

Budget Impact:

Town staff estimates the amount of revenue collected from program registrants to equal \$38,700 in FY 2023-2024. Per the agreement with the Town, \$27,090 in contractor expenses would be collected by Bowmen Sports, leaving \$10,966 in net revenue for the Town. The \$27,090 will be funded from the Recreation Activities Account 100-5995-60-03.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has approved the attached documents as to form and legality.

Attached Documents:

Item 12.

1. Professional Services Agreement

Town Staff Recommendation:

Town Staff recommends the Town Council authorize the Town Manager to execute a Professional Services Agreement between the Town of Prosper and Bowmen Sports for recreation program instructor services for an estimated amount of \$27,090.

Proposed Motion:

I move to authorize the Town Manager to execute a Professional Services Agreement between the Town of Prosper and Bowmen Sports for recreation program instructor services for an estimated amount of \$27,090.



CONTRACT INSTRUCTOR AGREEMENT

Section 1: Name, Nick Barrows,

whose address is, 3960 Eaglerun Dr city/state/zip Roanoke TX
(hereinafter referred to as "**Instructor**"), will provide the following classes to the Prosper Parks and Recreation Department.

Program Name: 1) Summer Sport Camps
2) _____
3) _____

Program Description: _____

Program Site: Rheas Mill, Frontier Park

- Section 2:** The **Instructor** will perform all program classes in accordance with the following conditions:
- 1) The **Instructor** will be responsible for the instruction of all classes.
 - a) Instructor must arrive 15 minutes before class time.
 - b) Instructor is responsible for basic clean up.
 - c) Instructor must be present until every participant is picked up. Parent/Guardian **MUST** come to the door.
 - d) Instructor is responsible to store all materials on their own. If this is not possible, this must be communicated to PARD staff 48 hours before the beginning of the program.
 - e) All Instructors/Substitutes must subdue to a Town of Prosper background check 48 hours before program begins.
 - 2) The Town agrees to pay the **Instructor** 70% of the program's revenue (an addendum will be attached if any variances). The Town will make payment to the **Instructor** after the programs ends and in a timely manner.
 - 3) The **Instructor** understands that a multi-child discount will be made available during registration, not to exceed \$5 per additional child registered.
 - 4) The Instructor will not discriminate against anyone on the basis of race, color, national origin, age, handicap, creed, religion, sex, ancestry, or place of birth in the provision of TITLE VII of the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and 1974. In addition, the **Instructor** will comply with all local, state and federal laws.
 - 5) All lead **Instructors** and substitute instructors must be at least 18 years of age as required by Texas Law. **Assistant instructors** or helpers must be at least 16 years of age.

Section 3: The **Instructor** agrees to adhere to the rules and regulations of the Parks and Recreation Department and understands that the Town may cancel the *Contract Instructor Agreement* for any violation by the **Instructor** or in the best interest of the Town of Prosper as determined by the

Recreation Manager or designee. The **Instructor** shall abide by the Policies and Procedures set forth by the Parks and Recreation Department.

- Section 4:** This proposal is subject to the following special conditions: the number of students in each class and the fee for the class will be determined by the **Instructor**, subject to applicable review by Town Representative.
- Section 5:** The **Instructor** agrees to indemnify, defend and hold harmless, and hereby releases, the Town of Prosper, its representatives, employees and agents, from any and all claims, damages or causes of action arising from the performance or non-performance of this contract or related in any way thereto.
- Section 6:** The **Instructor** agrees to provide services for the period of commencing (dates/times per attachment).
- Section 7:** The **Instructor** understands that if this proposal is accepted by the Town, either party may terminate this agreement without cause by providing 30 days written notification to the other party, and neither party shall be required to continue its performance hereunder.
- Section 8:** Should **Instructor** breach this contract, the contract may be terminated by the Town immediately upon such breach by giving the **Instructor** three (3) days notice prior to the date of termination.
- Section 9:** Should this *Contract Instructor Agreement* be terminated under either section 7 or 8 of said contract, or by operation of the law, the termination shall not constitute a waiver or relinquishment of any claims or causes of action either party may have pertaining in any way said contracts while it was in effect.
- Section 10:** This agreement shall be governed by the laws of the State of Texas.
- Section 11:** Instructor or assistant will not be employed by the Town of Prosper and shall not be considered Town employees in the performance of this contract.

Reviewed By:

Agreed By:

Town Representative Date

Contract Instructor Signature Date

3960 Eaglerun Drive

Address

Roanoke tx 76262

City State Zip

817-929-3333

Contact Phone #'s

Social Security Number



PUBLIC WORKS

To: Mayor and Town Council

From: Chuck Ewings, Assistant Town Manager

Through: Mario Canizares, Town Manager

Re: Authorize Agreement for Repair of Legacy Road North of Prosper Trail

Town Council Meeting – May 28, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon approving the emergency repair of North Legacy Drive north of Prosper Trail for \$44,870.

Description of Agenda Item:

The Town has recently experienced heavy rains that have caused soil erosion around drainage facilities under North Legacy Drive north of Prosper Trail and undermined the pavement. An emergency repair contract has been approved by the Town Manager to replace and increase the number of drainage pipes under Legacy at the creek crossing. The repair requires that Legacy Drive be closed to traffic for a minimum of two days to complete the improvements.

Budget Impact:

The improvements will be charged to the annual Street Maintenance Funds Account No. 100-5485-50-01.

Legal Obligations and Review:

Standard contract language will be utilized.

Attached Documents:

1. Proposal from Barbosa A. Construction
2. Location map
3. Site photos

Town Staff Recommendation:

Town staff recommends that the Town Council approve the emergency repair of North Legacy Drive north of Prosper Trail for \$44,870.

Proposed Motion:

I move to approve the emergency repair of North Legacy Drive north of Prosper Trail for \$44,870.

PROPOSAL

Distributed to:

☐ Owner

☐ Contractor

☐ Architect

☐ Subcontractor

☐ Field

☐ Other

PROJECT : LEGACY BRIDGE
PROSPER, TX

DATE: May 21, 2024

PROJECT NO:

TO : CITY OF PROSPER
LGALVEZ@PROSPERTX.GOV

CONTRACT DATE:

CONTRACT FOR:

#	DESCRIPTION	UM	QTY	UNIT COST	EXTENDED COST
1	60" CMP w/EMBEDMENT, EXCAVATION, AND BACKFILL.	LF	60	\$377.00	22,620.00
2	SAWCUT,REMOVE/REPLACE ASPHALT SECTION	TONS	25	\$204.00	5,100.00
3	FLOWABLE FILL	YDS	20	\$245.00	4,900.00
4	BYPASS WATER & BUILD TEMPORARY DAM	EA	1	\$3,650.00	3,650.00
5	DISPOSE OF EX. 60" CMP	LF	30	\$120.00	3,600.00
6					0.00
7	MOBILIZATION IN & OUT	LS	1	\$5,000.00	5,000.00
8					0.00

TOTAL 44,870.00

EXCLUDE: TRAFFIC CONTROL, BARRICADES, STEEL PLATES, HEADWALLS.
HAUL OFF INCLUDED FOR EXISTING ASPHALT AND EXCESS DIRT.

The Original Contract Sum was \$

\$ 0.00

\$ 0.00

The Contract Time will be increased by 6 DAYS

Accepted By :

CONTRACTOR

By:

Date

OWNER

By:

Date



Site Photos

Item 13.



Page 87



FACILITIES

To: Mayor and Town Council

From: Chuck Ewings, Assistant Town Manager

Through: Mario Canizares, Town Manager

Re: Approval of Agreement for Police Department Renovations

Town Council Meeting – May 28, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a contract with Nouveau Technology Services, LP, for interior improvements to the Police Department Headquarters building for \$37,283.72.

Description of Agenda Item:

With the addition of officers and restructuring of the police department, additional office space is needed to accommodate the changes. The proposal is to modify existing spaces in the police headquarters that include adding a wall and doors to the area previously utilized for records storage, adding a wall and cubicles to an existing meeting room, adding a windowed door to the Chaplain's office, and adding carpet and painting certain areas.

Facilities staff requested a quote from Nouveau Technology Services, LP, utilizing The Interlocal Purchasing System (TIPS) cooperative purchasing program. The proposed cost of the improvements is \$37,283.72.

Budget Impact:

The improvements will be charged to Account 750-6610-10-00-2413-FC. There are \$1,649,467 in unallocated bond funds in the Public Safety category that have been identified for this project. The Council CIP Subcommittee has reviewed and recommended approval of the proposal.

Legal Obligations and Review:

Standard contract language will be utilized.

Attached Documents:

1. Nouveau Technology Services, LP, Proposal

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute a contract with Nouveau Technology Services, LP, for interior improvements to the Police Headquarters building for \$37,283.72.

Proposed Motion:

I move to authorize the Town Manager to execute a contract with Nouveau Technology Services, LP, for interior improvements to the Police Headquarters building for \$37,283.72.

Proposal



Phone: 972-484-5077
Fax: 972-484-5072

Proposal: 32273C
Date: 5/2/2024

To:	Project:
Town of Prosper Attn: Robert Cook 250 W First St Prosper, TX 75078	Prosper Police Department Renovations 801 Safety Way Prosper, TX 75078

Salesperson		
Stephanie Cortez		RCSP211001

Scope of Work

Nouveau Construction respectfully submits our base proposal for the listed project.
This proposal includes all labor, material and equipment to perform the work described in this proposal and the following scope of work.
1. Add a wall and a door in the records room. This will include carpet, paint, and ceiling grid in this area. The door being added will need the badge access moved from the original door to the new door.
2. Remove shelf in the briefing room and add a faux wall with a ledge. Also raise the TV on the east wall so that it is positioned of the cubicle wall.
3. Add blinds in the main break room and the attached atrium on the south side of the building facing the secured parking area.
4. Replace the door in the Chaplains old office to have a window in the door like the other doors in PD.
Clean Area and remove trash.

Exclusions

1. TAXES
2. PERMITS
3. ASBESTOS SURVEY/ABATEMENT
4. LEAD SURVEY/ABATEMENT
5. ANY SCOPE OF WORK NOT DESCRIBED ABOVE OR UNFORESEEN CONDITIONS.
6. ANY SCOPE OF WORK NOT DETAILED IN FINAL CONSTRUCTION DOCUMENTS.
7. ANY WORK OUTSIDE OF NORMAL OPERATING HOURS OF MONDAY- FRIDAY, 8:00 AM TO 5:00 PM.

Pricing good for 15 days from date of proposal

Proposal Total: 37,283.72

Acceptance	
Accepted by:	_____
Title:	_____
Date:	_____



Revised Estimate, by estimate

Item 14.

Stephanie Cortez

Nouveau Construction & Technology Services

RCSP 211001 - TIPS Cooperative - TIPS Cooperative - 2/01/2022 to 1/31/2025

Prosper Police Department Renovation - 32273C

Stephanie Cortez

Estimator: Stephanie Cortez

Prosper Police Department Renovation

Project Scope: 1. Add a wall and a door in the records room. This will include carpet, paint, and ceiling grid in this area. The door being added will need the badge access moved from the original door to the new door.
2. Remove shelf in the briefing room and add a faux wall with a ledge. Also raise the TV on the east wall so that it is positioned on the cubicle wall.
3. Add blinds in the main break room and the attached atrium on the south side of the building facing the secured parking area.
4. Replace the door in the Chaplains old office to have a window in the door like the other doors in PD.

Division Summary (MF04)

01 - General Requirements	\$7,546.20
02 - Existing Conditions	
03 - Concrete	
04 - Masonry	
05 - Metals	\$188.00
06 - Wood, Plastics, and Composites	
07 - Thermal and Moisture Protection	
08 - Openings	\$3,849.50
09 - Finishes	\$5,231.95
10 - Specialties	
11 - Equipment	
12 - Furnishings	\$1,086.25
13 - Special Construction	
14 - Conveying Equipment	
21 - Fire Suppression	
22 - Plumbing	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	
25 - Integrated Automation	

Totalling Components

Line Item Subtotal	\$48,389.00
CCI-Q1-2024-McKinney, Tx (-19.3000%)	\$(9,339.08)

26 - Electrical	\$9,243.30
27 - Communications	\$592.80
28 - Electronic Safety and Security	
31 - Earthwork	
32 - Exterior Improvements	
33 - Utilities	
34 - Transportation	
35 - Waterway and Marine Transportation	
41 - Material Processing and Handling Equipment	
44 - Pollution Control Equipment	
46 - Water and Wastewater Equipment	
48 - Electric Power Generation	
Custom	\$507.00
Trades	\$20,144.00
Assemblies	
FMR	
MF04 Total (Without totalling components)	\$48,389.00

TIPS Standard-JOC (-6.0000%)	\$(2,903.34)
Bonding-Town of Prosper (2.5000%)	\$1,137.14

Priced/Non-Priced

Total Priced Items:	55	\$48,389.00	
Total Non-Priced Items:	0	\$0.00	0.00%
	55	\$48,389.00	

Estimator: Stephanie Cortez

Prosper Police Department Renovation

Division Summary and Totaling Components Continued...

Grand Total

\$37,283.72

Estimator: Stephanie Cortez

Prosper Police Department Renovation

Item	Description	UM	Quantity	Unit Cost	Total	Book
01 - General Requirements						
1 01-31-13-20-0200	Field personnel, project manager, average	Week	0.3000	\$3,749.00	\$1,124.70	RSM24FAC P
2 01-31-13-20-0260	Field personnel, superintendent, average	Week	1.5000	\$3,725.00	\$5,587.50	RSM24FAC P
3 01-56-16-10-0110	Dust barrier, temporary, polyethylene sheet, 6 mil	Sq.	6.0000	\$38.00	\$228.00	RSM24FAC P
4 01-74-13-20-0052	Cleaning up, cleanup of floor area, continuous, per day, during construction	M.S.F.	6.0000	\$101.00	\$606.00	RSM24FAC P
01 - General Requirements Total					\$7,546.20	
05 - Metals						
5 05-05-23-50-0020	Powder actuated stud driver, single shot, .22 cal	Ea.	1.0000	\$106.00	\$106.00	RSM24FAC P
6 05-05-23-50-0600	Powder actuated drive pin, .300 x 3/4" long	C	0.5000	\$164.00	\$82.00	RSM24FAC P
05 - Metals Total					\$188.00	
08 - Openings						
7 08-12-13-13-0100	Frames, steel, knock down, hollow metal, single, 16 ga., up to 5-3/4" deep, 3'-0" x 7'-0" Ea.		2.0000	\$495.00	\$990.00	RSM24FAC P
8 08-12-13-13-9000	Frames, hollow metal, minimum labor/equipment charge	Job	1.0000	\$191.00	\$191.00	RSM24FAC P
9 08-14-16-09-2280	Door, wood, architectural, flush, interior, 5 ply particle core, oak face, 1-3/8", 3'-0" x 7'-0" Ea.		2.0000	\$455.00	\$910.00	RSM24FAC P
10 08-14-16-09-9000	Door, wood, architectural, minimum labor/equipment charge	Job	2.0000	\$191.00	\$382.00	RSM24FAC P
11 08-71-20-30-0020	Door hardware, door closer, rack and pinion, adjustable backcheck, 3 way mount, Ea. all sizes, regular arm		1.0000	\$380.00	\$380.00	RSM24FAC P
12 08-71-20-44-0610	Door hardware, anti-ligature cylindrical lockset, lever handle entry set, US32D Ea.		1.0000	\$615.00	\$615.00	RSM24FAC P
13 08-71-20-50-0020	Door hardware, doorstops, holder and bumper, floor or wall	Ea.	2.0000	\$74.50	\$149.00	RSM24FAC P
14 08-71-20-90-1480	Door hardware, hinges, full mortise, high frequency, brass base, US10B, 4-1/2" x 4-1/2" Pair		2.0000	\$98.50	\$197.00	RSM24FAC P
15 08-79-20-10-0620	Door hardware, hole cover plate, brass or chrome	Ea.	1.0000	\$35.50	\$35.50	RSM24FAC P
08 - Openings Total					\$3,849.50	

09 - Finishes

Estimator: Stephanie Cortez

Prosper Police Department Renovation

09 - Finishes

Item	Description	UM	Quantity	Unit Cost	Total	Book
16 09-01-70-10-0100	Gypsum wallboard, repairs, fill and sand, pin / nail holes	Ea.	20.0000	\$0.80	\$16.00	RSM24FAC P
17 09-01-70-10-0160	Gypsum wallboard, repairs, cut square, patch, sand and finish, holes, 4" to 8" square	Ea.	30.0000	\$77.00	\$2,310.00	RSM24FAC P
18 09-01-70-10-0500	Gypsum wallboard, repairs, skim coat surface with joint compound	S.F.	140.0000	\$0.53	\$74.20	RSM24FAC P
19 09-05-05-10-1250	Ceiling demolition, suspended ceiling, mineral fiber, on suspension system, remove	S.F.	80.0000	\$1.03	\$82.40	RSM24FAC P
20 09-05-05-20-0550	Carpet tile, releasable adhesive, removal	S.F.	50.0000	\$0.25	\$12.50	RSM24FAC P
21 09-05-05-20-0850	Flooring demolition, vinyl or rubber cove base, straight section	L.F.	5.0000	\$0.62	\$3.10	RSM24FAC P
22 09-22-16-13-2000	Metal stud partition, non-load bearing, galvanized, 10' high, 1-5/8" wide, 25 gauge, 16" OC, includes top & bottom track	S.F.	100.0000	\$1.67	\$167.00	RSM24FAC P
23 09-29-10-30-2090	Gypsum wallboard, on walls, standard, w/compound skim coat (level 5 finish), 5/8" thick	S.F.	200.0000	\$2.62	\$524.00	RSM24FAC P
24 09-29-15-10-0100	Accessories, gypsum board, casing bead, vinyl	C.L.F.	0.5000	\$298.00	\$149.00	RSM24FAC P
25 09-29-15-10-1170	Accessories, gypsum board, screws, #6 x 1-5/8" A	M	2.0000	\$23.00	\$46.00	RSM24FAC P
26 09-51-23-10-9000	Suspended acoustic ceiling tiles, minimum labor/equipment charge	Job	1.0000	\$191.00	\$191.00	RSM24FAC P
27 09-91-23-74-0200	Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, zero voc latex, primer or sealer coat, smooth finish, brushwork	S.F.	400.0000	\$0.66	\$264.00	RSM24FAC P
28 09-91-23-74-0290	Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, zero voc latex, primer or sealer coat, sand finish, cut-in by brush	L.F.	100.0000	\$0.69	\$69.00	RSM24FAC P
29 09-91-23-74-0340	Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, zero voc latex, primer or sealer coat, sand finish, roller	S.F.	400.0000	\$0.67	\$268.00	RSM24FAC P
30 09-97-10-10-2330	Paints & coatings, interior, low VOC, wallboard primer	Gal.	5.0000	\$38.00	\$190.00	RSM24FAC P
31 09-97-10-10-2345	Paints & coatings, interior, low VOC, eggshell	Gal.	10.0000	\$83.50	\$835.00	RSM24FAC P
32 09-97-10-10-2350	Paints & coatings, interior, low VOC, stain	Gal.	0.5000	\$61.50	\$30.75	RSM24FAC P
09 - Finishes Total					\$5,231.95	

12 - Furnishings

33 12-24-13-10-6011	Shade, solar screening, fiberglass	S.F.	55.0000	\$19.75	\$1,086.25	RSM24FAC P
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Estimator: Stephanie Cortez

Prosper Police Department Renovation

12 - Furnishings

Item	Description	UM	Quantity	Unit Cost	Total	Book
12 - Furnishings Total					\$1,086.25	

26 - Electrical

34	26-05-19-90-0100	Wire, copper, stranded, 600 volt, #12, type THW, normal installation conditions in C.L.F. wireway, conduit, cable tray		12.0000	\$107.00	\$1,284.00 RSM24FAC	P
35	26-05-33-13-5020	Electric metallic tubing (EMT), 3/4" diameter, to 10' high, incl 2 terminations, 2 field bend elbows, 11 beam clamps, and 11 couplings per 100 LF	L.F.	400.0000	\$9.00	\$3,600.00 RSM24FAC	P
36	26-05-33-13-5220	Electric metallic tubing (EMT), field bends, 45 Deg. to 90 Deg., 3/4" diameter	Ea.	12.0000	\$11.00	\$132.00 RSM24FAC	P
37	26-05-33-13-7020	EMT to conduit adapters, (compression), 3/4" diameter, to 15' H	Ea.	30.0000	\$23.00	\$690.00 RSM24FAC	P
38	26-05-33-13-8660	EMT pulling elbows, female, with gasket, 90 Deg., 3/4" diameter, to 15' H	Ea.	15.0000	\$74.00	\$1,110.00 RSM24FAC	P
39	26-05-33-16-0100	Outlet boxes, pressed steel, extension rings, 4" octagon	Ea.	8.0000	\$26.50	\$212.00 RSM24FAC	P
40	26-05-33-16-0150	Outlet boxes, pressed steel, 4" square	Ea.	7.0000	\$47.50	\$332.50 RSM24FAC	P
41	26-05-33-16-0250	Outlet boxes, pressed steel, covers, blank, 4" square	Ea.	12.0000	\$15.40	\$184.80 RSM24FAC	P
42	26-27-26-10-7200	Low voltage switching, control wire, 2 conductor	C.L.F.	6.0000	\$171.00	\$1,026.00 RSM24FAC	P
43	26-27-26-20-1200	Toggle switch, quiet type, double pole, 20 amp	Ea.	2.0000	\$118.00	\$236.00 RSM24FAC	P
44	26-27-26-20-2542	Quad receptacle, isolated ground, quad, 20 amp	Ea.	4.0000	\$109.00	\$436.00 RSM24FAC	P

26 - Electrical Total **\$9,243.30**

27 - Communications

45	27-15-13-13-7242	Unshielded twisted pair (UTP) cable, solid, plenum, #24, 4 pair, category 6	C.L.F.	3.0000	\$149.00	\$447.00 RSM24FAC	P
46	27-15-13-13-7316	Unshielded twisted pair (UTP) jack, RJ45, category 6	Ea.	4.0000	\$21.00	\$84.00 RSM24FAC	P
47	27-15-43-13-1020	Voice/data wall plate, plastic, 1 gang, 2-port, excl voice/data devices	Ea.	4.0000	\$15.45	\$61.80 RSM24FAC	P

27 - Communications Total **\$592.80**

Custom

48	08-12-13-13-4900	Frames, steel, knock down, hollow metal, for welded frames, add	Ea.	1.0000	\$132.00	\$132.00 CUSTOM	P
49	08-14-16-09-5000	Door, wood, for vision lite add	Ea.	1.0000	\$375.00	\$375.00 CUSTOM	P

Estimator: Stephanie Cortez

Prosper Police Department Renovation

Custom							
Item		Description	UM	Quantity	Unit Cost	Total	Book
		Custom Total					\$507.00
Trades							
50	CARP	Carpenters - 2024 RSMeans Facilities O&P Rate 2 carpenters	Hour	56.0000	\$95.70	\$5,359.20	Trades P
51	CRPT	Carpet & Linoleum Layers - 2024 RSMeans Facilities O&P Rate	Hour	16.0000	\$93.25	\$1,492.00	Trades P
52	ELEC	Electricians - 2024 RSMeans Facilities O&P Rate	Hour	40.0000	\$109.90	\$4,396.00	Trades P
53	HELP	Helpers Average (5 trades) - 2024 RSMeans Facilities O&P Rate Electricians helper	Hour	56.0000	\$75.10	\$4,205.60	Trades P
54	PORD	Painters, Ordinary - 2024 RSMeans Facilities O&P Rate	Hour	32.0000	\$81.45	\$2,606.40	Trades P
55	PORH	Painters Helper - 2024 RSMeans Facilities O&P Rate	Hour	32.0000	\$65.15	\$2,084.80	Trades P
		Trades Total					\$20,144.00
			Estimate Grand Total				37,283.72



ENGINEERING SERVICES

To: Mayor and Town Council

From: Pete Anaya, P.E., Assistant Director of Engineering – Capital Projects

**Through: Mario Canizares, Town Manager
Chuck Ewings, Assistant Town Manager
Hulon T. Webb, Jr., P.E., Director of Engineering Services**

**Re: Purchase of Traffic Signal Related Items
Gee Road & Acacia Parkway**

Town Council Meeting – May 28, 2024

Strategic Visioning Priority: 1. Acceleration of Infrastructure

Agenda Item:

Consider and act upon authorizing the Town Manager to approve the purchase of traffic signal related items for the Gee Road and Acacia Parkway Traffic Signal project, from Consolidated Traffic Controls, Inc., utilizing the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program for \$125,448.

Description of Agenda Item:

On October 24, 2023, the Town entered into a Professional Engineering Services Agreement with Lee Engineering, Inc. for the design of a traffic signal at Gee Road and Acacia Parkway. The design of the traffic signal has progressed to the point where we can identify the required traffic signal poles, mast arms, and related equipment. Currently there is an estimated six (6) to eight (8) month lead time for pole manufacturing, powder coating, and related equipment delivery. To expedite the delivery of the traffic signal related equipment prior to awarding the construction contract, Town Staff will order these items using the HGAC Cooperative Purchasing Program.

Local governments are authorized by the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791, to enter into joint contracts and agreements for the performance of governmental functions and services, including administrative functions normally associated with the operation of government (such as purchasing necessary materials and equipment).

The Town of Prosper and HGAC entered into an Interlocal Agreement, effective January 4, 2001, which allows our local government to purchase certain goods or services through HGAC. The agreement automatically renews each fiscal year, unless cancelled by either party.

Budget Impact:

The construction budget amount is \$460,000, the purchase amount is \$125,448 and will be funded by Account No. 680-6610-50-00-2402-TR

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has approved the attached documents as to form and legality.

Attached Documents:

1. HGAC Contract Pricing Worksheet
2. Location Map

Town Staff Recommendation:

Town Staff recommends that the Town Council authorize the Town Manager to approve the purchase of traffic signal related items for the Gee Road and Acacia Parkway Traffic Signal project, from Consolidated Traffic Controls, Inc., utilizing the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program for \$125,448.

Proposed Motion:

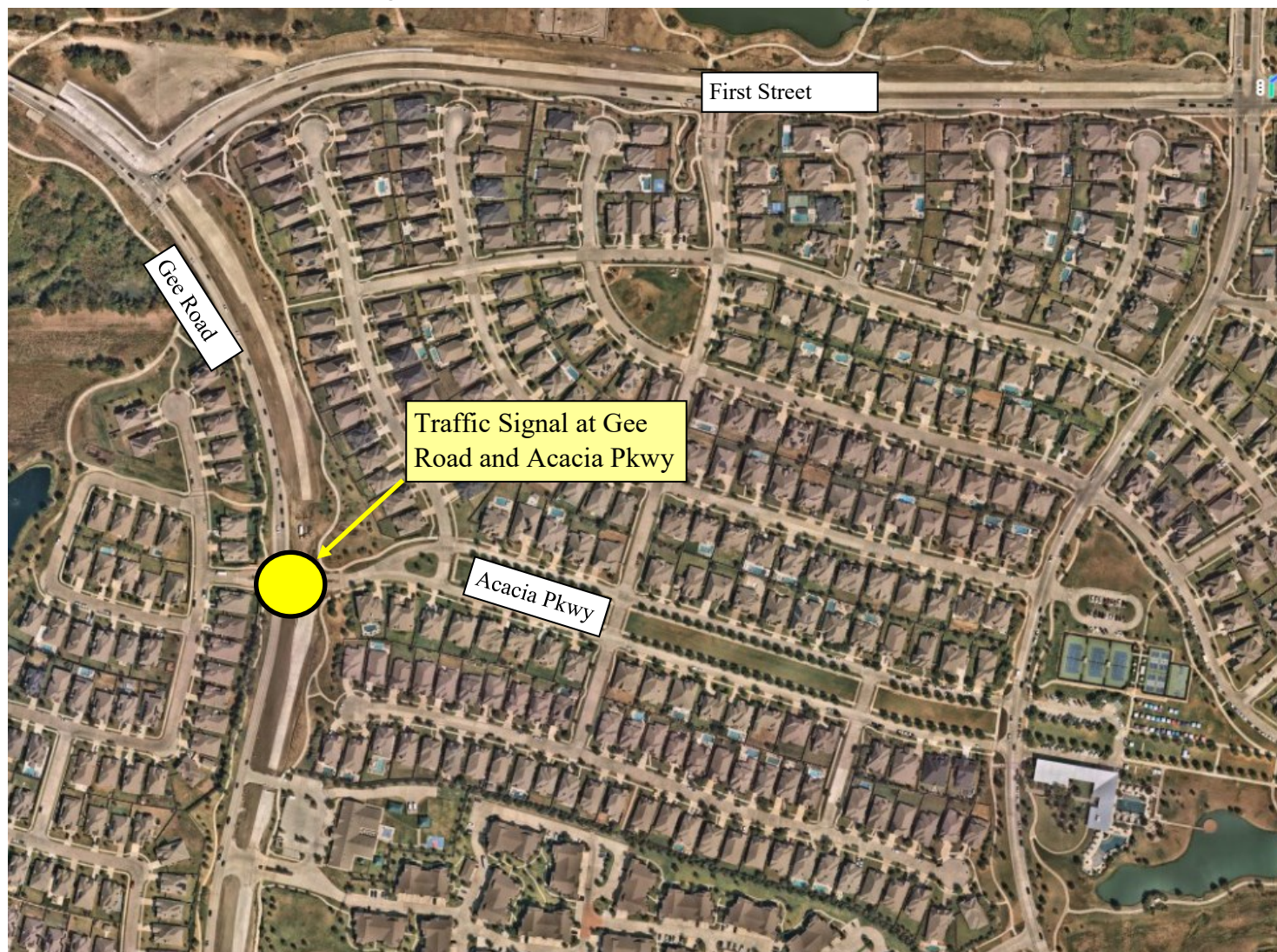
I move to authorize the Town Manager to approve the purchase of traffic signal related items for the Gee Road and Acacia Parkway Traffic Signal project, from Consolidated Traffic Controls, Inc., utilizing the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program for \$125,448.

HGACBuy		CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases		Contract No.:	PE-05-21	Date Prepared:	5/16/2024	
<p><i>This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.</i></p>								
Buying Agency: Prosper				Contractor: Consolidated Traffic Controls, Inc.				
Contact Person: Pete Anaya				Prepared By: Bobby Hale				
Phone: 972-569-1098				Phone: 800-448-8841				
Fax:				Fax: 800-448-8850				
Email: panaya@prosper.tx.gov				Email: Bobby.Hale@ctc-traffic.com				
Catalog / Price Sheet Name:		Traffic Control, Enforcement & Signal Preemption Equipment						
General Description of Product:		Traffic Control Equipment						
A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary								
Line Number	Quan	Description				Unit Pr	Total	
1837	1	M79319H 24" Split Base, Natural W/Hardware				\$ 618.00	\$ 618.00	
2134	1	M78508-SC 353i ATCC-HV Prosper Cabinet IA-24CH,FITA-24CH, OA-16CH, PWDR, (Add Controller) 9 LS 220				\$ 19,600.00	\$ 19,600.00	
2265	1	28' SMA-80L-8 28' SMA-80L-8				\$ 10,138.00	\$ 10,138.00	
2267	1	32' SMA-80L-8 32' SMA-80L-8				\$ 11,495.00	\$ 11,495.00	
2283	2	65' LMA-80/100L-8 65' LMA-80/100L-8				\$ 30,252.00	\$ 60,504.00	
2422	2	SMA Mast Arm 32'-40' SMA Mast Arm 32'-40'				\$ 1,482.00	\$ 2,964.00	
2424	2	LMA Mast Arm 50'-65' LMA Mast Arm 50'-65'				\$ 2,577.00	\$ 5,154.00	
2729	1	APC-DOT Turnkey UPS w/ APC Secure UPS 1300VA/1300 W 120 VAC In/Out RM Plus Bypass Unit, 12' Harness				\$ 6,230.00	\$ 6,230.00	
Total From Other Sheets, If Any:								
Subtotal A:							\$ 116,703.00	
B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary (Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)								
	Quan	Description				Unit Pr	Total	
	4	ILSN RAL 8008 Arms				\$ 1,000.00	\$ 4,000.00	
	1	Prosper ATC Cabinet and riser RAL 8008				\$ 745.00	\$ 745.00	
						\$ -	\$ -	
						\$ -	\$ -	
Total From Other Sheets, If Any:								
Subtotal B:							\$ 4,745.00	
Check: The total cost of Unpublished Options (Subtotal B) cannot exceed 25% of: For this transaction the percentage is:							4%	
C. Other Allowances, Discounts, Trade-Ins, Freight, Make Ready or Miscellaneous Charges								
	Quan	Description				Unit Pr	Total	
	1	Shipping Poles and cabinet				\$ 4,000.00	\$ 4,000.00	
						\$ -	\$ -	
Subtotal C:							\$ 4,000.00	
Delivery Date:			180 Days ARO		D. Total Purchase Price (A+B+C):			\$ 125,448.00

LOCATION MAP



Traffic Signal at Gee Road and Acacia Parkway





ENGINEERING SERVICES

To: Mayor and Town Council

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

Through: Mario Canizares, Town Manager
Chuck Ewings, Assistant Town Manager

Re: Agreement with Consolidated Traffic Controls, Inc.
Repair of Preston Road Traffic Signal Preemption Equipment

Town Council Meeting – May 28, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon authorizing the Town Manager to approve an agreement for repairs to the traffic signal preemption equipment on Preston Road with Consolidated Traffic Controls, Inc., utilizing the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program for \$82,557.00.

Description of Agenda Item:

The Fire Department and Public Works Department have been coordinating on assessing the failures with the Town's preemption equipment (opticom) on the traffic signals on Preston Road. After a thorough assessment, it was identified that some of the aged equipment was not functioning properly. In addition, there are several problematic areas where the opticom system is not effectively triggered due to curves in the road or other physical factors. This request is to install new opticom detector heads on all signal arms at the identified locations along Preston Road and the intersecting thoroughfares. New heads will ensure they are mounted in such a way that they are centered on the approach and aligned with the direction of travel for emergency vehicles. By addressing the installation location issues, replacing aged equipment, and ensuring proper alignment of the opticom detector heads, the effectiveness of the traffic signal preemption will be improved for emergency response vehicles, ultimately reducing response times and enhancing overall safety on the road.

Local governments are authorized by the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791, to enter into joint contracts and agreements for the performance of governmental functions and services, including functions normally associated with the operation of government (such as purchasing necessary materials and equipment).

The Town of Prosper and HGAC entered into an Interlocal Agreement, effective January 4, 2001, which allows our local government to purchase certain goods or services through HGAC. The agreement automatically renews each fiscal year, unless cancelled by either party.

Budget Impact:

The proposal is \$82,557 and funding in the amount of \$85,000 will be transferred from the \$1,000,000 approved in FY2024 for Traffic Improvement Projects, Account No. 750-6610-10-00-2335-ST to Account No. 750-5410-10-00-2414-TR.

Prior to this agreement, the following projects received funding from the \$1,000,000 Traffic Improvement Projects budget.

- In October 2023, \$22,800 was allocated for the design of the Windsong Parkway/US 380 Dual Left Turns project.
- In March 2024, a Professional Engineering Services Agreement was approved for the Legacy Drive Traffic Signals and First Street/Windsong Parkway Intersection Analysis project in the amount of \$128,000.

Upon the approval of this agreement, there will be \$764,200 remaining in the Traffic Improvement Project budget which will be used to fund the following projects:

- Construction of the Windsong Parkway/US 380 Dual Left Turns project (\$130,000 estimated).
- Construction of the traffic signal at the intersection of First Street and Legacy Drive (\$465,000 estimated).
- The remainder of \$169,200 towards partial funding of the HAWK signal at First Street and Chaucer (\$230,000 estimated).

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has approved the attached documents as to form and legality.

Attachments:

1. HGAC Contract Pricing Worksheet

Town Staff Recommendation:

Town Staff recommends that the Town Council authorize the Town Manager to approve an agreement for repairs to the traffic signal preemption equipment on Preston Road with Consolidated Traffic Controls, Inc., utilizing the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program for \$82,557.00.

Proposed Motion:

I move to authorize the Town Manager to approve an agreement for repairs to the traffic signal preemption equipment on Preston Road with Consolidated Traffic Controls, Inc., utilizing the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program for \$82,557.00.

HGACBuy		CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases		Contract No.:	PE-05-21	Date Prepared:	4/14/2024
<p><i>This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.</i></p>							
Buying Agency:	Prosper			Contractor:	Consolidated Traffic Controls, Inc.		
Contact Person:	Alex Schmidt			Prepared By:	Brandon Graham		
Phone:	972-347-9969			Phone:	800-448-8841		
Fax:	BG0595			Fax:	800-448-8850		
Email:	aschmidt@prospertx.gov			Email:	Brandon.Graham@ctc-traffic.com		
Catalog / Price Sheet Name:	Traffic Control, Enforcement & Signal Preemption Equipment						
General Description of Product:	Traffic Control Equipment						
A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary							
	-						
Line Number	Quan	Description				Unit Pr	Total
785	3	110610-MM Model 764 Multimode Phase Selector				\$ 3,175.00	\$ 9,525.00
787	33	110258 Model 721 Detector				\$ 694.00	\$ 22,902.00
862	11000	110216B Model 138 Cable 1,000 Ft Roll (Per Ft.)				\$ 0.89	\$ 9,790.00
865	16	201011 3/4" Narrow Hub (IR)				\$ 20.00	\$ 320.00
3412	92	CTCINSTALL On Site Time One Man and Pickup Truck (2 Hr minimum including drive time)				\$ 180.00	\$ 16,560.00
3414	92	CTCINSTALL Second Man with a Pickup to be used as a Crash Truck (Use whenever a bucket truck is needed on a t				\$ 180.00	\$ 16,560.00
3415	92	CTCINSTALLBUC Bucket Truck Upcharge (Include Both Drive and On Site Time)				\$ 75.00	\$ 6,900.00
Total From Other Sheets, If Any:							
Subtotal A:							\$ 82,557.00
B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary (Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)							
	Quan	Description				Unit Pr	Total
						\$	-
						\$	-
						\$	-
						\$	-
Total From Other Sheets, If Any:							
Subtotal B:							\$ -
Check: The total cost of Unpublished Options (Subtotal B) cannot exceed 25% of the total from Section A.						For this transaction the percentage is:	0%
C. Other Allowances, Discounts, Trade-Ins, Freight, Make Ready or Miscellaneous Charges							
	Quan	Description				Unit Pr	Total
						\$	-
						\$	-
Subtotal C:							\$ -
Delivery Date:				30 to 45 Days ARO	D. Total Purchase Price (A+B+C):		
							\$ 82,557.00



PLANNING

To: Mayor and Town Council

From: David Hoover, AICP, Director of Development Services

Through: Mario Canizares, Town Manager
Chuck Ewings, Assistant Town Manager

Re: Notice of Appeals

Town Council Meeting – May 28, 2024

Strategic Visioning Priority: 3. Commercial Corridors are ready for Development

Agenda Item:

Consider and act upon whether to direct staff to submit a written notice of appeals on behalf of the Town Council to the Development Services Department, pursuant to Chapter 4, Section 1.5(C)(7) and 1.6(B)(7) of the Town's Zoning Ordinance, regarding action taken by the Planning & Zoning Commission on Preliminary Site Plans and Site Plans.

Description of Agenda Item:

Attached are the Preliminary Site Plans and Site Plans that were acted on by the Planning & Zoning Commission on May 21, 2024. Per the Zoning Ordinance, the Town Council can direct staff to submit a written notice of appeal on behalf of the Town Council to the Development Services Department for any Preliminary Site Plans and Site Plans acted on by the Planning & Zoning Commission.

Budget Impact:

There is no budgetary impact affiliated with this item.

Attached Documents:

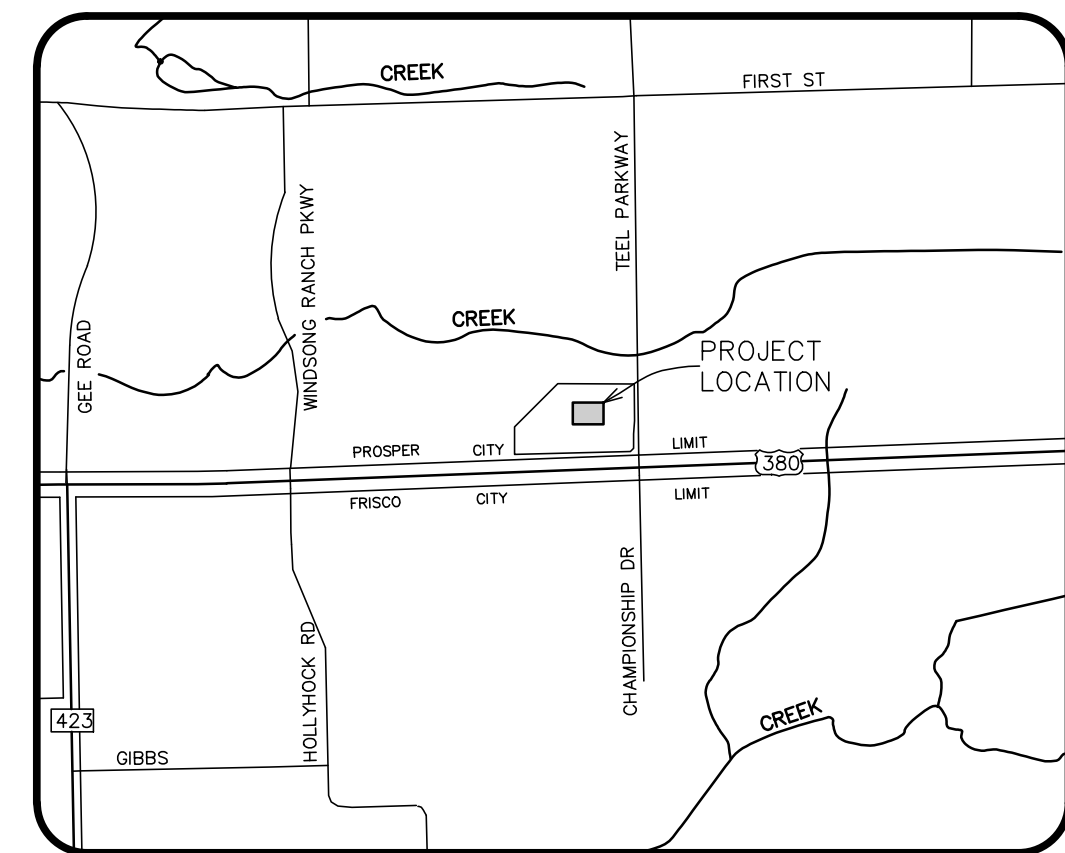
1. DEVAPP-24-0006 – Teel 380 Addition, Block A, Lot 7 (Approved 6-0)
2. DEVAPP-24-0033 – Harrod Medical Office Building, Block A, Lots 10-12 (Approved 6-0)

Town Staff Recommendation:

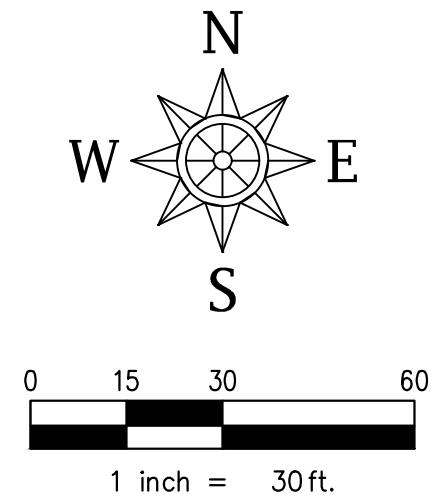
Town Staff recommends the Town Council take no action on this item.

Proposed Motion:

N/A



Vicinity Map
NTS



Town of Prosper Site Plan Notes:

- 1) All development standards shall follow Town Standards.
- 2) Landscaping shall conform to landscape plans approved by the Town of Prosper.
- 3) All development standards shall follow Fire Requirements per the Town of Prosper.
- 4) Handicapped parking areas and building accessibility shall conform to the Americans with Disabilities Act (ADA) and with the requirements of the current, adopted Building Code.
- 5) All signage is subject to Building Official approval.
- 6) Impact fees will be assessed in accordance with the land use classification(s) identified on the Site Data Summary Table; however, changes to the proposed land use at the time of CO and/or finish-out permit may result in additional impact fees and/or parking requirements.
- 7) The approval of a Preliminary Site Plan shall be effective or a period of two (2) years from the date that the Preliminary Site Plan is approved by the Planning & Zoning Commission, at the end of which time the applicant must have submitted and received the approval of a Site Plan approval is null and void.
- 8) Open Space requirements shall follow the Zoning Ordinance, per tract. Open Space shall not include vehicular paving, required parking lot landscape islands, building footprint, utility yards, required landscape setbacks, sidewalks, and detention pond.

Lot 5, Block A
Teel 380 Addition
Zoning: PD-40
Existing Use: Vacant

Lot 6, Block A
Teel 380 Addition
Zoning: PD-40
Existing Use: Retail

Lot 4, Block A
Teel 380 Addition
Zoning: PD-40
Existing Use: Vacant

Lot 3, Block A
Teel 380 Addition
Zoning: PD-40
Existing Use: Vacant

Lot 2, Block A
Teel 380 Addition
Zoning: PD-40
Existing Use: Vacant

Lot 1B, Block A
Teel 380 Addition
Zoning: PD-40
Existing Use: Vacant

Lot 9, Block A
Teel 380 Addition
Zoning: PD-40
Existing Use: Vacant

Lot 10, Block A
Teel 380 Addition
Zoning: PD-40
Existing Use: Vacant

Lot 7, Block A
120,589 SF / 2.768 AC.

SITE DATA

Zoning
Proposed Use:

Lot Area:
Building 1 Area:
Building 1 Height:
Building 2 Area:
Building 2 Height:
Lot Coverage:
Floor Area Ratio:
HC Parking Required:
Total HC Parking Provided:
Parking Required:

BLOCK A, LOT 7

Mixed Use PD-40
Retail/Restaurant

2.768 Ac. 120,590 Sq. Ft.)
12,750 Sq. Ft.
1 Story, 31'8" Max.
12,750 Sq. Ft.
1 Story, 31'8" Max. (Architectural Height)
21.5%
0.21:1
6 Spaces
6 Spaces
Retail 1: 250 Sq. Ft. (16,875 Sq. Ft.) = 68 Spaces
Restaurant 1: 100 Sq. Ft. (5,625 Sq. Ft.) = 57 Sp.
Total Required: 125 Spaces

Total Parking Provided: 160 Spaces Incl. 6 HC

Interior Parking Landscape Required: 1,328 Sq Ft
Interior Parking Landscape Provided: 7,078 Sq Ft (533%)
Open Space Required: 8,442 Sq Ft
Open Space Provided: 8,747 Sq Ft (104%)
Impervious Surface: 106,500 Sq. Ft.

LEGEND

- FIRELANE, ACCESS, DRAINAGE, & UTILITY EASEMENT BY OTHERS
- PROPOSED FIRELANE, ACCESS, DRAINAGE & UTILITY EASEMENT
- PROPOSED SIDEWALK
- 1/2" IRON ROD W/ PLASTIC CAP STAMPED "SPIARSENG" SET, UNLESS OTHERWISE NOTED.
- POWER POLE
- GUY WIRE ANCHOR
- OVERHEAD POWER LINE
- CONTROL MONUMENT
- PROPOSED FIRE HYDRANT
- EXISTING FIRE HYDRANT

SITE PLAN
DEVAPP-24-0006

TEEL LOT 7 RETAIL
TEEL 380 ADDITION - BLOCK A, LOT 7
IN THE TOWN OF PROSPER, DENTON COUNTY, TEXAS
C. SMITH SURVEY ABSTRACT NO. 1681
120,590 Sq. Ft./2.768 Acres

ENGINEER / SURVEYOR / APPLICANT
Spiars Engineering, Inc.
765 Custer Road, Suite 100
Plano, TX 75075
Telephone: (972) 422-0077
TBPE No. F-2121
Contact: Karis L. Smith

OWNER/DEVELOPER
Teel 380, LP
8668 John Hickman Parkway
Frisco, TX 75034
Telephone: (248) 345-3818
Contact: Shiva Kondru

SITE DATA SUMMARY TABLE			
ITEM	LOT 10 - TRACT 1	LOT 11 - TRACT 2	LOT 12 - TRACT 3
ZONING:	PD-65	PD-65	PD-65
PROPOSED USE:	2-STORY MEDICAL OFFICE BUILDING	OFFICE	RETAIL
LOT AREA:	129610 SF / 2.975 AC	54890 SF / 1.26 AC	86300 SF / 1.98 AC
BUILDING AREA:	16655 SF / 0.38 AC	11000 SF / 0.25 AC	14725 SF / 0.34 AC
BUILDING HEIGHT:	35'	-	-
LOT COVERAGE:	13%	20%	17%
FLOOR AREA RATIO:	13%	20%	17%
PARKING REQUIREMENT RATIO:	1:250 SF OF FLOOR AREA	1:350 SF OF FLOOR AREA	1:250 SF OF FLOOR AREA
TOTAL PARKING REQUIRED:	134	32	59
TOTAL PARKING PROVIDED:	155	45	71
ACCESSIBLE PARKING REQUIRED:	6	2	3
ACCESSIBLE PARKING PROVIDED:	6	2	4
AREA OF IMPERVIOUS SURFACES:	72,400 SF	38,250 SF	58,100 SF
INTERIOR PARKING LANDSCAPING REQUIRED:	2,325 SF/1.79%	675 SF/1.23%	1,125 SF/1.30%
INTERIOR PARKING LANDSCAPING PROVIDED:	5,660 SF/4.36%	2,487 SF/4.53%	2,283 SF/2.64%
OPEN SPACE REQUIRED:	9,073 SF/7.00%	3,841 SF/7.00%	6,041 SF/7.00%
OPEN SPACE PROVIDED:	11,182 SF/8.63%	8433 SF/15.36%	20,033 SF/23.21%

LEGEND

FL

FL

FL

FL

PROPOSED FIRE LANE / FIRE ACCESS, DRAINAGE, AND UTILITY EASEMENT (F.A.D.U.E.)

EXISTING FIRE LANE / FIRE ACCESS, DRAINAGE, AND UTILITY EASEMENT (F.A.D.U.E.)

PROPOSED TURN LANE PAVEMENT

EASEMENT LINE

SETBACK LINE

PHASE II PAVEMENT

EXISTING CONTOUR

PROPOSED FIRE HYDRANT

PROPOSED SEWER MANHOLE

PROPOSED FIRE DEPT. CONNECTION

PROPOSED RETAINING WALL

EX. LIGHT POLE

EX. WATER METER

EX. FIRE HYDRANT (FH)

EX. STORM MANHOLE

EX. STORM INLET

EX. SAN. SWR. MANHOLE

NOTES

1.

NO FLOODPLAIN EXISTS ON THE SITE.

2.

ALL DIMENSIONS ARE SHOWN TO FACE OF CURB UNLESS OTHERWISE NOTED.

3.

FIRE LANES SHALL BE A MINIMUM OF 24' IN WIDTH WITH A 30' TURNING RADIUS.

4.

FDOS SHALL BE PROVIDED IN ACCORDANCE WITH THE TOWN OF PROSPER STANDARDS.

5.

TREES SHALL NOT BE LOCATED WITHIN PUBLIC EASEMENTS IN ACCORDANCE WITH TOWN STANDARDS.

6.

FOUNDATION PLANTINGS TO BE PROVIDED IN ACCORDANCE WITH THE ZONING ORDINANCE.

7.

ALL PROPOSED OPEN STORAGE SHALL BE SCREENED IN ACCORDANCE WITH THE REQUIREMENTS OF THE ZONING ORDINANCE.

8.

NO TREES EXIST ON-SITE AND NO TREES ARE TO BE REMOVED.

9.

ALL MECHANICAL UNITS ARE TO BE ROOFTOP UNITS AND SCREENED FROM THE PUBLIC RIGHT-OF-WAY.

NORTH

GRAPHIC SCALE IN FEET

0

20

40

80

Item 17.

FIRST STREET

LEGACY DRIVE

PRAIRIE DRIVE

DALLAS PKWY

BRANCH

PRESTON ROAD

DALLAS NORTH TOLLWAY

BNSF

TEEL

FRISCO

PARVIN

SITE

SITE LOCATION MAP

(NOT TO SCALE)

TOWN OF PROSPER PRELIMINARY SITE PLAN NOTES

•

ALL DEVELOPMENT STANDARDS SHALL FOLLOW TOWN STANDARDS.

•

LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN OF PROSPER.

•

ALL DEVELOPMENT STANDARDS SHALL FOLLOW FIRE REQUIREMENTS PER THE TOWN OF PROSPER.

•

HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED BUILDING CODE.

•

ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.

•

IMPACT FEES WILL BE ASSESSED IN ACCORDANCE WITH THE LAND USE CLASSIFICATION(S) IDENTIFIED ON THE SITE DATA SUMMARY TABLE. HOWEVER, CHANGES TO THE PROPOSED LAND USE AT THE TIME OF CO AND/OR FINISH-OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.

•

THE APPROVAL OF A PRELIMINARY SITE PLAN SHALL BE EFFECTIVE FOR A PERIOD OF TWO (2) YEARS FROM THE DATE THAT THE PRELIMINARY SITE PLAN IS APPROVED BY THE PLANNING & ZONING COMMISSION. AT THE END OF WHICH TIME THE APPLICANT MUST HAVE SUBMITTED AND RECEIVED THE APPROVAL OF A SITE PLAN BY THE PLANNING & ZONING COMMISSION. IF A SITE PLAN IS NOT APPROVED WITHIN SUCH TWO (2) YEAR PERIOD, THE PRELIMINARY SITE PLAN APPROVAL IS NULL AND VOID. IF SITE PLAN APPROVAL IS ONLY FOR A PORTION OF THE PROPERTY, THE APPROVAL OF THE PRELIMINARY SITE PLAN FOR THE REMAINING PROPERTY SHALL BE NULL AND VOID.

•

OPEN SPACE REQUIREMENTS SHALL FOLLOW THE ZONING ORDINANCE, PER TRACT. OPEN SPACE SHALL NOT INCLUDE VEHICULAR PAVING, REQUIRED PARKING LOT LANDSCAPE ISLANDS, BUILDING FOOTPRINT, UTILITY YARDS, REQUIRED LANDSCAPE SETBACKS, SIDEWALKS, AND DETENTION POND.

Kimley»Horn

PRELIMINARY SITE PLAN

HARROD MEDICAL OFFICE BUILDING

PROSPER CENTER

BLOCK A, LOT 10 - 12

CASE # - DEVAPP-24-0033

6.2 ACRES

ENGINEER / SURVEYOR

KIMLEY-HORN AND ASSOCIATES, INC.

100 WEST OAK STREET, SUITE 203

DENTON, TX, 76201

PHONE (817) 287-3620

CONTACT: MACK MATTKE, P.E.

OWNER / APPLICANT

PROSPER VILLAGES AT LEGACY LLC

10950 RESEARCH ROAD

FRISCO, TX, 76033

PHONE (214) 387-3993

CCURRY@TXLANDRESOURCES.COM

CONTACT: CRAIG CURRY

L. NETHERLY SURVEY, ABSTRACT NO. 962

TOWN OF PROSPER, DENTON COUNTY, TEXAS

PREPARATION DATE: MAY 16, 2024



FINANCE

To: Mayor and Town Council

From: Chris Landrum, Finance Director

**Through: Mario Canizares, Town Manager
Bob Scott, Deputy Town Manager**

Re: Notice of Intent to Issue Certificates of Obligation

Town Council Meeting – May 28, 2024

Strategic Visioning Priority: 1. Acceleration of Infrastructure

Agenda Item:

Consider and act upon a resolution directing the publication of Notice of Intention to issue Certificates of Obligation for the purpose of funding costs associated with the construction of wastewater improvements.

Description of Agenda Item:

The attached resolution initiates the process of issuing certificates of obligation for the projects specified in Exhibit B.

The ordinance would allow for delegation to the Town Manager that meets the following conditions:

- Issue the certificates through a competitive or negotiated sale;
- for an amount not to exceed \$31,500,000;
- with a final maturity of August 15, 2044.

Budget Impact:

The debt service payments for the Certificates will be funded from the Water and Sewer Fund.

Chris Settle of McCall, Parkhurst and Horton, the Town's bond counsel, prepared the attached Resolution, and Terrence Welch of Brown & Hofmeister, L.L.P. has reviewed the resolution as to form and legality.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has approved the attached documents as to form and legality.

Attached Documents:

1. Resolution
2. Timeline (Exhibit A)
3. Use of Proceeds (Exhibit B)

Town Staff Recommendation:

Town staff recommends that the Town Council approve a resolution directing the publication of Notice of Intention to issue Certificates of Obligation to finance the obligations associated with the aforementioned projects.

Proposed Motion:

I move to approve a resolution directing the publication of Notice of Intention to issue Certificates of Obligation for the purpose of funding costs associated with the construction of wastewater improvements.

CERTIFICATE FOR RESOLUTION

Item 18.

**THE STATE OF TEXAS
COUNTIES OF COLLIN AND DENTON
TOWN OF PROSPER**

7

We, the undersigned officers of the Town of Prosper, Texas (the “Town”), hereby certify as follows:

1. The Town Council of the Town (the “Council”) convened in a regular meeting on May 28, 2024, at the designated meeting place, and the roll was called of the duly constituted officers and members of the Council, to wit:

David F. Bristol, Mayor
Marcus E. Ray, Mayor Pro-Tem
Amy Bartley, Deputy Mayor Pro-Tem
Craig Andres, Councilmember
Chris Kern, Councilmember
Jeff Hodges, Councilmember
Cameron Reeves, Councilmember

Michelle Lewis Sirianni, Town Secretary

and all of said persons were present except _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

A RESOLUTION DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; AND RESOLVING OTHER MATTERS RELATING TO THE SUBJECT

was duly introduced for the consideration of the Council. It was then duly moved and seconded that said Resolution be adopted and, after due discussion, said motion, carrying with it the adoption of said Resolution, prevailed and carried with all members present voting “AYE” except the following:

NAY: __

ABSTAIN: __

2. A true, full and correct copy of the aforesaid Resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in the Council’s minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the Council’s minutes of said meeting pertaining to the adoption of said Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Council as indicated therein; that each of the officers and members of the Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting, and that said Resolution would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose, and that said meeting was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

3. The Council has approved and hereby approves the aforesaid Resolution; and the Mayor and the Town Secretary of the Town hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Resolution for all purposes.

SIGNED AND SEALED THIS MAY 28, 2024.

Item 18.

Town Secretary
Town of Prosper

Mayor
Town of Prosper

(Town Seal)

TOWN OF PROSPER, TEXAS**RESOLUTION NO. 2024-XX****RESOLUTION DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; AND RESOLVING OTHER MATTERS RELATING TO THE SUBJECT****THE STATE OF TEXAS
COUNTIES OF COLLIN AND DENTON
TOWN OF PROSPER**

WHEREAS, the Town Council of the Town of Prosper, Texas (the “Town”), deems it advisable to give notice of intention to issue certificates of obligation of the Town (the “Certificates of Obligation”), as hereinafter provided; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS:

Section 1. Attached hereto and marked **Exhibit A** is the form of Notice of Intention to Issue Certificates of Obligation of the Town (the “Notice”), the form and substance of which are hereby passed and approved.

Section 2. The Town Secretary shall cause the Notice, in substantially the form attached hereto, to be published in a newspaper of general circulation in the Town, and published in the Town, once a week for two consecutive weeks, the date of the first publication thereof to be before the 45th day before the date tentatively set for the passage of the ordinance or ordinances authorizing the issuance of the Certificates of Obligation.

Section 3. The Town Secretary shall cause the Notice, in substantially the form attached hereto, to be posted continuously on the Town’s Internet website for at least 45 days before the date tentatively set for the passage of the ordinance or ordinances authorizing the issuance of the Certificates of Obligation.

Section 4. This Resolution shall be effective immediately upon adoption.

Exhibit A**NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION
OF THE TOWN OF PROSPER, TEXAS**

NOTICE IS HEREBY GIVEN that the Town Council of the Town of Prosper, Texas, at its meeting to commence at 6:15 P.M. on July 23, 2024, at the Town Council Chambers in Prosper Town Hall, 250 W. First Street, Prosper, Texas, tentatively proposes to authorize the issuance of interest bearing certificates of obligation, in one or more series, in an amount not to exceed \$31,500,000, for the purpose of paying all or a portion of the Town's contractual obligations incurred in connection with (i) extending, constructing and improving the Town's sewer system, including acquiring sewage treatment capacity in the Doe Branch Water Reclamation Plant of the Upper Trinity Regional Water District ("Upper Trinity"), which is to be owned and operated by Upper Trinity as part of its Northeast Regional Water Reclamation System; and (ii) paying legal, fiscal and engineering fees in connection with such projects. The Town proposes to provide for the payment of such certificates of obligation from the levy and collection of ad valorem taxes in the Town as provided by law and from a pledge of the surplus revenues of the Town's waterworks and sewer system (the "System") that remain after payment of all operation and maintenance expenses thereof, and after all debt service, reserve and other requirements in connection with all revenue bonds or other obligations (now or hereafter outstanding) of the Town have been met, to the extent that such obligations are payable from all or any part of the net revenues of the System. The certificates of obligation are to be issued, and this notice is given, under and pursuant to the provisions of V.T.C.A., Local Government Code, Subchapter C of Chapter 271.

The following information is provided to comply with Tex. H.B. 477, 86 Leg., R.S. (2019). The current principal of all outstanding debt obligations of the Town is \$216,515,000. The current combined principal and interest required to pay all outstanding debt obligations of the Town on time and in full is \$294,016,591. The maximum principal amount of the certificates to be authorized is \$31,500,000 and the estimated combined principal and interest required to pay the certificates to be authorized on time and in full is \$47,456,875. The maximum interest rate for the certificates may not exceed the maximum legal interest rate. The maximum maturity date of the certificates to be authorized is August 15, 2044. The above information does not exclude any outstanding debt obligations the Town has designated as self-supporting and which the Town reasonably expects to pay from revenue sources other than ad valorem taxes.

TOWN OF PROSPER, TEXAS

Town of Prosper, TX
Certificates of Obligation, Series 2024
OR **Water and Sewer Revenue Bonds, Series 2024**

Preliminary Schedule of Events (as of May 8, 2024)

May-24						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Jun-24						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Jul-24						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Aug-24						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Sep-24						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Complete By	Day	Event
28-May-24	Tuesday	Town Council approves publication of Notice of Intent for the Certificates. Publication will occur in the Town's paper of record.
3-Jun-24	Monday	HilltopSecurities requests information for preparation of the Official Statement
5-Jun-24	Wednesday	1st publication of Notice of Intent for Certificates
10-Jun-24	Monday	HilltopSecurities receives requested information
12-Jun-24	Wednesday	2nd publication of Notice of Intent for Certificates
17-Jun-24	Monday	Draft Official Statement distributed to the Town and Bond Counsel
24-Jun-24	Monday	HilltopSecurities receives comments on Official Statement
1-Jul-24	Monday	Distribute POS to Rating Agencies
16-Jul-24	Tuesday	Rating Agency meetings at the Town (Potentially meeting w/ S&P, Moody's and Fitch)
23-Jul-24	Tuesday	Town Council approval of Parameter Ordinance for Certificates of Obligation* <u>OR</u> Water and Sewer Revenue Bonds
29-Jul-24	Monday	Anticipated receipt of credit ratings
30-Jul-24	Tuesday	Electronically mail CO Official Statement <u>OR</u> Water and Sewer Revenue Bond Official Statement to potential purchasers**
6-Aug-24	Tuesday	Pricing; Pricing Officer adopts final pricing**
4-Sep-24	Wednesday	Closing and delivery of funds to the Town**

* Pricing must occur within 90 days of Council approval of the Parameter Ordinance.

** Preliminary, subject to change.

EXHIBIT B

Project Name	CO Issuance
Wastewater Projects	
Doe Branch Parallel Interceptor: (Design & Construction) 2103-WW	\$3,750,000
Doe Branch, Phase 3 WWTP: (Construction) 2322-WW	\$27,500,000
TOTAL CO ISSUANCE	\$31,250,000



ENGINEERING SERVICES

To: Mayor and Town Council

From: Pete Anaya, P.E., Assistant Director Engineering – Capital Projects

**Through: Mario Canizares, Town Manager
Chuck Ewings, Assistant Town Manager
Hulon T. Webb, Jr., P.E., Director of Engineering Services**

Re: Bid Award: Lower Pressure Plane Phase 2 Water Pipeline

Town Council Meeting – May 28, 2024

Strategic Visioning Priority: 1. Acceleration of Infrastructure

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Construction Agreement awarding CSP No. 2024-20-B to Mountain Cascade of Texas, LLC, related to the Lower Pressure Plane Phase 2 Water Pipeline project, for \$7,101,331.

Description of Agenda Item:

On April 25, 2024, at 2:00P.M., eight (8) Competitive Sealed Proposals were received for the Lower Pressure Plane Phase 2 Water Pipeline project. The project consists of all work needed to install 10,155 linear feet of forty-two-inch (42") water main along with all related clearing, grubbing, excavation, and restoration activities to connect to the existing 42" water main, located at the southwest corner of Coit Road and Richland Boulevard, and the new Lower Pressure Plane Pump Station. Two types of large diameter pipe materials were bid to ensure competitiveness. Option 1 was to construct the water main using 'bar wrapped concrete cylinder pipe' and Option 2 was to construct the water main using 'C200 polyurethane coated steel pipe'.

The project was advertised using the Competitive Sealed Proposal Construction alternative procurement method to allow the Town to award the projects to the contractor that offers the best value proposal based on the following criteria, which includes recently revised standard percentages based on direction from the Town Council:

- Qualifications and Experience (10%)
 - Outline contractor and subcontractor experience with similar projects.
 - Outline qualifications of key personnel assigned to this project.
 - Provide references.
- Project Timeline (25%)
- Cost Proposal (65%)

The verified proposal totals ranged from \$7,101,331 to \$12,717,475 for the Base Bid plus Option 1 and from \$6,925,511 to \$13,295,225 for the Base Bid plus Option 2. The Engineer's Estimate was \$10,275,000. The proposal's final completion times ranged from 273 calendar days to 395 calendar days.

Mountain Cascade of Texas, LLC, was the firm that ranked the highest after consideration of Costs, Time, and Qualifications with a cost of \$7,101,331 for the Base Bid plus Option 1. They were also ranked highest for the Base Bid plus Option 2 with a cost of \$6,925,511. Both Options reflected a project timeline of 360 calendar days. While the proposed project timeline was greater than many of the other proposals, the significant lower cost increased the overall ranking. The proposed project timeline of 360 calendars days does allow the project to be complete in early Summer 2025.

The decision to move forward with the Base Bid and Option 1 was made since there was minimal cost difference and the material would be consistent with the previous sections of the 42" water main also constructed of bar wrapped concrete cylinder pipe. Mountain Cascade of Texas, LLC., has not performed a project for the Town of Prosper but has successfully completed similar projects for the City of Denton. Staff checked the references provided and received positive feedback.

Budget Impact:

The cost for the construction of the project is \$7,101,331. The construction budget for the project is \$11,163,985 in Account No. 760-6610-10-00-1810-WA.

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. Bid Tabulation Summary
3. Construction Agreement

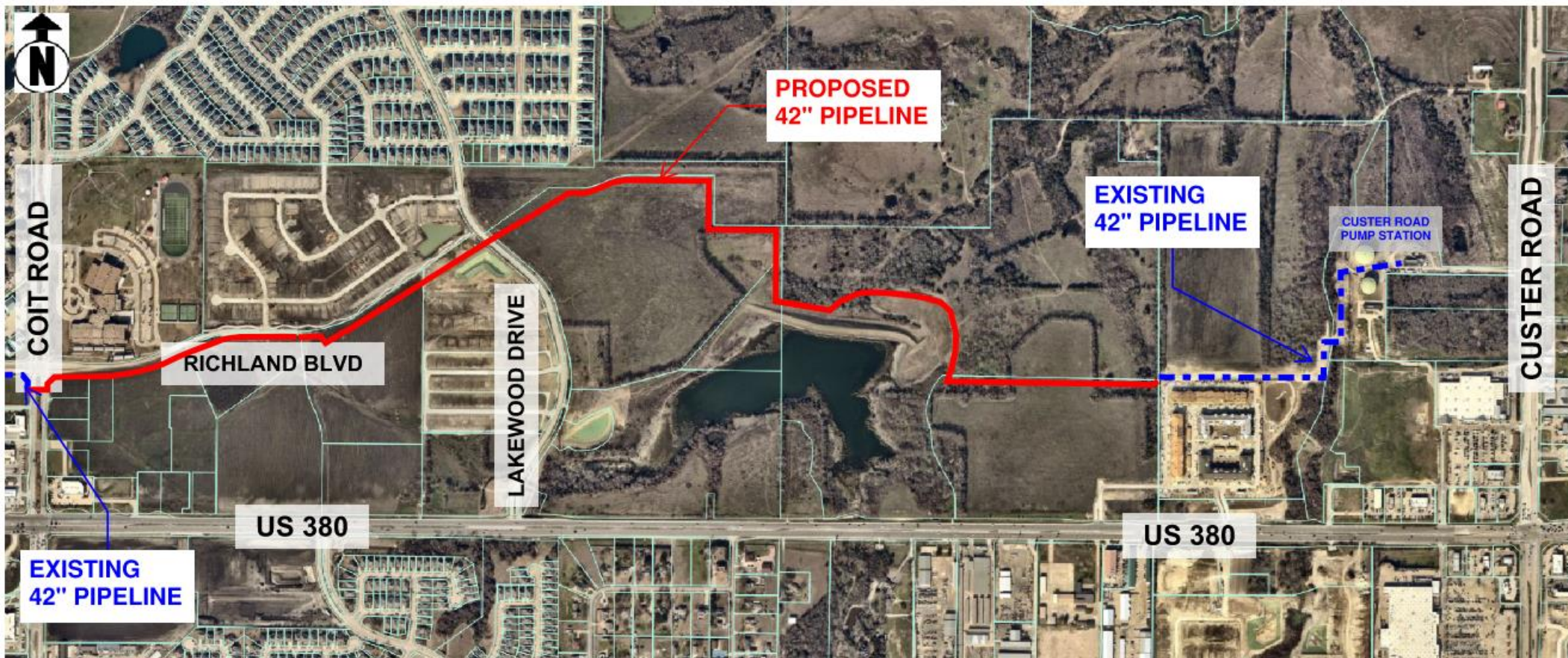
Town Staff Recommendation:

Town Staff recommends authorizing the Town Manager to execute a Construction Agreement awarding CSP No. 2024-20-B to Mountain Cascade of Texas, LLC, related to the Lower Pressure Plane Phase 2 Water Pipeline project, for \$7,101,331.

Proposed Motion:

I move to authorize the Town Manager to execute a Construction Agreement awarding CSP No. 2024-20-B to Mountain Cascade of Texas, LLC, related to the Lower Pressure Plane Phase 2 Water Pipeline project, for \$7,101,331.

LOWER PRESSURE PLANE (LPP) PUMP STATION AND LPP WATER LINE PHASE 2





TOWN OF PROSPER PROPOSAL TABULATION SUMMARY

Solicitation Number	CSP No. 2024-20-B
Solicitation Title	Lower Pressure Plane Phase 2 Water Pipeline
Close Date	4/25/2024 @ 2:00PM

Responding Supplier	City	State	Response Submitted	Base Bid	Alternate 1	Alternate 2	Total Days
Belt Construction of Texas	Texarkana	TX	4/25/2024 01:54:41 PM (CT)	\$2,519,393.00	\$5,467,150.00	\$5,264,050.00	350
Blue Star Utilities, LLC	Venus	TX	4/25/2024 01:57:04 PM (CT)	\$2,758,632.80	\$4,891,327.20	\$5,352,500.00	323
Canary Construction (Canary Construction, Inc.)	Lewisville	TX	4/25/2024 11:15:44 AM (CT)	\$4,092,275.00	\$8,625,200.00	\$9,202,950.00	395
Mario Sinacola & Sons Excavating, Inc.	Frisco	TX	4/25/2024 01:11:00 PM (CT)	\$2,926,332.55	\$5,562,925.00	No Bid	345
McKee Utility Contractors, LLC	Prague	OK	4/25/2024 01:53:24 PM (CT)	\$2,659,922.00	\$6,328,838.00	\$6,446,875.00	300
Mountain Cascade of Texas, LLC	Alvarado	TX	4/25/2024 01:52:10 PM (CT)	\$3,084,683.00	\$4,016,648.00	\$3,840,828.00	360
Reyes Group Ltd	Grand Prairie	TX	4/25/2024 01:48:10 PM (CT)	\$3,361,864.00	\$5,313,445.00	No Bid	273
Western Municipal Construction of Texas, LLC.	Justin	TX	4/25/2024 01:54:07 PM (CT)	\$3,247,983.52	\$4,999,060.28	\$4,577,114.63	335

****All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received will be available for inspection at that time.**

Certified by: Jay Carter, NIGP-CPP, CPPB, C.P.M.
Purchasing Manager
Town of Prosper, Texas

Certified on: April 25, 2024

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 **Mountain Cascade of Texas, 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. 2024-20-B LOWER PRESSURE PLANE PHASE 2 WATER PIPELINE

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 that includes the base bid price and alternate 1 in accordance with the Contract Documents, the Owner shall pay the Contractor in current funds an amount not to exceed **Seven million, one hundred one thousand, three hundred thirty-one dollars and 00 cents (\$7,101,331.00)**. 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 323 calendar days after the date of the Notice to Proceed for the base proposal. Within 37 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. 2024-20-B LOWER PRESSURE PLANE PHASE 2
WATER PIPELINE

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. IRAN, SUDAN AND FOREIGN TERRORIST ORGANIZATIONS.

If § 2252.153 of the Texas Government Code is applicable to this Contract, by signing below Contractor does hereby represent, verify and warrant that (i) it does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under § 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a "foreign terrorist organization" as defined in § 2252.151 of the Texas Government Code.

P. PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES PROVISION.

In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Contractor is not on a list maintained by the State Comptroller's Office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

Q. 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.]

CONTRACTOR

Mountain Cascade of Texas, LLC

By: Andrew L. McCullochTitle: Vice PresidentDate: May 8, 2024Address: 5340 US 67
Alvarado, TX 76009Phone: (817) 783-3094Email: AMcCulloch@mountaincascade.com**TOWN OF PROSPER, TEXAS**By: **MARIO CANIZARES**Title: Town Manager

Date: _____

Address: 250 W. First St.
P.O. Box 307
Prosper, Texas 75078Phone: (972) 346-2640Email: mcanizares@prospertx.gov

ATTEST:

MICHELLE LEWIS SIRIANNI
Town Secretary



PARKS AND RECREATION

To: Mayor and Town Council

From: Dan Baker, Director of Parks and Recreation

**Through: Mario Canizares, Town Manager
Robyn Battle, Executive Director**

Re: Award of Raymond Community Park GMP2 Bid – Site Development

Town Council Meeting – May 28, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Guaranteed Maximum Price (GMP) Contract #2 between the Town of Prosper and Dean Construction related to Site Development for Raymond Community Park in the amount of \$9,363,174.

Description of Agenda Item:

This item is to approve the Guaranteed Maximum Price (GMP) Contract #2 in the amount of \$9,363,174 for the second and final phase of the project including all components of site development. The GMP #1 contract with Dean Construction for Site Preparation was awarded on December 12, 2023, in the amount of \$8,543,776. The total construction budget including the Construction Manager-at-Risk (CMAR) contract amount is \$17,906,950.

GMP #2, if approved by the Owner (the Town), will provide the Owner's authorization for the construction of the balance of the work required to provide a complete and functional project. Included in GMP #2 is a \$1.2 million contingency and the following items:

- Lighted Baseball Four Field Complex with Restroom Concession Building
- Storm Drain System, Sanitary Sewer Lines with Required Lift Station
- Required Onsite Detention Ponds (3)
- Multipurpose Fields (5) without Lighting
- Pickleball Courts (8) with Lighting
- Multi-Level, Accessible Playground with Integral Shade
- Restroom at Playground
- 400+ Parking Spaces

Town staff has prepared a list of unfunded items that may be purchased using any available contingency funding and have also provided timelines of when the bids for these unfunded items' pricing expires.

At the April 29, 2024, CIP Subcommittee meeting, Town staff shared the list of recommended items to be funded through contingency funds. The Subcommittee requested cost estimates for the trail that parallels the creek as well as artificial turf.

The Parks and Recreation Board (PARB) was briefed on the status of GMP #2 at their May 9, 2024, Regular Meeting. Town staff informed the Board of the alternate bid items that could eventually be awarded if contingency dollars were available. The Board approved moving forward with GMP #2.

At the May 21, 2024, CIP Subcommittee, Town staff presented an updated list of bid alternate items. The CIP Subcommittee and Town staff recommend purchasing the following items as major milestones are achieved resulting in the freeing up of contingency funds. The items are as follows and are in priority order:

Pedestrian lighting	\$ 204,000
Restrooms @ Pickleball / Tennis	258,000
Tennis courts (2)	557,000
Shade structures @ Tennis & PB	35,000
Other amenities (site furnishings)	<u>146,000</u>
Total Owner's Contingency	\$1,200,000

The CIP Subcommittee has asked staff to identify \$1.2M of funding outside of this project to construct a well that will provide water for irrigation. Municipal water costs are anticipated to exceed \$250,000 per year at this park. The use of well water also offers the Town the ability to use appropriate amounts of water to keep fields safe when watering restrictions are in place.

The CIP Subcommittee also asked for staff to add back in the trail that parallels the creek along the north side of the park and for staff to apply for grant funding through Collin County to fund a portion of this addition. The remaining portion may be paid with Park Dedication/Improvement Funds. The CIP Subcommittee did not recommend moving forward with artificial turf at Raymond Community Park.

Budget Impact:

The Contract Sum is guaranteed by the Construction Manager (Dean Construction) not to exceed nine million three hundred sixty-three thousand one hundred seventy-four dollars (\$9,363,174), subject to additions and deductions by Change Order as provided in the Contract Documents. Funding is provided via the 2020 Bond Program in account 750-6610-10-00-2122-PK

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has approved the following documents as to form and legality.

Attached Documents:

1. AIA Document A133 – Guaranteed Maximum Price Amendment
2. Project Budget Update
3. CIP Subcommittee Presentation – May 21, 2024

Town Staff Recommendation:

Town staff recommends the Town Council authorize the Town Manager to execute a Guaranteed Maximum Price (GMP) Contract #2 between the Town of Prosper and Dean Construction related to Site Development for Raymond Community Park in the amount of \$9,363,174.

Proposed Motion:

I move to authorize the Town Manager to execute a Guaranteed Maximum Price (GMP) Contract #2 between the Town of Prosper and Dean Construction related to Site Development for Raymond Community Park in the amount of \$9,363,174.



AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the _____ day of _____ in the year _____, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the Twenty-Third day of November in the year Twenty Twenty-Two (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT**:
(Name and address or location)

Raymond Community Park
Prosper, TX

THE OWNER:
(Name, legal status, and address)

Town of Prosper
250 W First Street
Prosper, TX 75078

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Dean Electric, Inc. dba Dean Construction
701 Hall Street
Cedar Hill, TX 75104

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE**
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum for both Guaranteed Maximum Price Number One plus Guaranteed Maximum Price Number Two is guaranteed by the Construction Manager not to exceed Seventeen Million Nine Hundred Six Thousand Nine Hundred Fifty and 00/100 (\$

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

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

17,906,950.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

See Attachment "A" – Itemized Guaranteed Maximum Price Number One Plus Guaranteed Maximum Price Number Two ("GMP #s 1 and 2").

It is expressly understood by the Owner and Construction Manager this GMP # 2 has been prepared to supplement and amend the initial phase of construction of the Work that was approved by the Owner's approval of GMP # 1.

The scope of Work for GMP #s 1 and 2 is defined by Exhibit "C" - Specifications and Exhibit "D" - Drawings.

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
None included.	

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
See Exhibit F Alternates and Expiration Dates.		

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
Not applicable.		

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of execution of this Amendment.

☒ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

See Attachment "B" – Schedule

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

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User Notes:

(1835760)

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☐ Not later than ☐ calendar days from the date of commencement of the Work.

☒ By the following date: X See Attachment "B" – Schedule

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Not applicable.	

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
See Attachment "C"			
-A201 – General			
Conditions of the			
Contract for			
Construction			

§ A.3.1.2 The following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

See Attachment "D" – Specifications

Section	Title	Date	Pages
---------	-------	------	-------

§ A.3.1.3 The following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

See Attachment "E" – Drawings

Number	Title	Date
--------	-------	------

§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title
Not applicable.

Date

Pages

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
<u>Not applicable.</u>	

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

The exclusions from the Scope of Work not included in GMP #2 are the power company charges.

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

Not applicable.

§ A.3.1.8 In the event of conflict(s) between or among this GMP Amendment; its Attachments; the A133 Owner-Construction Manager Agreement; and its Addendum, the precedence of controlling documents shall be as follows:

- .1 The Addendum to the A133 Owner-Construction Manager Agreement;
- .2 The A133 Owner-Construction Manager Agreement;
- .3 This Exhibit "A" - Guaranteed Maximum Price Amendment;
- .4 Attachment "C" - The A201 General Conditions of the Contract for Construction;
- .5 Attachment "D" - Specifications
- .6 Attachment "E" - Drawings; and then
- .7 Attachment "A" - Itemized Guaranteed Maximum Price.

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

(List name, discipline, address, and other information.)

See Attachment "A" – Itemized Guaranteed Maximum Price

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

Init.

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User Notes:

(1835760177)

OWNER (Signature)

Mario Canizares, Town Manager
(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Gregory Firebaugh, President
(Printed name and title)

ATTEST:

Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM:

Terrence S. Welch, Town Attorney

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Chris Squadra, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 19:25:20 ET on 05/02/2024 under Order No. 2114530966 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than changes shown in the attached final document by underscoring added text and striking over deleted text.



(Signed)

Chris Squadra, Principal

(Title)

May 3, 2024

(Dated)

Town of Prosper's Raymond Community Park GMP #2 - Attachment A - Itemized Guaranteed Maximum Price

Cost Summary

Description	GMP # 01	Adjustments	GMP # 02
	Approved by Town Council 13 FEB 2024	If GMP #2 Amendment is Approved	For Town Council Consideration on 14 MAY 2024
Erosion Control SWPPP	\$51,178.00		\$51,178.00
Tree protection/ temporary fence	\$48,000.00		\$48,000.00
Demo & Earthwork	\$1,189,075.00		\$1,189,075.00
Utilities	\$1,454,750.00		\$1,454,750.00
Fire Lane & Vehicular Paving	\$1,800,000.00		\$1,800,000.00
Irrigation Sleeves	\$75,000.00		\$75,000.00
Site Electrical	\$2,662,125.00		\$2,662,125.00
Proposed Change Request #01 - Additional Tree Removal	N/A	\$9,080.00	\$9,080.00
Proposed Change Request #02 - Earthwork & Utilities	N/A	\$191,399.50	\$191,399.50
Proposed Change Request #03 - Credit for Steel Casing Removal	N/A	(28,109.00)	(28,109.00)
Subtotal - Cost of the Work - GMP # 01 (without Insurance, General Conditions or Fee)	\$7,280,128.00	\$172,370.50	\$7,452,498.50
New GMP #2 Cost of Work (without Insurance, Gen Conds or Fee)	N/A	\$8,067,533.07	\$8,067,533.07
Subtotal - Cost of the Work - GMP #s 01 +02 (without Insurance, General Conditions or Fee)	\$7,280,128.00	\$8,239,903.57	\$15,520,031.57
Performance & Payment Bond	\$86,269.00	\$11,373.00	
General Liability Insurance + 2 Year Maintenance Bond	\$36,634.75	\$4,829.25	
General Conditions Costs (w/o Insurances Above)	<u>\$221,810.31</u>	\$373,957.69	
Total General Conditions + Insurances (4.735 % vs. 5.02 % Allowed per Contract)	<u>\$344,714.06</u>		<u>\$734,874.00</u>
Subtotal - Cost of the Work + Insurance + General Conditions (without Fee)	\$7,624,842.06	\$8,630,063.51	\$16,254,905.57
Fee (2.5%)	<u>\$190,621.05</u>	<u>\$215,751.59</u>	<u>\$406,372.64</u>
Subtotal - Cost of the Work + Insurance + General Conditions + Fee	\$7,815,463.11	\$8,845,815.10	\$16,661,278.21
Owner Controlled Contingency Inside the GMP	<u>\$728,312.80</u>	<u>\$517,358.99</u>	<u>\$1,245,671.79</u>
Guaranteed Maximum Price Including Owner's Contingency	\$8,543,775.91	\$9,363,174.09 \$0.00	\$17,906,950.00

The "Owner Controlled Contingency" above is for the Owner's exclusive use in absorbing the increased scope of Cost of the Work items (if any) within the Contractor's Guaranteed Maximum Price.

Any Owner's authorization of use of the Owner's Contingency shall be in writing; and will ultimately require documentation in a "Contingency Use Authorization," showing both the amount reallocated to Cost of the Work, and the balance remaining in the Owner's Contingency.

There is no Contractor's Contingency included in this Guaranteed Maximum Price.

03-May-24

Town of Prosper's Raymond Community Park

GMP #2 - Attachment A - Itemized Guaranteed Maximum Price (Continued)

Cost Detail

Source of the Work	Description	Total
Prime Erosion Control	Erosion Control SWPPP	\$51,178.00
Dean Construction	Tree protection/ temporary fence	\$48,000.00
Vista Earthwork	Demo & Earthwork	\$1,189,075.00
Tri Dal Utilities	Utilities	\$1,454,750.00
L.H. Lacy Company, LTD	Fire Lane & Vehicular Paving	\$1,800,000.00
A New Deal	Irrigation Sleeves	\$75,000.00
Nema 3 Electric	Site Electrical	\$2,662,125.00
Excludes S3 Pedestrian Lights + Musco Lights		
Total Original GMP # 1 w/o CMAR's Soft Costs		\$7,280,128.00
	PCR 1 Tree Removal	\$9,080.00
	PCR 2 GMP 1 Plan Changes	\$191,399.50
	PCR 3 Credit Removal of Steel Casing	-\$28,109.00
Total New GMP # 1 w/o CMAR's Soft Costs		\$7,452,498.50
Dean Construction	Site concrete	\$1,295,000.00
Dean Construction	Limestone Block Walls	\$181,045.00
Trans TexasTennis	Pickleball Courts	\$448,045.00
TenHagen Excavating	Moisture conditioning at Pickleball Court	\$97,600.00
Dean Construction	Fabric shade structure foundations	\$5,000.00
Robinson Fence	Fence	\$333,800.00
Robinson Fence	Backstop nets	\$245,000.00
Dean Construction	Bleacher shade structures	\$692,000.00
Dean Construction	Dugout metal roofs	\$140,000.00
Dean Construction	Entry Gateways	\$42,700.00
Dean Construction	Coit Road monument sign	\$18,100.00
Spinoff Construction	Restroom Concession Building	\$1,536,993.07
Southern Bleacher	Aluminum Bleacher seating	\$65,000.00
Dean Construction	Parking lot striping	\$28,000.00
Dean Construction	Dumpster Enclosure	\$52,800.00
Dean Construction	Ballfield Clay and Conditioner	\$143,100.00
Firefighters Landscape & Design	Irrigation system with Town water	\$650,000.00
Firefighters Landscape & Design	Landscape	\$200,000.00
Dean Construction	Fine grade	\$50,000.00
Dean Construction	Turf establishment	\$595,882.00
Childs Play	Playground	\$339,385.00
Dean Construction	Playground Shade Structure Foundation	\$4,800.00
Dean Construction	CXT Building at Playground	\$228,250.00
Dean Construction	Handrails/ guardrails/ OI fence	\$75,333.00
Dean Construction	Site amenities	\$362,200.00
J & J Inc	Site Masonry	\$122,500.00
Dean Construction	Construction Layout	\$55,000.00
Building & Earth	Testing Allowance	\$140,000.00
CMAR's Alternate (Reviewed/Appvd)	Credit for Players Benches Substituion Request	-\$80,000.00
Excludes Power Company Charges		
Total GMP # 2 w/o CMAR's Soft Costs		\$8,067,533.07
Total GMP #s 1 + 2 w/o CMAR's Soft Costs		\$15,520,031.57
<u>CMAR's Soft Costs</u>		
	General Conditions (4.735%)	\$734,874.00
	Fee (2.5%)	\$406,372.64
	Owner's Contingency (Transferred from GMP 1)	\$728,312.80
	Owner's Contingency (New Contingency for GMP 2)	\$517,358.99
Total GMP #s 1 + 2 w/CMAR's Soft Costs		\$17,906,950.00
<u>Contract Tracking for Town of Prosper Team</u>		
	Deduct GMP 1 (Already Approved by Town Council)	(\$8,543,775.91)
	Increase for GMP 2 (Town Council Considers 14 MAY)	\$9,363,174.09

Town of Prosper's Raymond Community Park
GMP #2 - Attachment A - Itemized Guaranteed Maximum Price (Continued)

Cost Detail

Alternates to be Accepted or Rejected at Owner's Option (None of Which are Included in GMP #2)

<u>Alt #</u>	<u>Source of the Alternate</u>	<u>Alternate Description</u>		<u>GCS @</u> <u>4.75%</u>	<u>FEE @</u> <u>2.5%</u>	<u>Total</u>	<u>Expiration</u> <u>Date</u>
<u>GMP # 01 Alternate (Still Being Considered by Owner)</u>							
2.01	Nema	GMP 1 Alternate S3 Poles (Pedestrian Lighting)	\$180,246.00	\$8,534.65	\$4,719.52	\$193,500.16	15-Aug-24
<u>CMAR's Voluntary Alternate Alternates (Not Shown in Attachments D - Drawings & E - Specifications; Under Review by Owner)</u>							
GC 1.01	Robinson	Credit for Alternate Backstop Nets	-\$90,000.00	-\$4,261.50	-\$2,356.54	-\$96,618.04	14-Sep-24
<u>Alternates Shown in Attachments D - Drawings & E - Specifications</u>							
2.01	Dean Construction	Concrete Enhancements	\$62,000.00	\$2,935.70	\$1,623.39	\$66,559.09	15-Sep-24
2.02	Dean Construction	Concrete trail along First Street	\$102,350.00	\$4,846.27	\$2,679.91	\$109,876.18	15-Sep-24
2.03	Dean Construction	CXT Building at Tennis/Pickleball	\$228,250.00	\$10,807.64	\$5,976.44	\$245,034.08	30-Jun-24
2.04	J&J Masonry	Stone Veneer at CXT Tennis	\$18,650.00	\$883.08	\$488.33	\$20,021.40	15-Aug-24
2.05	J&J Masonry	Stone Veneer at CXT Playground	\$18,650.00	\$883.08	\$488.33	\$20,021.40	15-Aug-24
2.06	Trans Texas Tennis	Tennis Courts	\$394,540.00	\$18,681.47	\$10,330.54	\$423,552.01	30-Aug-24
2.07	Ten Hagen	Subgrade Prep @ Tennis Courts	\$72,500.00	\$3,432.88	\$1,898.32	\$77,831.20	30-Aug-24
2.08	Childs Play	Fabric Shade structure at Pickleball	\$31,080.00	\$1,471.64	\$813.79	\$33,365.43	15-Aug-24
2.09	Dean Construction	Shade Structure at Playground	\$76,000.00	\$3,598.60	\$1,989.97	\$81,588.57	15-Aug-24
2.10	Dean Construction	First Street Monument Sign	\$12,270.00	\$580.98	\$321.27	\$13,172.26	15-Nov-24
2.11	Firefighters Landscape and Design	Irrigation using well water	\$287,000.00	\$13,589.45	\$7,514.74	\$308,104.19	15-Aug-24
2.12	THI	Water Well	\$599,710.00	\$28,396.27	\$15,702.66	\$643,808.93	15-Aug-24
2.13	Nema	Electrical Service to well	\$20,959.00	\$992.41	\$548.79	\$22,500.19	15-Aug-24
2.14	Firefighters Landscape and Design	Required additional landscaping	\$96,000.00	\$4,545.60	\$2,513.64	\$103,059.24	15-Aug-24
2.15	Dean Construction	Site Furnishings at batting cages	\$9,200.00	\$435.62	\$240.89	\$9,876.51	15-Sep-24
2.16	Dean Construction	Pedestrian Concrete at Tennis	\$15,000.00	\$710.25	\$392.76	\$16,103.01	15-Sep-24
2.17	Dean Construction	Site Furnishings at Tennis	\$8,600.00	\$407.21	\$225.18	\$9,232.39	15-Aug-24
2.18	Dean Construction	Painted Concrete at Tennis	\$2,500.00	\$118.38	\$65.46	\$2,683.83	15-Sep-24
2.19	Dean Construction	Batting Cages	\$177,663.00	\$8,412.34	\$4,651.88	\$190,727.23	15-Aug-24
2.20	Nema	Electrical at Playground pavillion	\$4,335.00	\$205.26	\$113.51	\$4,653.77	15-Aug-24
2.21	Dean Construction	Concrete trail at batting cages	\$25,150.00	\$1,190.85	\$658.52	\$26,999.37	15-Aug-24
2.22	J&J Masonry	Masonry at playground columns	\$15,300.00	\$724.46	\$400.61	\$16,425.07	15-Aug-24
2.21	Nema	Zap stand electrical	\$2,153.00	\$101.94	\$56.37	\$2,311.32	15-Aug-24

Item 20.

O-CMAR Agreement GMP #2 Amendment Attachment B - Schedule

NTP with GMP #2
is 15 MAY 2024

Substantial
Completion date
for GMP #2 is
01 JUL 2025.



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

Raymond Community Park
Prosper, TX

THE OWNER:
(Name, legal status and address)

Town of Prosper
250 W First Street
Prosper, TX 75078

THE ARCHITECT:
(Name, legal status and address)

Dunaway
550 Bailey Ave, #400
Forth Worth, TX 76107

TABLE OF ARTICLES

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| 3 | CONTRACTOR |
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important
consultation

is encouraged with respect to
its completion or modification.

For guidance in modifying this
document to include
supplementary conditions, see
AIA Document A503™, Guide for
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15 CLAIMS AND DISPUTES



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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.1.1 In the event of conflict(s) between or among these A201 General Conditions for Construction and the A133 Owner-Construction Manager Agreement, and its Addendum, the precedence of controlling documents shall be as follows:

- .1 The Addendum to the A133 Owner-Construction Manager Agreement;
- .2 The A133 Owner-Construction Manager Agreement; and then
- .3 This Attachment "C" – the A201 General Conditions of the Contract for Construction.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the ~~Owner or Contractor~~ Contractor or Architect and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

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§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall

promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the

Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's

failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the

proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed

construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1** Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2** Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3** Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4** Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5** Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME**§ 8.1 Definitions**

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION**§ 9.1 Contract Sum**

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the

Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both,

under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance,

heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The

Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals

and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and

replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The ~~Architect~~ Owner will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker ~~may request the Owner to~~ Maker, as it is the Owner, may authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a

response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if as the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by ~~mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement.~~ mediation. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. ~~If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~order.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

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

§ 15.4 Arbitration (Intentionally Deleted)

§ 15.4.1 ~~If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing,~~

delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.Not Used.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.Not Used.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.Not Used.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.Not Used.

§ 15.4.4 Consolidation or Joinder (Intentionally Deleted)

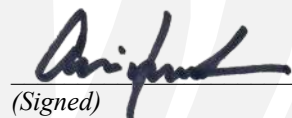
§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).Not Used.

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.Not Used.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.Not Used.

Certification of Document's Authenticity**AIA® Document D401™ – 2003**

I, Chris Squadra, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 17:27:36 ET on 11/28/2023 under Order No. 2114490280 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, other than changes shown in the attached final document by underscoring added text and striking over deleted text.


(Signed)

Chris Squadra, Principal

(Title)

28 NOV 2023

(Dated)

Attachment D- Specifications

RAYMOND COMMUNITY PARK – PHASE I
PROSPER, TEXAS

Item 20.

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FRONT END DOCUMENTS

Advertisement for Bids
Instructions to Bidders
Bid Form
Master Project Schedule
Contractor Qualification Form
Sample Subcontract Agreement

DIVISION 1 - GENERAL REQUIREMENTS

01010	Summary of Work
01025	Measurement and Basis of Payment
01027	Application for Payment
01040	Coordination
01045	Cutting and Patching
01200	Project Meetings
01300	Administrative Submittals
01340	Shop Drawings, Product Data and Sample Submittals
01350	Progress Schedule
01440	Testing and Laboratory Control
01500	Construction Facilities
01605	Warranties and Maintenance
01610	Product Handling
01630	Product Options, Equal Materials and Substitutions
01705	Project Closeout
01710	Cleaning
01720	Project Record Documents

DIVISION 2 - SITE WORK

02050	Demolition
02105	Preservation & Protection of Plant Materials
02220	Earthwork
02221	Topsoil
02225	Excavating, Backfilling and Compacting for Utilities
02270	Erosion and Sediment Control
02305	Topsoil
02310	Laser Grading
02512	Concrete Vehicular Paving
02515	Concrete Walks
02520	Infield Surfacing
02521	Infield Conditioner
02580	Pavement Marking

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02730	Stabilized Decomposed Granite Surfacing
02830	Chain Link Fencing
02930	Hydraulic Seeding
02938	Sodding
02950	Trees, Shrubs and Ground Cover
02975	Landscape Irrigation System

DIVISION 3 – CONCRETE

03100	Concrete Formwork
03200	Reinforcing Steel
032000-S	Concrete Reinforcing
033000-S	Cast-in-Place Concrete
03310	Cast-in-Place Concrete
03366	Colored and Stamped Concrete

DIVISION 4 – MASONRY – NOT USED

04100-A	Mortar and Masonry Grout
042200-S	Concrete Unit Masonry
04720-A	Cast Stone Masonry
04800-A	Masonry Assemblies

DIVISION 5 – METALS

051200-S	Structural Steel
05500	Miscellaneous Metals
055000-S	Metal Fabrications
055213-S	Pipe and Tube Railings

DIVISION 6 - WOODS AND PLASTICS – NOT USED

061000-S	Rough Carpentry
061753-S	Shop Fabricated Wood Trusses
061800-S	Glulam Beams

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

07213-A	Thermal Insulation
07410-A	Preformed Metal Roofing
07420-A	Metal Soffit Panel System
07530-A	Elastomeric Membrane Roofing
07620-A	Sheet Metal Flashing, Trim, Gutters & Downspouts

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07725-A Roof Specialties
07900 Joint Sealants
07900-A Joint Sealants

DIVISION 8 - DOORS AND WINDOWS – NOT USED

08111-A Standard Steel Doors and Frames
08560-A Special Function Windows
08710-A Door Hardware
08840-A Plastic Glazing
08920-A Louvers and Vents

DIVISION 9 – FINISHES – NOT USED

097010-A Special Wall Surfaces
09705-A Resinous Flooring
09810-A Special Masonry Coatings
09900-A Painting
09970-A Coating Systems for Steel

DIVISION 10 – SPECIALTIES – NOT USED

10425-A Identifying Devices
10801-A Toilet Accessories
313116-A Termite Control

DIVISION 11 – EQUIPMENT

011510 Site Furnishings and Park Equipment

DIVISION 12 - FURNISHINGS – NOT USED

DIVISION 13 - SPECIAL CONSTRUCTION – NOT USED

DIVISION 14 - CONVEYING SYSTEMS - NOT USED

DIVISION 15 – MECHANICAL – NOT USED

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15070-A	Trenching, Backfilling, and Compacting for Pipes, Cables, and Ducts
15110-A	Valves
15120-A	Pipes and Fittings
15250-A	Insulation
15440-A	Plumbing Fixtures
15480-A	Domestic Water Heaters
15750-A	Vertical Terminal AC Unites
15820-A	Exhaust Fans
15830-A	Low Velocity Metal Ductwork
15850-A	Ductwork Accessories
15870-A	Air Diffusers

DIVISION 16 – ELECTRICAL

16010	General Requirements for Electrical Work
16010-A	Electrical General Provisions
16030-A	Testing
16111	Raceways and Fittings
16111-A	Conduit
16112	Surface Raceways
16120	Wire and Cable
16120-A	Wire and Cable
16130	Boxes
16130-A	Boxes
16141-A	Wiring Devices
16160	Cabinets and Enclosures
16190-A	Supporting Devices
16195	Electrical Identification
16195-A	Electrical Identification
16440-A	Disconnect Switches
16450	Grounding and Bonding
16461	Transformers
16470-A	Panelboards
16471	Panelboards
16485	Contractors
16485-A	Contactors
16491	Disconnect Switches
19503	Poles and Standards
16505-A	Lighting Fixtures
16510	Site Lighting Fixtures

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APPENDIX

Geotechnical Investigation Report



**TOWN OF PROSPER, TEXAS
PARKS AND RECREATION DEPARTMENT**

April 03, 2024

ADDENDUM NO. 2

Thirty Seven (37) Pages

Raymond Community Park Phase 1: Bid Package #2

To: All Plan Holders of Record

From: Town of Prosper – Parks and Recreation Department (Kurt Beilharz) &
Dunaway Associates (Arron Law)

Acknowledge receipt of the Addendum by inserting its number and date on the Proposal Form. This Addendum forms a part of the Contract Documents and modifies, amends, deletes, and/or adds to the Drawings and Project Manual as follows:

The following items are noted for clarification and information:

1. The unit specified for AHU-1 is a discontinued model. Can you provide a revised specification/model.
 - o **See attached cut sheet on the AVH243H vtac model to use.**
2. Clarity for the limestone block benches in amenities line item on the bid form.
 - o **See attached revised Bid Form to move the limestone block benches to item 2 all other limestone products onsite.**
3. CXT Building Clarification:
 - o There is a list of upgrade options that I would like to clarify. It looks like the building ships with porcelain toilet urinal and sink. Are they wanting to have these be stainless steel?
 - i. **Building should be specified as standard with no additional upgrades. Upgrades and selections will be chosen during the submittal process, if any.**
 - o Is the urinal/toilet/sink to be electronic?
 - i. **Fixtures should be specified and priced as standard with no additional upgrades. Upgrades and selections will be chosen during the submittal process, if any.**
 - o Should I match what is in the restroom at the concession stand?

Attachment D - Specifications (continued)

Item 20.

Raymond Community Park Phase 1: Bid Package #2
Addendum No. 2

- i. Building should be specified and priced as standard with no additional upgrades. Upgrades and selections will be chosen during the submittal process, if any.**
 - For the prefab restroom buildings will the site electricians be bringing the power up to the building? Are we just responsible for the final connection?
 - i. The electrical to the CXT is in bid package #1 as well as the panels. This is not part of the current Bid Package scope.**
- 4. Ballfield Restroom / Concession Building Clarifications:
 - Will the grading be done for the restroom/concession stand by others? It is my understanding that the flatwork would be by others, and we are only responsible for the building slab. I just need to verify the extent of grading we are responsible for.
 - i. The building will be graded to +/- a tenth by the site earthwork contractor. Per the bid form, the subgrade prep and grading for the building pad only, should be included within the Restroom Concession Building line item.**
 - On page A1.2 I see a 3-comp sink, hand sinks and stainless open shelving. Will this be supplied by others? I cannot find specs on these items.
 - i. Please see attached updated plumbing set to include the specifications on the 3-comp sink.**
 - On page E-2.1 it says to provide conceal low voltage wires required for electrifies hinges and hardware operation. None of the hardware specified shows to be electrified access control type hardware. Is this for future?
 - i. On sheet A1.1, we show doors 102A and 104A (men and women bathroom entry doors) using hardware set 4.**
 - 1. HW-4**
 - a. 2 Ea. - Butt Hinges**
 - b. 1 Ea. - Electrified Hinge - Ives, Through-Wire, 5 Knuckle**
 - c. 1 Ea. - Electrified Storeroom Lockset - Schlage ND80EUPD**
 - d. 1 Ea. - Closer**
 - e. 1 Ea. - Wall Stop**
 - f. 1 Set - Silencers**
 - g. 1 Ea. - Threshold**
 - h. 1 Ea. - Weatherstrip**
 - I wanted to verify that the buildings will not need to have a fire sprinklers or fire alarm.
 - i. Neither the concession or restroom building will be sprinkled and neither will have a fire alarm.**

Attachment D - Specifications (continued)

Item 20.

Raymond Community Park Phase 1: Bid Package #2
Addendum No. 2

- Page S6 detail S301- Is calling for the aluminum translucent polycarbonate panel system to be designed by others. I cannot find any more details regarding this system. Are we to have it designed?
 - i. **Within the Division 8 spec of the specifications manual, Section 08840-A Plastic Glazing, you will see the information regarding:**
 - 1. **Multiwall UV Protected Sheet – Polygal Standard**
 - 2. **Glazing Frame**
 - 3. **Glazing Accessories**
- For the restroom/concession stan I see panel L1 and the transformer are by others. Are the site electrocutions bringing the power from the transformer to the building? Are they providing any of the other panels on that building?
 - i. **The bid item for the building lists all building service panels and transformers are by the site electrical contractor.**

5. Construction Layout:

- Will the entire site layout be completed at one time or should additional mobilizations be anticipated in the lump sum pricing in sequence with the project progress?
 - i. **The work will require sequencing the layout with the ongoing construction work. For this project, the layout will be broken down into 10 separate phases with a minimum of 10 different mobilization costs that should be included in the lump sum bid.**
- Will this contract only require one placement of stakes for all layout? How will the contractor be re-imbursed for any re-staking of areas disturbed during construction activity?
 - i. **Due to the nature of construction activities, the lump sum price should include laying out each area two times, such as once to adjust to grade and a second time to confirm fine grading in an area. Any further re-staking of areas previously staked twice will be a reimbursable cost.**
- Does the hardscape include all concrete and structures on the project, including the buildings, all flatwork and trails, and all parking lot and drive areas? Does parking lot layout include bluetops at the various sub-grade levels with whiskers, denoting fire lanes and other depth changes throughout the parking lot?
 - i. **Yes, the hardscape includes all of these areas of construction. The parking lot layout will require both the anticipated offset stakes denoting the layout and also bluetops with whiskers throughout the drive lanes and parking areas. The**

Attachment D - Specifications (continued)

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Raymond Community Park Phase 1: Bid Package #2
Addendum No. 2

bluetops will be installed at the various sub-grade levels, denoting fire lanes and other paving depth changes accordingly.

6. Dumpster Enclosure Clarification:

- Please specify dumpster gate post size as it doesn't show on page L3.13.
 - i. **Dumpster gate posts should be HSS 3"x3"x1/2" painted to match gates. See attached supplemental detail.**

END OF ADDENDUM NO. 2



VERTICAL TERMINAL AIR CONDITIONER (VTAC) AND HEAT PUMP

Specifications and Accessories Catalog

Wise Decision.
It's an Amana® brand.



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Premium Amana®
Brand Quality

Featuring
DigiSmart®

Web-Based
Monitoring

Product Features

- Chlorine-free R-410A refrigerant
- Slinger ring technology
- Compressor restart delay
- Low-ambient lock-out
- Adjustable fresh air damper
- Telescoping exterior wall adapter
- Safety power disconnect
- Wall-mount thermostat
- Electrical disconnect
- Random unit restart
- Completed insulated cabinet for quiet operation
- “Ductable” to multiple rooms
- Secondary overflow drains
- 5 year limited warranty
- Corrosion resistant blue fin condenser coils

Nomenclature

	A	V	H	09	3	H	25	AXXX	
	1	2	3	4,5	6	7	8,9	10,11,12,13	
Brand	A Amana® Brand							Standard Model	
Product Category	V Vertical PTAC							Electrical Heater Size	
								25 = 2.5 kW	
								35 = 3.4 kW	
								50 = 5 kW	
Unit Type	H Heat Pump							75 = 7.5 kW	
								10 = 10 kW	
Efficiency								Series	
09 = 9,000 BTU/h								H = 11.0 EER, DOE 2019 Compliant	
12 = 12,000 BTU/h									
24 = 24,000 BTU/h									
Voltage									
3 = 208/230v									
4 = 277v									

AVH Model Specifications—Heat Pump/Electric Heat

MODEL ^{1, 5, 6, 7}		AVH093H **AXXX	AVH094H **AXXX	AVH123H **AXXX	AVH124H **AXXX	AVH183H **AXXX	AVH184H **AXXX	AVH243H **AXXX	AVH244H **AXXX
Voltage ⁴		230 / 208	265	230 / 208	265	230 / 208	265	230 / 208	265
Capacity (BTU/h)		9,400 / 9,000	9,400	11,400 / 11,000	11,400	18,600 / 18,000	18,600	22,500 / 22,500	22,500
Amps ³		4.0 / 4.5	3.5	4.5 / 5.0	4.0	7.3 / 7.8	7.3	10.5/10.5	10.5
Watts ³		864 / 818	864	1,050 / 1,000	1,050	1,691 / 1,636	1,691	2,045	2,045
EER		11.0 / 11.0	11.3	11.0 / 11.0	11.0	11.0 / 11.0	11.1	11.0 / 11.0	11.0
Heater Size Options (kW)		2.5 / 3.4 / 5.0	2.5 / 3.4 / 5.0	2.5 / 3.4 / 5.0	2.5 / 3.4 / 5.0	2.5 / 3.4 / 5.0	2.5 / 3.4 / 5.0	2.5 / 3.4 / 5.0 / 7.5 / 10.0	2.5 / 3.4 / 5.0 / 7.5 / 10.0
Indoor CFM at .10" ESP	LOW	430	430	430	430	630	630	660	660
	HIGH	490	490	490	490	675	675	700	700
Indoor CFM at .15" ESP	LOW	410	410	410	410	595	595	615	615
	HIGH	470	470	470	470	640	640	665	665
Indoor CFM at .20" ESP	LOW	360	360	360	360	550	550	575	575
	HIGH	440	440	440	440	600	600	625	625
Indoor CFM at .25" ESP	LOW	310	310	310	310	505	505	525	525
	HIGH	400	400	400	400	550	550	580	580
Indoor CFM at .30" ESP	LOW	260	260	260	260	420	455	455	485
	HIGH	350	350	350	350	500	500	540	540
Maximum ESP (Inch of Water Column)		0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3
Ventilated Air, CFM (Fan Only) ²		60	60	60	60	60	60	60	60
Dimensions (W x D x H) (Inches)		23 x 23 x 32	23 x 23 x 32	23 x 23 x 32	23 x 23 x 32	23 x 23 x 47	23 x 23 x 47	23 x 23 x 52	23 x 23 x 52
Shipping Dimensions (W x D x H) (Inches)		26 x 25 x 35	26 x 25 x 35	26 x 25 x 35	26 x 25 x 35	26 x 25 x 52	26 x 25 x 52	26 x 25 x 57	26 x 25 x 57
Net Weight (lbs.)		142	144	147	149	190	192	225	227
Shipping Weight (lbs.)		164	166	169	171	216	218	251	253

Notes:

1. Tested in accordance with AHRI Standard 390-93 at 95°F DB/75°F WB OUTDOOR, 80°F DB/67°F WB INDOOR
2. Actual vent CFM performance will vary due to application and installation conditions
3. Refer to electric heat performance data for total MCA and recommended overcurrent protection.
Amps and Watts notation refers to compressor only.
4. Minimum voltage on 230/208-volt models is 197 volts; maximum is 253 volts. Minimum voltage on 265-volt models is 239 volts; maximum is 292 volts.
5. Specify two-digit heater kW size to complete model number.
6. R-410A refrigerant used in all systems.
7. All specifications are subject to change without notice

AVH Model Specifications—Reverse-Cycle Heating Performance

HEATING CAPACITY ^{6, 5, 3, 4}	AVH093H **AXXX	AVH094H **AXXX	AVH123H **AXXX	AVH124H **AXXX	AVH183H **AXXX	AVH184H **AXXX	AVH243H **AXXX	AVH244H **AXXX
Voltage ²	230 / 208	265	230 / 208	265	230 / 208	265	230 / 208	265
BTU/h	8,500 / 8,200	8,500	10,800 / 10,500	10,800	17,000 / 16,500	17,000	19,500	19,500
Amps ¹	3.6	3.1	4.5	3.7	7.0	6.1	9.2	9.2
Watts ¹	730	730	940	940	1,480	1,480	1,732	1,732
COP	3.3 / 3.3	3.3	3.2 / 3.3	3.3	3.3 / 3.3	3.3	3.3 / 3.3	3.3

Notes:

1. Refer to electric heat performance data for total MCA and recommended overcurrent protection. Amps and Watts notation refers to compressor only.
2. Minimum voltage on 230/208-volt models is 197 volts; maximum is 253 volts. Minimum voltage on 265-volt models is 239 volts; maximum is 292 volts.
3. Specify two-digit heater kW size to complete model number.
4. R-410A refrigerant used in all systems.
5. Tested in accordance with AHRI standard 390-93 at 47°F DB/43°F WB OUTDOOR, 70°F DB/60°F WB INDOOR
6. All specifications are subject to change without notice

AVH09-AVH18 Model Specifications—Electric Heat Performance

VOLTAGE ^{2, 3}	ELECTRIC HEATER SIZE (KW)	NOMINAL HEATING			TOTAL WATTS	TOTAL AMPS	MIN. CIRCUIT AMPACITY ¹	MOP (AMPS) ¹	POWER CORD
		@ 230V	@ 208V	@ 265V					
230 / 208V	2.5 / 2.1	8,500	7,000		2,500 / 2050	12.0 / 11.1	15	15	Hardwired
230 / 208V	3.4 / 2.8	11,600	9,500		3,400 / 2,780	16.0 / 14.6	19.9	20	Hardwired
230 / 208V	5.0 / 4.1	17,000	13,900		5,000 / 4090	22.9 / 20.9	28.6	30	Hardwired
265V	2.5			8,500	2,500	10.5	13.1	15	Hardwired
265V	3.4			11,600	3,400	13.9	17.4	20	Hardwired
265V	5			17,000	5,000	19.9	24.9	30	Hardwired

Notes:

1. Minimum branch circuit ampacity ratings conform to the National Electric Code; however, local codes should apply.
2. Minimum voltage on 230/208-volt models is 197 volts; maximum is 253 volts. Minimum voltage on 265-volt models is 239 volts; maximum is 292 volts.
3. All specifications are subject to change without notice

AVH24 Model Specifications—Electric Heat Performance

VOLTAGE ^{2, 3}	ELECTRIC HEATER SIZE (KW)	NOMINAL HEATING			TOTAL WATTS	TOTAL AMPS	MIN. CIRCUIT AMPACITY ¹	MOP (AMPS) ¹	POWER CORD
		@ 230V	@ 208V	@ 265V					
230 / 208V	2.5 / 2.1	8,500	7,000		2,500 / 2050	12.3 / 11.3	15.4	20	Hardwired
230 / 208V	3.4 / 2.8	11,600	9,500		3,400 / 2,780	16.2 / 14.8	20.3	25	Hardwired
230 / 208V	5.0 / 4.1	17,000	13,900		5,000 / 4090	23.1 / 21.1	29.0	30	Hardwired
230 / 208V	7.5 / 6.1	25,600	20,900		7,500 / 6,135	34.0 / 30.9	42.6	45	Hardwired
230 / 208V	10.0 / 8.2	34,100	27,900		10,000 / 8,180	44.9 / 40.7	56.1	60	Hardwired
265V	2.5			8,500	2,500	10.8	13.6	20	Hardwired
265V	3.4			11,600	3,400	14.2	17.48	20	Hardwired
265V	5			17,000	5,000	20.3	25.4	30	Hardwired
265V	7.5			25,600	7,500	29.7	37.2	40	Hardwired
265V	10			34,100	10,000	39.1	49.0	50	Hardwired

Notes:

1. Minimum branch circuit ampacity ratings conform to the National Electric Code; however, local codes should apply.
2. Minimum voltage on 230/208-volt models is 197 volts; maximum is 253 volts. Minimum voltage on 265-volt models is 239 volts; maximum is 292 volts.
3. All specifications are subject to change without notice

Unit Dimensions



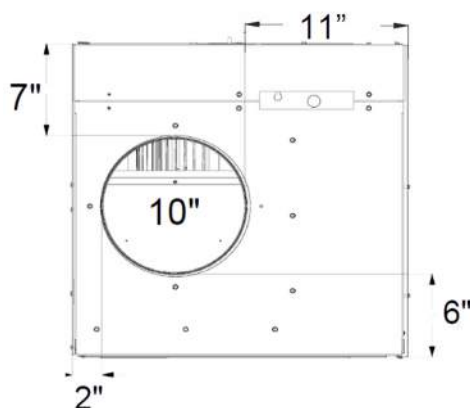
Applicable Models
AVH093
AVH094
AVH123
AVH124

Applicable Models
AVH183
AVH184

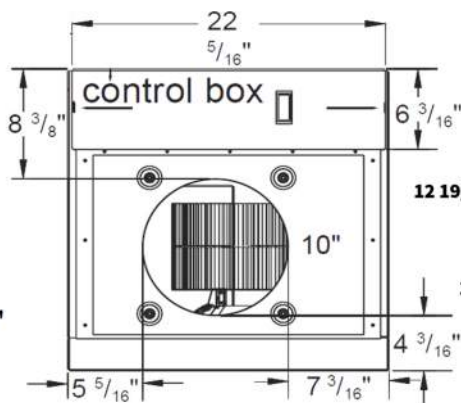
Applicable Models
AVH243
AVH244

Unit Top View Dimensions

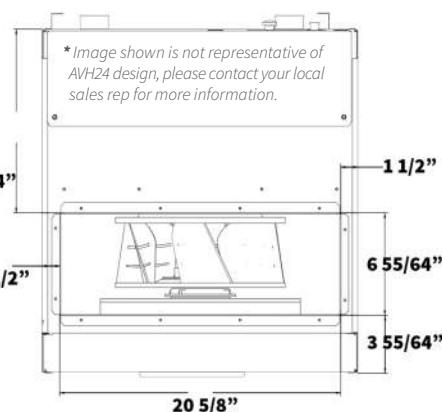
AVH09 & AVH12






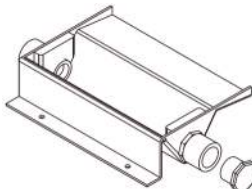
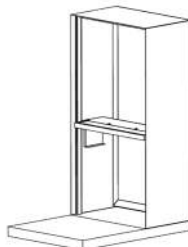


AVH18



AVH24



Accessories

EXTERIOR WALL ADAPTOR Two-part sleeve that telescopes in and out from 5 1/2” to 8” in depth for AVEWA05-08A and 8” to 14” in depth for AVEWA08-14A. The wall adapter sits inside the exterior wall penetration.	DIMENSIONS: 30 3/8” high x 24 1/8” wide CUTOUT DIMENSIONS: 30 7/8” high x 24 5/8” wide <table><tr><td>AVEWA05-08A</td><td>Exterior wall adapter that telescopes from 5 1/2” to 8” as required.</td></tr><tr><td>AVEWA08-14A</td><td>Exterior wall adapter that telescopes from 8” to 14” as required.</td></tr></table>	AVEWA05-08A	Exterior wall adapter that telescopes from 5 1/2” to 8” as required.	AVEWA08-14A	Exterior wall adapter that telescopes from 8” to 14” as required.							
AVEWA05-08A	Exterior wall adapter that telescopes from 5 1/2” to 8” as required.											
AVEWA08-14A	Exterior wall adapter that telescopes from 8” to 14” as required.											
ARCHITECTURAL LOUVER Extruded aluminum louver that attaches to the outdoor section of the wall adapter.	DIMENSIONS: 31 1/16” high x 25 9/16” wide <table><tr><td>AVAGK01CB</td><td>Anodized Aluminum</td></tr><tr><td>AVAGK01TB</td><td>Stonewood Beige</td></tr><tr><td>AVAGK01DB</td><td>Dark Bronze</td></tr><tr><td>AVAGK01WB</td><td>Amana White</td></tr><tr><td>AVAGK01SB</td><td>Custom Color</td></tr></table>	AVAGK01CB	Anodized Aluminum	AVAGK01TB	Stonewood Beige	AVAGK01DB	Dark Bronze	AVAGK01WB	Amana White	AVAGK01SB	Custom Color	
AVAGK01CB	Anodized Aluminum											
AVAGK01TB	Stonewood Beige											
AVAGK01DB	Dark Bronze											
AVAGK01WB	Amana White											
AVAGK01SB	Custom Color											
ACCESS PANEL/RETURN AIR GRILLE Serves as an access panel to chassis and interior return air grille. A field-supplied (25” x 20”) filter can be mounted inside the hinged access door. Kit contains hinge bracket for mounting the door with the return air openings high or low on the door for optimal sound attenuation. For 9,000/12,000/18,000 BTU models, it is recommended to install the door with the hinge on the right side and the return air openings high on the door.	DIMENSIONS: 58” high x 29” wide CUTOUT DIMENSIONS: 55 3/4” high x 27” wide <table><tr><td>AVLWP01A-L</td><td>Access Panel/Return Air Grille Hinge pre-installed on left side.</td></tr><tr><td>AVLWP01A-R</td><td>Access Panel/Return Grille. Hinge pre-installed on right side.</td></tr></table>	AVLWP01A-L	Access Panel/Return Air Grille Hinge pre-installed on left side.	AVLWP01A-R	Access Panel/Return Grille. Hinge pre-installed on right side.							
AVLWP01A-L	Access Panel/Return Air Grille Hinge pre-installed on left side.											
AVLWP01A-R	Access Panel/Return Grille. Hinge pre-installed on right side.											
ACCESSORY DRAIN PAN/KIT Both left and right-hand connections available. REQUIRED FOR LARGE FRAME VTAC INSTALLATIONS. AVH18 & AVH24	<table><tr><td>AVDK18-2401B</td><td>For “H” Series Units Accessory Drain Pan/Kit</td></tr></table>	AVDK18-2401B	For “H” Series Units Accessory Drain Pan/Kit									
AVDK18-2401B	For “H” Series Units Accessory Drain Pan/Kit											
FIRST COMPANY SLEEVE ADAPTER Designed as a welded adapter allows retrofit of AVH09 and AVH12 units into existing First Company SPXR series SPVU wall sleeve and louver. Not available for AVH18 & AVH24 models.	<table><tr><td>AVAKFC01A</td><td>First Company Sleeve Adapter for AVH09 & AVH12 units</td></tr></table>	AVAKFC01A	First Company Sleeve Adapter for AVH09 & AVH12 units									
AVAKFC01A	First Company Sleeve Adapter for AVH09 & AVH12 units											
DIGITAL WALL THERMOSTAT 3” backlit display with 2 speed fan operation, temperature limiting, and adjustable field calibration	<table><tr><td>PHWT-A150H</td><td>Digital Wall Thermostat</td></tr></table>	PHWT-A150H	Digital Wall Thermostat									
PHWT-A150H	Digital Wall Thermostat											
DIGITAL WALL THERMOSTAT Auto-Changeover and/or Programmable Digital Wall Thermostat - 4 1/4” backlit display with 2 speed fan operation, temperature limiting, and adjustable field calibration	<table><tr><td>PHWT-A200</td><td>Digital Wall Thermostat</td></tr></table>	PHWT-A200	Digital Wall Thermostat									
PHWT-A200	Digital Wall Thermostat											

Accessories Contd.

Wireless RF Energy Management Controls

Eden Energy Managements Controls operating on 2.4 Ghz 802.15.4 Radio Frequency allows units to be configured for energy management. You can also control and monitor your entire property with the optional DL01G Web enabled platform.

DS01G	Thermostat: 2-way ² Communications
DD01E	Occupancy Sensor: EMS Activation ²
GT01H	Generic Radio Antena/ Router ³
DD01F	Door Switch: EMS Activation ²
DP01G	Web-enabled Platform Server
DL01G	Web-enabled Platform Server Link BAC-NET capable
DR01G	Mesh Repeater ¹
DL01G-SERIEAL	Serial Repeater ¹





A legacy of comfort

The impeccable reputation of an American original

Amana heating and cooling systems are a part of the enduring legacy of one of America's most recognized and respected brands. Originating eight decades ago in Amana, Iowa, the brand is synonymous with long-lasting, premium-quality products — from home appliances to heating and air conditioning equipment. Chances are, you and generations before you have enjoyed the dependable performance and longevity the Amana brand continues to deliver.



Call your Amana brand PTAC sales representative at **800-647-2982** for complete details.

Before purchasing this appliance, read important information about its estimated annual energy consumption, yearly operating cost, or energy efficiency rating that is available from your retailer.

www.amana-ptac.com

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Attachment D - Specifications (continued)

Item 20.

SECTION 00 3000

BID FORM

Raymond
Community Park
Prosper, Texas

Bid Of _____
Address _____
Town/State/Zip _____
Date of Bid Opening _____
Telephone # _____
Fax # _____
E-mail _____

TO DEAN CONSTRUCTION

c/o THE TOWN OF PROSPER, TEXAS
(Location of receipt of bids is for the convenience
of Dean Construction and the Bidders only; this
is not a Town of Prosper procurement process):

The undersigned hereby proposes to furnish the equipment, fuel, labor, materials, power, tools, superintendence, transportation, and all other resources necessary to successfully complete the Work as defined in the Contract Documents for the Raymond Community Park Phase 2, in the Town Of Prosper, Texas, for the following prices, which prices are clearly and definitely understood, shall include, without limitation, all construction materials and equipment as set out in the basis of payment in these contractual documents and maintaining same as required by the detailed specifications.

Bidders may bid on one or more items on the same
bid form.

Each bid item must be bid complete and without
alterations.

Bidders must complete the Contractor Qualifications Section
00 4150 and return with the bid.

Attachment D - Specifications (continued)

BID SCHEDULE

Item 20.

Bid Package No.	Unit	Description and Price in Words	PRICE IN FIGURES *	
			Unit Price	Total

UNIT PRICE BID

		Base Bid Items		
1	LS	<p>Site Concrete Complete in place per plans, specs, and addenda Includes:</p> <ol style="list-style-type: none"> 1. Excavation 2. Subgrade prep 3. Lime where indicated 4. Backfill from onsite stockpile 5. Trail/walkways 6. Plaza paving 7. Vehicular paving from parking to / through plaza 8. Concrete bleacher seating 9. H/C ramps/ detectable warning plates 10. Dugouts 11. Concrete steps 12. Retaining wall/foundations / waterproofing 13. Dugout walls/foundations 14. Mow strips 15. Fence/mow strips 16. Playground border 17. Footings for masonry columns 18. Drainage at retaining walls 19. Install embeds furnished by others 20. Saw/jointing per plans 21. Sealing 22. Backstop beams/walls 23. Bench pads 24. Paving under shade structures 25. Concrete flumes 26. Zap stand foundation <p>All work to meet the Town of Prosper standards & specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the lump sum price of</p> <p>_____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$

Attachment D- Specifications (continued)

Item 20.

2

LS

Complete in place per plans, specs, and addenda

Includes

1. Excavation
2. Concrete footing
3. Limestone blocks
4. Stainless Steel Pins
5. Installation
6. Geotextile fabric
7. Drainage/gravel
8. Backfill from on-site material
9. Limestone Block Benches including foundations

All work to meet the Town of Prosper standards & specifications

Clean up – dress up

Dispose of spoils and trash

for the lump sum price of

_____ Dollars and NO cents.

Work will be completed in _____ calendar days from Notice to Proceed.

\$

\$

3

LS

Pickleball Courts only

Complete in place per plans, specs, and addenda

Includes:

1. Foundation design
2. Fine grade from $\pm .10'$
3. Courts
4. Fence
5. Windscreens
6. Pickleball equipment
7. Striping/surfacing

Lighting by others

Subgrade prep by others

All work to meet the Town of Prosper standards and specifications

Clean up – dress up and backfill

for the lump sum price of

_____ Dollars and NO cents.

Work will be completed in _____ calendar days from Notice to Proceed.

\$

\$

Attachment D – Specifications (continued)

Item 20.

4	LS	<p>Moisture conditioning / select material / Pickleball courts</p> <p>Complete in place per plans, specs, and addenda</p> <p>Includes:</p> <ol style="list-style-type: none"> 1. Subgrade prep per geotechnical report to 1" PVR <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the lump sum price of</p> <p>_____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$
5	LS	<p>Foundations only for fabric shade structures at Tennis and Pickleball Courts</p> <p>Complete in place per plans, specs, and addenda</p> <p>Includes:</p> <ol style="list-style-type: none"> 1. Foundations only 2. Anchor bolts <p>Extra care should be used when using equipment on post-tension courts or drilling / sawing courts</p> <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the lump sum price of</p> <p>_____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$

Attachment D - Specifications (continued)

Item 20.

6

LS

Complete in place per plans, specs, and addenda

Includes:

1. Chain link fence/gates
2. Post footings
3. Dugouts
4. Foul poles
5. Fence Topper
6. Custom Print Windscreen
7. Windscreen
8. Ameristar Fencing

Batting cage fencing by others

Concrete mow strip and backstop beams (walls) by others

Backstop nets/poles by others

Dugout roofs by others

All work to meet the Town of Prosper standards and specifications

Clean up – dress up

Dispose of spoils and trash

for the lump sum price of

_____ Dollars and NO cents.

Work will be completed in _____ calendar days from Notice to Proceed.

\$

\$

7

LS

Backstop nets

Complete in place per plans, specs, and addenda

Includes:

1. Engineering
2. Poles /foundations
3. Cabling
4. Hardware
5. Nets
6. Installation

Bleacher Shade Poles By Others

Backstop beams/walls by others

All work to meet the Town of Prosper standards and specifications

Clean up – dress up

Dispose of spoils and trash

for the lump sum price of

_____ Dollars and NO cents.

Work will be completed in _____ calendar days from Notice to Proceed.

\$

\$

Attachment D - Specifications (continued)

Item 20.

8	LS	<p>Complete in place per plans, specs, and addenda Includes: 1. Piers/pier caps or spread footings 2. Structural steel shelters 3. Metal roof 4. Installation 5. Paint</p> <p>Electrical by others</p> <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the lump sum price of</p> <p>_____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$
9	LS	<p>Dugout roof (metal roofing) Complete in place per plans, specs, and addenda Includes: 1. Steel framing 2. Metal roof 3. Paint</p> <p>Fence posts by others</p> <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the lump sum price of</p> <p>_____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$

Attachment D Specifications (continued)

Item 20.

10	LS	<p>Complete in place per plans, specs, and addenda Includes:</p> <ol style="list-style-type: none"> 1. Concrete footings 2. Anchor bolts 3. Structural steel 4. Sign Lettering 5. Metal Bands attached to fence with sign hardware 6. Ornamental gates 7. Paint <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the lump sum price of</p> <p>_____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$
11	LS	<p>Coit Road Monument Sign Complete in place per plans, specs, and addenda Includes:</p> <ol style="list-style-type: none"> 1. Foundation 2. Structural Steel 3. Sign Lettering 4. Stacked Quarry Blocks 5. Paint <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the lump sum price of</p> <p>_____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$

Attachment D Specifications (continued)

Item 20.

12	LS	<p>Restroom Construction Building Complete in place per plans, specs, and addenda Include: Building pad excavation and prep (per geo tech) All electrical building service panels and transformers are to be furnished and installed by the site electrical contractor. All electrical components from the building panels are to be furnished and installed by the building electrical contractor. Connect to sewer, storm drainage, and water 10' from the building.</p> <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the lump sum price of _____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$
13	LS	<p>Aluminum Bleacher Seating Complete in place per plans, specs, and addenda Includes: 1. Bleacher seating at fields 2,3 & 4 2. Spectator seating 3. Portable Bleachers for field 1</p> <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the lump sum price of _____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$
14	LS	<p>Parking lot striping & signage Complete in place per plans, specs, and addenda Includes: pressure wash for lines, striping, H/C logo and stripes, wheel stops, fire lane striping, turn lane striping, Barricading, H/C signs, and poles.</p> <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the lump sum price of _____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$

Attachment D - Specifications (continued)

Item 20.

15	LS	<p>Complete in place per plans, specs, and addenda Include:</p> <ol style="list-style-type: none"> 1. Excavation 2. Subgrade prep 3. Grade beams 4. Slab 5. Masonry 6. Bollards 7. Gates <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the lump sum price of</p> <p>_____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$
16	LS	<p>Ballfield Clay / conditioner Complete in place per plans, specs, and addenda Include:</p> <ol style="list-style-type: none"> 1. Subgrade prep / fine grade 2. Ballfield Clay 3. Infield Conditioner 4. Processing 5. Pitching rubbers 6. Home plates 7. Bases including inserts <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the lump sum price of</p> <p>_____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$

Attachment D - Specifications (continued)

Item 20.

17

LS

Complete in place and operational per plans, specs, and addenda

Include:

1. A complete and operational irrigation system
2. Backflow prevention
3. Booster Pump
4. Irrigation controllers
5. Sleeving
6. Trench backfill/compaction
7. Performance/payment bonds

Irrigation tap and meter by others

Electrical power to pump and controllers by others

\$

\$

All work to meet the Town of Prosper standards and specifications

Clean up – dress up

Dispose of spoils and trash

for the lump sum price of

_____ Dollars and NO cents.

Work will be completed in _____ calendar days from Notice to Proceed.

18

LS

Landscape

Furnish and install all components per plans, specs, and addenda

Include:

1. Trees
2. Shrubs
3. Ground cover
4. Bed Prep
5. Mulch
6. Planting soils
7. Brazos River Rock
8. Moss Boulder Edge
9. Weed barrier fabric
10. Landscape drains
11. Staking
12. Performance/payment bonds

Artificial turf by others

The installer shall maintain plants, trees, and shrubs until accepted by the owner

All work to meet the Town of Prosper standards and specifications

Clean up – dress up

Dispose of spoils and trash

for the lump sum price of

_____ Dollars and NO cents.

Work will be completed in _____ calendar days from Notice to Proceed.

Attachment D Specifications (continued)

Item 20.

19

LS

Site Grading and Maintenance
Complete in place per plans, specs and addenda

Includes:

1. Fine grade for the entire site
2. Backfill all work
3. Minor swale work
4. Repair erosion
5. Work as needed or as directed by the CMR for the duration of the job
6. One operator for forty hours per week for twelve months
7. Equipment as needed
8. Laborers as needed for hand work to maintain site grading

\$

\$

All work to meet the Town of Prosper standards and specifications

Clean up – dress up

Dispose of spoils and trash

for the lump sum price of

_____ Dollars and NO cents.

Work will be completed in _____ calendar days from Notice to Proceed.

20

LS

Turf establishment

Furnish and install per plans, specs, and addenda

Include:

1. Fine grade
2. Round up and prep all areas to receive turf
3. Sod
4. Hydromulch
5. Temporary grass as required for stabilization
6. Temporary irrigation

Fertilize the turf at least two times, mow, and edge at least 8 times or until the owner accepts the site.

\$

\$

All work to meet the Town of Prosper standards and specifications

Clean up – dress up

Dispose of spoils and trash

for the lump sum price of

_____ Dollars and NO cents.

Work will be completed in _____ calendar days from Notice to Proceed.

Attachment D - Specifications (continued)

Item 20.

Complete in place per plans, specs, and addenda

Includes:

1. Excavation
2. Subgrade prep
3. Filter fabric
4. Equipment and installation
5. Standard playground footings
6. Compacted stone
7. Poured-in-place surfacing
8. Wood fiber surfacing
9. Artificial turf
10. Drainage gravel
11. Subsurface drainage to 10' outside playgrounds
12. Provide ASTM &/or CPSC, and IPEMA compliance documentation for all surfacing and play equipment.

21

LS

Playground Border by others

\$

\$

The specifications note one playground manufacturer as the basis of design, and two others as approved equals. Other firm(s) that can meet the basis of design requirements are encouraged to provide their bid(s) as part of this solicitation process.

All work to meet the Town of Prosper standards and specifications

**Clean up – dress up
Dispose of spoils and trash**

for the lump sum price of

_____ Dollars and NO cents.

Work will be completed in _____ calendar days from Notice to Proceed.

22

LS

Playground Shade Structure Foundation Only
Complete in place per plans, specs, and addenda
Include:

1. Piers/pier caps or spread footings
2. Anchor bolts

All work to meet the Town of Prosper standards and specifications

**Clean up – dress up
Dispose of spoils and trash**

for the lump sum price of

_____ Dollars and NO cents.

Work will be completed in _____ calendar days from Notice to Proceed.

Attachment D - Specifications (continued)

Item 20.

23	LS	<p>Handrails/guardrails/ornamental iron fence/Barrier rails Complete in place per plans, specs, and addenda Includes:</p> <ol style="list-style-type: none"> 1. Subgrade Prep 2. Underground plumbing and electric including connection to building 3. Utility connection within 5' of the building 4. Furnish and install the CXT building <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the lump sum price of _____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$
24	LS	<p>Handrails/guardrails/ornamental iron fence/Barrier rails Complete in place per plans, specs, and addenda Includes all handrails, guardrails, ornamental railing, embeds, sleeves, railing at h/c seats, ornamental guardrail, rail mounting brackets, paint, and installation.</p> <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the lump sum price of _____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$

Attachment D - Specifications (continued)

Item 20.

25	LS	<p>Furnish and install per plans, specs, and addenda Includes:</p> <ol style="list-style-type: none"> 1. Litter Receptacles 2. Picnic Tables 3. Removable bollards 4. Players benches 5. Bat Racks 6. Backstop wall padding <p>Extra care should be used when using equipment on post-tension courts or drilling / sawing courts</p> <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the add alternate price of _____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$
26	LS	<p>Site Masonry Complete in place per plans, specs, and addenda Include:</p> <ol style="list-style-type: none"> 1. Masonry Columns at Bleacher Shade Structures <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the lump sum price of _____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$
27	LS	<p>Construction Layout Complete in place per plans, specs, and addenda Include:</p> <ol style="list-style-type: none"> 1. Hardscape layout 2. Utility Layout 3. Fence layout <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the lump sum price of _____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$

Attachment D - Specifications (continued)

Alternate Bid Items

Item 20.

Alt 2.1	LS	<p>Concrete enhancements (stain/ special finish) Complete in place per plans, specs and addenda Includes:</p> <ol style="list-style-type: none"> 1. Enhanced finishes on concrete installed by others 2. Decorative sawing <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up and backfill</p> <p>for the lump sum price of</p> <p>_____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$
Alt 2.2	LS	<p>Concrete Trail Along First Street Complete in place per plans, specs and addenda Includes:</p> <ol style="list-style-type: none"> 1. Excavation 2. Subgrade prep 3. Concrete trail 4. Backfill with onsite material <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the lump sum price of</p> <p>_____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$
Alt 2.3	LS	<p>CXT Building at Tennis / Pickleball Courts Complete in place per plans, specs, and addenda Includes:</p> <ol style="list-style-type: none"> 1. Subgrade Prep 2. Underground plumbing and electric including connection to building 3. Utility connection within 5' of the building 4. Furnish and install the CXT building <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the lump sum price of</p> <p>_____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$

Attachment D - Specifications (continued)

Item 20.

Alt 2.4	LS	<p>Add 36" masonry stone veneer at CXT Building At Tennis / Pickleball Courts Complete in place per plans, specs, and addenda Includes: 1. Masonry stone veneer</p> <p>Foundation by others</p> <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the lump sum price of</p> <p>_____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed</p>	\$	\$
Alt 2.5		<p>Add 36" masonry stone veneer at CXT Building At Playground Area Complete in place per plans, specs, and addenda Includes: 1. Masonry stone veneer</p> <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the lump sum price of</p> <p>_____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$
Alt 2.6	LS	<p>Tennis courts Complete in place per plans, specs, and addenda Includes: 1. Foundation design 2. Excavation 3. Courts 4. Fence 5. Windscreens 6. Tennis equipment 7. Striping/surfacing</p> <p>Lighting by others Subgrade prep by others</p> <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up and backfill</p> <p>for the lump sum price of</p> <p>_____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$

Attachment D - Specifications (continued)

Item 20.

Alt 2.7	LS	<p>Complete in place per plans, specs, and addenda Includes:</p> <ol style="list-style-type: none"> 1. Subgrade prep per geotechnical report to 1" PVR <p>Clean up – dress up Dispose of spoils and trash</p> <p>All work to meet the Town of Prosper standards and specifications</p> <p>for the lump sum price of _____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$
Alt 2.8	LS	<p>Fabric Shade Structures at Tennis and Pickleball Courts Complete in place per plans, specs, and addenda Includes:</p> <ol style="list-style-type: none"> 1. Furnish and install four shade structures 2. Foundations 3. Anchor bolts <p>Extra care should be used when using equipment on post-tension courts or drilling / sawing courts</p> <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the lump sum price of _____ Dollars and No cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$
Alt 2.9		<p>Shade Structure At Playground Complete in place per plans, specs, and addenda Includes:</p> <ol style="list-style-type: none"> 1. Classic Recreation 18' x 30' Cheyenne Model Shade Structure or approved equal 2. Installation 3. Masonry columns <p>Foundation by others</p> <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the lump sum price of _____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$

Attachment D Specifications (continued)

Item 20.

Alt 2.10	LS	<p>Stone Monument Sign Complete in place per plans, specs, and addenda Includes:</p> <ol style="list-style-type: none"> 1. Foundation 2. Large Stone Slabs 3. Stacked Quarry Blocks 4. Lettering <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the lump sum price of</p> <p>_____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$
Alt 2.11	LS	<p>Irrigation system using lake water Complete in place and operational per plans, specs, and addenda Include:</p> <ol style="list-style-type: none"> 1. A complete and operational irrigation system using dirty water valves 2. Irrigation controllers 3. Sleeving 4. Trench backfill/compaction 5. Performance/payment bonds 6. Submersible pump system with lake level and well control system. <p>Electrical power to pump and controllers by others</p> <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the lump sum price of</p> <p>_____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$
Alt 2.12	LS	<p>Water Well Complete in place per plans, specs, and addenda Includes:</p> <ol style="list-style-type: none"> 1. A water well able to supply 190 GPM <p>Electrical service to well by others</p> <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the lump sum price of</p> <p>_____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$

Attachment D – Specifications (continued)

Item 20.

ALT 2.13	LS	<p>Electrical service to the water well submersible pump Complete in place per plans, specs, and addenda Includes:</p> <ol style="list-style-type: none"> 1. Electrical to the water well a 200 amp / 480 volt service for a 60 HP motor. 2. Electrical to the submersible irrigation pump <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the lump sum price of</p> <p>_____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$
Alt 2.14	LS	<p>Alternate Landscape as Indicated on Plans Furnish and install all components per plans, specs, and addenda Include:</p> <ol style="list-style-type: none"> 1. Trees 2. Shrubs 3. Ground cover 4. Bed Prep 5. Mulch 6. Planting soils 7. Brazos River Rock 8. Moss Boulder Edge 9. Weed Barrier fabric 10. Landscape drains 11. Staking 12. Performance/payment bonds <p>The installer shall maintain plants, trees, and shrubs until accepted by the owner</p> <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the lump sum price of</p> <p>_____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$

Attachment D - Specifications (continued)

Item 20.

Alt 2.15	LS	<p>Complete in place per plans, specs, and addenda Includes:</p> <ol style="list-style-type: none"> 1. Furnish and install Quarry Blocks 2. Furnish and install Trash Cans <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the lump sum price of</p> <p>_____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$
Alt 2.16	LS	<p>Pedestrian Concrete at Tennis Complete in place per plans, specs, and addenda Includes:</p> <ol style="list-style-type: none"> 1. Excavation 2. Subgrade prep 3. Backfill form onsite stockpile 4. Concrete identified on page L1.21A <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the lump sum price of</p> <p>_____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$
Alt 2.17	LS	<p>Site Furnishings at Tennis Complete in place per plans, specs, and addenda Includes:</p> <ol style="list-style-type: none"> 1. Furnish and install benches 2. Identified on page L1.21A <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the lump sum price of</p> <p>_____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$

Attachment D Specifications (continued)

Item 20.

Alt 2.18	LS	<p>Paint on concrete at Dennis Adams Complete in place per plans, specs, and addenda Includes:</p> <ol style="list-style-type: none"> 1. Paint on Concrete installed by others 2. Identified on page L1.21A <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the lump sum price of</p> <p>_____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$
Alt 2.19	LS	<p>Batting Cage with Artificial Turf Complete in place per plans, specs, and addenda Includes:</p> <ol style="list-style-type: none"> 1. Excavation 2. Subgrade prep 3. Concrete foundation 4. Artificial turf 5. Batting cage system per specs 6. Chain link fence <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the lump sum price of</p> <p>_____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$
Alt 2.20	LS	<p>Electrical at Playground Pavilion Complete in place per plans, specs, and addenda Includes:</p> <ol style="list-style-type: none"> 1. Underground 2. Lighting 3. Plugs <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the lump sum price of</p> <p>_____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$

Attachment D Specifications (continued)

Item 20.

Alt 2.21	LS	<p>Complete in place per plans, specs, and addenda Includes:</p> <ol style="list-style-type: none"> 1. Excavation 2. Subgrade prep 3. Backfill form onsite stockpile <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the lump sum price of</p> <p>_____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$
Alt 2.22	LS	<p>Masonry at Playground Columns Complete in place per plans, specs, and addenda Includes:</p> <ol style="list-style-type: none"> 1. Masonry columns at playground shade structure <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the lump sum price of</p> <p>_____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$
Alt 2.23	LS	<p>Zap Stand Electrical Complete in place per plans, specs, and addenda Includes:</p> <ol style="list-style-type: none"> 1. Electrical to the Zap Stand <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the lump sum price of</p> <p>_____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$

Attachment D - Specifications (continued)

Item 20.

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all product/services upon which prices are extended at the price offered, and upon the conditions in the specifications of the Invitation For Bid.

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service bid on or to influence any person or persons to bid or not to bid thereon.

Name of Bidder: _____

Address of Bidder: _____

Telephone Number: _____ Fax: _____

E-mail address: _____

By: _____ (print name)

Title: _____ Federal ID#/SSN#: _____

Signature: _____

Acknowledgement of Addenda: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____

State of _____

County of _____

Before me, _____ (insert the name and character of the officer),
on this day personally appeared _____, known to me (or proved to me through
_____ (description of identity card or other document) to be the
person whose name is subscribed to the foregoing instrument and acknowledged to me that they
executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this _____ day of _____ (month), _____
(year).

(Personalized Seal)

Notary Public's Signature _____

PLUMBING FIXTURE AND EQUIPMENT SCHEDULE												
FIXTURE DATA			CONNECTION DATA							REMARKS		
ITEM ID	EQUIP. & FIXTURES	MFG./ MODEL #	S O I L	V E N T	T R A P	INDIRECT WASTE	WATER					
							CW	HW	TW			
BFP1	BACK FLOW PREVENTER	WATTS/ 007	-	-	-	-	2"	-	-	DOUBLE CHECK VALVE ASSEMBLY		
TMV	THERMOSTATIC MIXING VALVE	LAWLER/ 570	-	-	-	-	1/2"	1/2"	1/2"	BRONZE BODY MIXING VALVE, TEMPERATURE SET FOR 110°F. MAX.		
GCO	EXTERIOR GRADE CLEANOUT	JOSAM/ 58680-CO4	-	-	-	-	-	-	-	PROVIDE WITH 4" NO-HUB CLEANOUT. INSTALL IN 4" THICK CONCRETE PAD.		
FCO	FLOOR CLEANOUT	JOSAM/ 56000-22	-	-	-	-	-	-	-	CAST IRON FLOOR CLEANOUT WITH BRASS TOP.		
FD-1	FLOOR DRAIN	WADE/ 3" W1100A	3"	2"	3"	-	-	-	-	REST ROOM FLOOR DRAIN WITH BRONZE GRATE		
TD-1	FLOOR DRAIN	ZURN-Z-890	3"	2"	4"	-	-	-	-	STAINLESS STEEL TRENCH DRAIN WITH STAINLESS STEEL TOP		
NEWH	FREEZE PROOF WALL FOUNTAIN	JOSAM/ 74900	-	-	-	-	1/2"	-	-	FREEZE PROOF WALL FOUNTAIN, LEAD FREE, BRONZE WITH VACUUM INTEGRAL BREAKER		
S-1	SINK ADA/TAS	ADVANCE TABCO/ 7-PS-20	1/2"	1/2"	1/2"	-	1/2"	-	1/2"	SINGLE COMPARTMENT 304 STAINLESS STEEL, 14 GAUGE, 14.5"x9.5", 5" DEEP, POLISHED TO NO. 4 FINISH. ADVANCE TABCO K-210 FAUCET, 4" O.C. DECK MOUNTED LEVER HANDLES, GOOSENECK OUTLET, ELKAY SINK STRAINER LK35, MCGUIRE LOOSE KEY STOPS, 17 GAUGE P-TRAP WITH CLEANOUT AND CHROME SET SCREW ESCUTCHEON.		
S-2	SINK ADA/TAS	ADVANCE TABCO/ FE-3-1812-18R-X	1/2"	1/2"	1/2"	-	1/2"	1/2"	-	THREE COMPARTMENT 304 STAINLESS STEEL, 14 GAUGE, POLISHED TO NO. 4 FINISH. TABS B-2367 FAUCET, 4" O.C. DECK MOUNTED LEVER HANDLES, GOOSENECK OUTLET, ELKAY SINK STRAINER LK35, MCGUIRE LOOSE KEY STOPS, 17 GAUGE P-TRAP WITH CLEANOUT AND CHROME SET SCREW ESCUTCHEON.		
S-3	WALL HUNG SERVICE SINK	JUST/ A-18665	2"	1/2"	1/2"	-	1/2"	1/2"	-	14 GA. TYPE 304 S.S., WALL HUNG, SINGLE BOWL, 23"x18", JUST JVB-1200 FAUCET SET, VACUUM BREAKER AND LEVER HANDLES, J-35 SINK DRAIN.		
MS-1	MOP SINK	FIAT/MSB2424	2"	2"	2"	-	1/2"	1/2"	-	MOLDED-STONE MOP SERVICE BASIN, WHITE WITH STAINLESS STEEL STRAINER, DRAIN BODY AND LINT BASKET. WITH FIAT 830-AA COMBINATION FITTING WITH VACUUM BREAKER, 1/2" HOSE THREAD ON SPOUT, PAIL HOOK, WITH LEVER HANDLES, INTEGRAL STOPS, AND WALL BRACE.		
L-1	LAVATORY ADA/TAS	SLOAN/ EL GR-82000	2"	1/2"	1/2"	-	1/2"	-	1/2"	RECTANGULAR BOWL, 60"x22"x6" LAVATORY SLOANSTONE. FURNISH SLOAN FAUCET, SF-2100, DECK MOUNTED SPOUT AND SHUTOFF VALVE MOUNTED IN CHASE, WITH POWER PACK. PROVIDE GRID STRAINER, NO. 1110 ELBOW DRAIN FITTING WITH TUBING DRAIN TO WALL AND NO. 1116, 1 1/4" P-TRAP VALVE FOR MOUNTING IN CHASE. INSULATE ALL EXPOSED PIPING WITH "TRABCO LAY-GUARD" INSULATION KIT NO. 101. INSTALLATION SHALL COMPLY WITH ALL ADA REQUIREMENTS FOR MOUNTING HEIGHTS AND CLEARANCES.		
WC-1	WATER CLOSET	ACORN/ 1675	3"	2"	-	-	1"	-	-	BOWL: 1.6 GALLONS PER FLUSH, ELONGATED TOILET FABRICATED FROM TYPE 304 STAINLESS STEEL WITH 14 GAGE CABINET, BOWL AND FLUSHING RIM AND 16 GAGE TRAP COVERS. WELDS SHALL BE GROUND SMOOTH WITH EXTERIOR SURFACES POLISHED TO NO. 4 SATIN FINISH. TOILET SHALL BE SIPHON JET TYPE WITH ELONGATED BOWL AND SELF-DRAINING RIM WITH HINGED PLASTIC SEAT. TRAP SHALL PASS 2 5/8 INCH BALL. EXTERIOR OF TRAP SHALL BE FULLY ENCLOSED. INTERIOR COATED WITH FIRE RESISTANT SOUND DEADENING COATINGS. FIXTURE SHALL WITHSTAND LOADING TO 2000 POUNDS WITH NO MEASURABLE DEFLECTION AND UP TO 5000 POUNDS WITH NO PERMANENT DAMAGE. COMPLETE WITH 1500 SERIES WALL SLEEVE FOR CONCRETE BLOCK WALLS. FLUSH VALVE: SLOAN MODEL OPTIMA 152 ES-S, CONCEALED WATER CLOSET FLUSHOMETER, NON-HOLD-OPEN INTEGRAL SOLENOID OPERATOR, ROUGH BRASS FOR 1 INCH IPS WHEEL HANDLE BACK-CHEK ANGLE STOP, ADJUSTABLE TAILPIECE, VACUUM BREAKER, ELBOW FLUSH CONNECTION AND SPUD COUPLING FOR 1 INCH CONCEALED BACK SPUD. INCLUDE SWEAT SOLDER ADAPTER, OPTIMA EL-1500 SELF-ADAPTIVE INFRARED SENSOR, WITH 120V TRANSFORMER, MOUNTED TO ONE SIDE OF URINAL AT MAXIMUM 44 INCHES ABOVE FINISHED FLOOR.		
WC-2	HANDICAPPED WATER CLOSET ADA/TAS	ACORN/ 1675	3"	2"	-	-	1"	-	-	SAME AS WC-1, EXCEPT ADD SUFFIX (-HC) FOR HANDICAPPED HEIGHT ADJUSTMENT.		
UR-1	URINAL	ACORN/ 1707	2"	2"	-	-	1/2"	-	-	URINAL: WALL-HUNG STRADDLE URINAL WITH WASHOUT FLUSHING N AND CONTINUOUS FOUR-WALL FLUSHING RIM, 14 GAGE TYPE 304 STAINLESS STEEL WITH EXPOSED SURFACE, POLISHED TO NO. 4 SATIN FINISH. EXPOSED WELDS SHALL BE GROUND SMOOTH, CONSTRUCTION SHALL BE FREE OF VISIBLE VOIDS, SEAMS, AND CREVICES. TRAP SHALL PROVIDE 2 1/4 INCH SEAL AND SHALL PASS 1.9 INCH BALL. FIXTURE SHALL BE FITTED WITH BEEHIVE DOME STRAINER. BACK AND UNDERSIDE OF FIXTURE SUPPLIED WITH SOUND DEADENING FIRE RESISTANT MATERIAL. NO. 1500 WALL SLEEVE FOR CONCRETE BLOCK WALL. UNIT SHALL BE DESIGNED FOR BACK SUPPLY. PROVIDE PIPE FITTINGS IN CHASE. FLUSH VALVE: SLOAN MODEL OPTIMA 194 ES-S, CONCEALED URINAL FLUSHOMETER, NON-HOLD-OPEN INTEGRAL SOLENOID OPERATOR, ROUGH BRASS FOR 3/4 INCH IPS WHEEL HANDLE BACK-CHEK ANGLE STOP, ADJUSTABLE TAILPIECE, VACUUM BREAKER, ELBOW FLUSH CONNECTION AND SPUD COUPLING FOR 3/4 INCH CONCEALED BACK SPUD. INCLUDE SWEAT SOLDER ADAPTER, OPTIMA EL-1500 SELF-ADAPTIVE INFRARED SENSOR, WITH 120V TRANSFORMER, MOUNTED TO ONE SIDE OF URINAL AT MAXIMUM 44 INCHES ABOVE FINISHED FLOOR.		
UR-2	URINAL	ACORN/ 1707	2"	2"	-	-	1/2"	-	-	SAME AS UR-1, EXCEPT ADD SUFFIX (-HC) FOR HANDICAPPED HEIGHT ADJUSTMENT.		
EW-1	WATER COOLER	ELKAY/ EZWS-EDFP217K	2"	2"	-	-	1/2"	-	-	ADA RATED DRINKING FOUNTAIN, EZH2O BOTTLE FILLER, AND BARRIER FREE, TWO UNITS MOUNTED AT HEIGHTS AS SHOWN ON DRAWINGS. HIGH UNIT SHALL BE STANDARD DEPTH. SATIN FINISH STAINLESS STEEL. SELF-CLOSING PUSHBAR, AND AUTOMATIC STREAM REGULATOR. COOLING SYSTEM: REMOTE CHILLER REFRIGERATION SYSTEM, ELKAY, ER101Y, SHALL BE HERMETICALLY SEALED AND SHALL EMPLOY A 1/5 HP, 115 VOLT, SINGLE PHASE, 60 HZ MOTOR RATED AT 4.5 AMPERES. REFRIGERATED WATER COOLER, SHALL DELIVER 10.0 GPH @ F 50 ° WATER AT 90 ° AMBIENT AND 80 ° INLET WATER. SHALL BE UL LISTED AND COMPLY WITH ARI STANDARD 1010-84; HALSEY-TAYLOR NO. SJS-Q. P-TRAPS: MCGUIRE 8872 CAST BODY WITH TUBULAR WALL BEND AND ESCUTCHEON, 1 1/2 INCH BY 1 1/2 INCH, 17 GAGE. STOPS: MCGUIRE 167LK SUPPLIES WITH LOOSE KEY STOPS 3/8 INCH NOMINAL BY 1/2 INCH OUTSIDE DIAMETER.		
NOTES: 1. PROVIDE 17 GA. 1184" ADJUSTABLE P-TRAP & ANGLE STOPS. 2. PROVIDE HANDI LAV-GUARD INSULATION KITS ON TRAP AND HOT AND COLD WATER PIPING TO MEET ADA REQUIREMENTS (WHERE REQUIRED) AT ALL HANDICAP LAVATORIES. 3. WATER CLOSET HANDLES TO BE OPPOSITE SIDE FROM GRAB BARS. 4. REFER TO ARCHITECTURAL SHEETS FOR FIXTURE MOUNTING HEIGHTS.												

WATER HEATER SCHEDULE

DESIGNATION	WH-1	WH-2, & 3	
TYPE	INSTANTANEOUS	INSTANTANEOUS	
GALLONS OF STORAGE	-	-	
GPH REC. @ 100°F RISE	-	-	
GAS INPUT	-	-	
KW INPUT	16.6	4.1	
FLUE SIZE	-	-	
VOLTS/PHASE	208V/1Ø	208V/1Ø	
TANK DIAMETER	-	-	
MANUFACTURER	EEMAX	EEMAX	
MODEL NO.	EX160BT2	EX420BT5	
REMARKS		1	
NOTES: 1. PROVIDE 0.5 GPM AERATORS ON FAUCET, PROVIDE ISOLATION VALVE, SERVICE FOR TWO LAVS, AND SET DISCHARGE TEMPERATURE MIN. AT 105 °F AND MAX AT 110 °F.			

AIR HANDLING UNIT SCHEDULE

DESIGNATION	AHU-1	
TYPE	VERTICAL	
C.F.M.	800	
O.A. C.F.M. (MIN.)	50	
O.A. C.F.M. (MAX.)	50	
FAN		
H.P.	1/4	
VOLT/PHASE	208/1Ø	
E.S.P. (IN. W.G.)	.5	
COOLING COIL		
ENT. AIR (DB/WB DEG. F)	80/67	
LVG. AIR (DB/WB DEG. F)	56/57	
TOTAL CAPACITY (MBH)	23,100	
HEATING COIL		
ENT. AIR (DB/WB DEG. F)	60/90	
TOTAL CAPACITY (MBH)	22,400	
KW	10	
FILTERS		
THICKNESS	1"	
TYPE	7A	
MAX. VEL. (F.P.M.)	500	
MANUFACTURER	AMANA	
MODEL NO.	VTH-243E10	
REMARKS	1.	
NOTES: 1. PROVIDE WITH WALL SLEEVE, THERMOSTAT, WALL GRILLE, AND FILTER RACK.		

FAN SCHEDULE

DESIGNATION	EF-#1		
SERVES	TOILETS		
TYPE	INLINE		
TOTAL C.F.M.	800		
TOTAL S.P. (IN. W.G.)	.5		
MOTOR H.P.	1/6		
DRIVE TYPE	DIRECT		
VOLT/PHASE	120V/1Ø		
SONES	11.4		
MANUFACTURER	COOK		
MODEL NO.	120SQ10D		
REMARKS	1		
ACCESSORIES	-		
	-		
NOTES: 1. PROVIDE DISCONNECT, SPEED CONTROLLER AND BACKDRAFT DAMPERS. 2. PROVIDE EPOXY COATING TO RESIST CHEMICALS.			

UNIT HEATER SCHEDULE

DESIGNATION	EUH-#1	EUH-#2	
SERVES	TOILET CHASE	STORAGE ROOM	
HEATING			
INPUT (MBH)	-	-	
OUTPUT (MBH)	17,065	17,065	
K.W.	3	3	
MOTOR			
C.F.M.	420	420	
H.P.	1/20	1/20	
VOLTS/PHASE	208v/1Ø	208v/1Ø	
CONTROLS	THERMOSTAT	THERMOSTAT	
MANUFACTURER	REZNOR	REZNOR	
MODEL NO.	AEUH-3-1-24	AEUH-3-1-24	
REMARKS	1	1	
NOTES:			

AIR DEVICE SCHEDULE

TYPE	'A'	'B'		
MODULE SIZE	24X24	24X12		
NECK SIZE	SEE PLANS	SEE PLANS		
FLOW RATE (C.F.M.)	SEE PLANS	SEE PLANS		
NECK VELOCITY (F.P.M.)	700	700		
N.C. LEVEL	30	30		
MANUFACTURER	TITUS	TITUS		
MODEL NO.	TMSAA	25RL		
DESCRIPTION	LOUVERED SUPPLY AIR DIFFUSER	LOUVERED RETURN AIR GRILLE		
REMARKS	1,2,3,5	1,2,3		

- NOTES:
1. MOUNTING FRAMES SHALL BE COMPATIBLE WITH CEILING TYPE.
2. PROVIDE OPPOSED BLADE DAMPER.
3. PROVIDE OFF-WHITE FINISH.
4. REFER TO SPECIFICATIONS FOR ADDITIONAL INFORMATION.
5. ALL CEILING DIFFUSERS ARE 4-WAY DISCHARGE, UNLESS OTHERWISE INDICATED ON PLANS.

APE ENGINEERING

TBPE #F-1331
1340 Dove Drive
Midlothian, Texas 76065
P. 972.331.7550
www.ruslaquey@yahoo.com



REVISIONS

DESCRIPTION

DATE
04/02/2024

NO.

1

ADDENDUM NO. 1

MECHANICAL AND PLUMBING

SCHEDULES

RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1

WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #2122-PK

DUNAWAY

550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121 • Fax: 817.335.7437
TX REG. P-1114

GHLA

ARCHITECTURE
PLANNING
INTERIOR DESIGN

817.801.7200

JOB NO. 7691.001

DESIGNED BY: RAL

DRAWN BY: RAL

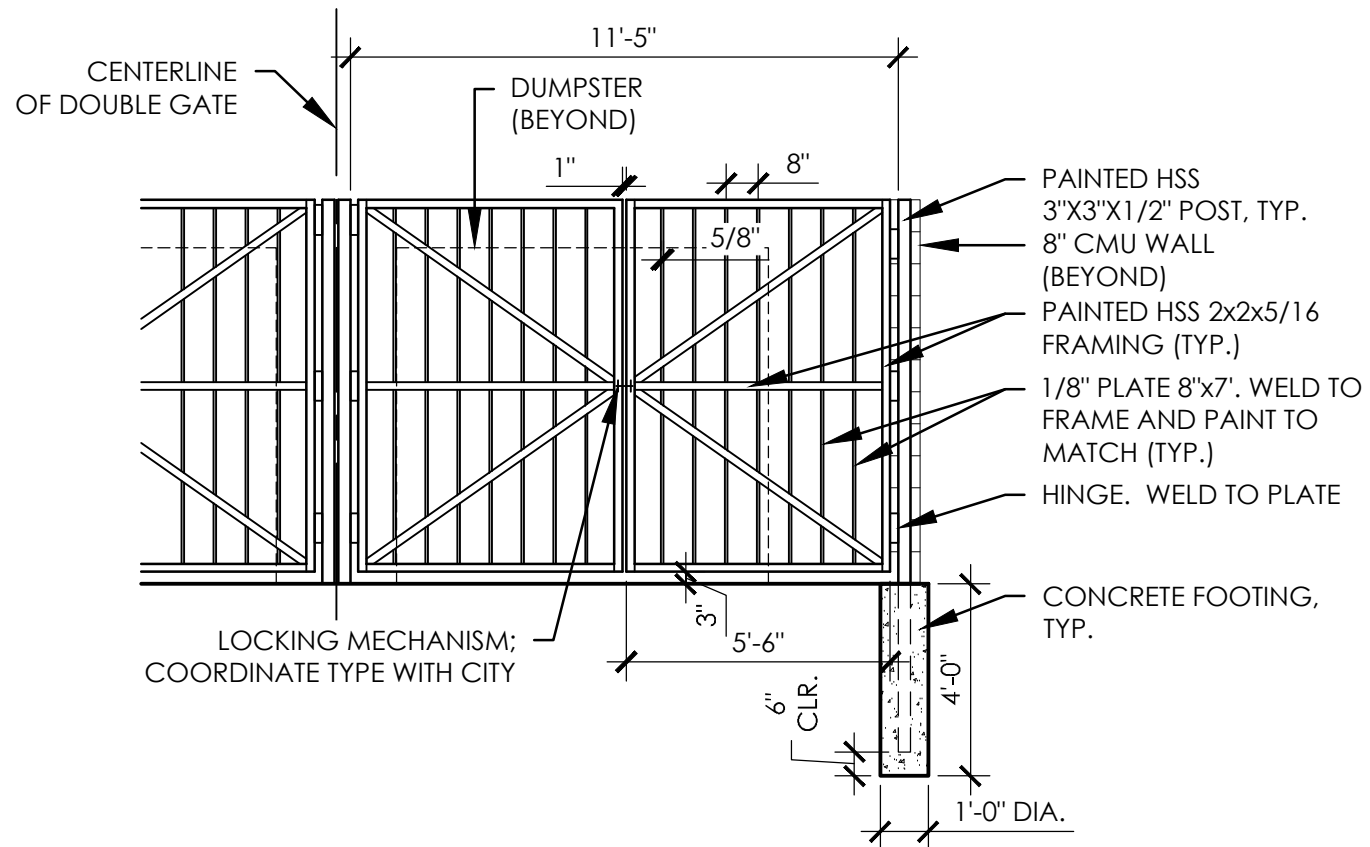
CHECKED BY: RAL

DATE: MARCH 07, 2024

SHEET: MP-4.1

NOTES:

1. CONTRACTOR TO ENSURE GATE IS PER ALL APPLICABLE CODES/SPECIFICATIONS.
2. ALL METAL MEMBERS TO BE PAINTED. CONTRACTOR TO SUBMIT COLORS FOR LANDSCAPE ARCHITECT APPROVAL.
3. PROVIDE SHOP DRAWINGS FOR APPROVAL PRIOR TO CONSTRUCTION.



C

DUMPSTER ENCLOSURE - GATE

SCALE: 1/4" = 1'-0"

FILE NAME: 7691 Sheet Index.dwg
PLOTTER: HP DesignJet T1100
PLOT DATE: 03/07/2024

BP1										BP2										BP1										BP2									
* *										* L3.03 SITE DETAILS - 3										* *										* *									
* *										* L3.04 SITE DETAILS - 4										* *										* *									
* *										* L3.05 SITE DETAILS - 5										* *										* *									
* *										* L3.06 SITE DETAILS - 6										* *										* *									
* *										* L3.07 SITE DETAILS - 7										* *										* *									
* *										* L3.08 SITE DETAILS - 8										* *										* *									
* *										* L3.09 SITE DETAILS - 9										* *										* *									
* *										* L3.10 SITE DETAILS - 10										* *										* *									
* *										* L3.11 SITE DETAILS - 11										* *										* *									
* *										* L3.12 PLAYGROUND DETAILS										* *										* *									
* *										* L3.13 SITE DETAILS - 13										* *										* *									
* *										* L3.14 SITE DETAILS - 14										* *										* *									
* *										* L3.15 SITE DETAILS - 15										* *										* *									
* *										* L3.16 SITE DETAILS - STRUCTURAL NOTES 1										* *										* *									
* *										* L3.17 SITE DETAILS - STRUCTURAL NOTES 2										* *										* *									
* *										* L3.18 SITE DETAILS - STRUCTURAL										* *										* *									
* *										* L3.19 SITE DETAILS - STRUCTURAL										* *										* *									
* *										* L4.00 OVERALL PLANTING PLAN										* *										* *									
* *										* L4.01 PLANTING PLAN - AREA 1										* *										* *									
* *										* L4.02 PLANTING PLAN - AREA 2										* *										* *									
* *										* L4.03 PLANTING PLAN - AREA 3										* *										* *									
* *										* L4.04 PLANTING PLAN - AREA 4										* *										* *									
* *										* L4.05 PLANTING PLAN - AREA 5										* *										* *									
* *										* L4.06 PLANTING PLAN - AREA 6										* *										* *									
* *										* L4.07 PLANTING PLAN - AREA 7										* *										* *									
* *										* L4.08 PLANTING PLAN - AREA 8										* *										* *									
* *										* L4.09 PLANTING PLAN - AREA 9										* *										* *									
* *										* L4.10 PLANTING PLAN - AREA 10										* *										* *									
* *										* L4.11 PLANTING PLAN - AREA 11										* *										* *									
* *										* L4.12 PLANTING PLAN - AREA 12										* *										* *									
* *										* L4.13 PLANTING PLAN - AREA 13										* *										* *									
* *										* L4.14 PLANTING PLAN - AREA 14										* *										* *									
* *										* L4.15 PLANTING PLAN - AREA 15										* *										* *									
* *										* L4.16 PLANTING PLAN - AREA 16										* *										* *									
* *										* L4.17 PLANTING PLAN - AREA 17										* *										* *									
* *										* L4.18 PLANTING PLAN - AREA 18										* *										* *									
* *										* L4.19 PLANTING PLAN - AREA 19										* *										* *									
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* *										* L5.01 IRRIGATION PLAN - AREA 1										* *										* *									
* *										* L5.02 IRRIGATION PLAN - AREA 2										* *										* *									
* *										* L5.03 IRRIGATION PLAN - AREA 3										* *										* *									
* *										* L5.04 IRRIGATION PLAN - AREA 4										* *										* *									
* *										* L5.05 IRRIGATION PLAN - AREA 5										* *										* *									
* *										* L5.06 IRRIGATION PLAN - AREA 6										* *										* *									
* *										* L5.07 IRRIGATION PLAN - AREA 7										* *										* *									
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* *										* L5.14 IRRIGATION PLAN - AREA 14										* *										* *									
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* *										* L5.17 IRRIGATION PLAN - AREA 17										* *										* *									
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* *										* L5.19 IRRIGATION PLAN - AREA 19										* *										* *									
* *										* L5.20 IRRIGATION NOTES & DETAILS										* *										* *									
* *										* L5.21 IRRIGATION DETAILS										* *										* *									
* *										* L5.22 IRRIGATION DRIP & PUMP DETAILS										* *										* *									
* *										* L5.23 IRRIGATION DATA CHARTS										* *										* *									
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* *										* C0.01 CIVIL LEGENDS										* *										* *									
* *										* C1.01 DIMENSION CONTROL - AREA 1										* *										* *									
* *										* C1.02 DIMENSION CONTROL - AREA 2										* *										* *									
* *										* C1.03 DIMENSION CONTROL - AREA 3										* *										* *									
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* *										* C1.06 DIMENSION CONTROL - AREA 6										* *										* *									
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* *										* C1.11 DIMENSION CONTROL - AREA 11										* *										* *									
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* *										* C1.15 DIMENSION CONTROL - AREA 15										* *										* *									
* *										* C1.16 DIMENSION CONTROL - AREA 16										* *										* *									
* *										* C1.17 DIMENSION CONTROL - AREA 17										* *										* *									
* *										* C1.18 DIMENSION CONTROL - AREA 18										* *										* *									
* *										* C1.19 DIMENSION CONTROL - AREA 19										* *										* *									
* *										* C2.01 PROPOSED TYPICAL SECTIONS										* *										* *									
* *										* C2.02 PROPOSED TYPICAL SECTIONS										* *										* *									
* *										* C2.03 PROPOSED TYPICAL SECTIONS										* *										* *									
* *										* C2.04 PAVING PLAN										* *										* *									
* *										* C2.05 PAVING PLAN										* *										* *									
* *										* C2.06 PAVING PLAN										* *										* *									
* *										* C2.07 PAVING PLAN										* *										* *									
* *										* C3.01 EXISTING DRAINAGE AREA MAP										* *										* *									
* *										* C3.02 PROPOSED DRAINAGE AREA - OVERALL										* *										* *									
* *										* C3.03 PROPOSED DRAINAGE AREA - DETAILED AREA 13										* *										* *									
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* *										* C3.05 PROPOSED DRAINAGE AREA - DETAILED AREA B3 & B5										* *										* *									
* *										* C3.06 DRAINAGE CALCULATIONS										* *										* *									
* *										* C3.07 DRAINAGE CALCULATIONS										* *										* *									
* *										* C3.08 DRAINAGE CALCULATIONS										* *										* *									
* *										* C3.09 DRAINAGE CALCULATIONS										* *										* *									
* *										* C3.10 DRAINAGE CALCULATIONS										* *										* *									
* *										* C4.00 STORM DRAIN PLAN LAYOUT										* *										* *									
* *										* C4.01 STORM DRAIN A STA 0+00 TO 4+00										* *										* *									
* *										* C4.02 STORM DRAIN A STA 4+00 TO END										* *										* *									
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* *										* C4.05 SITE DRAIN A3 (LANDSCAPE DRAINAGE)										* *										* *									
* *										* C4.06 STORM DRAIN B STA 0+00 TO END										* *										* *									
* *										* C4.07 STORM LATERAL B4 STA 0+00 TO END										* *										* *									
* *										* C4.08 STORM DRAIN B LATERALS										* *										* *									
* *										* C4.09 SITE DRAIN B1 (LANDSCAPE DRAINAGE)										* *										* *									
* *										* C4.10 DETENTION POND A (SHEET 1 OF 2)										* *										* *									
* *										* C4.11 DETENTION POND A (SHEET 2 OF 2)										* *										* *									
* *										* C4.12 DETENTION POND B										* *										* *									
* *										* C4.13 DETENTION POND C										* *										* *									
* *										* C5.01 EROSION CONTROL PLAN (SHEET 1 OF 2)										* *										* *									
* *										* C5.02 EROSION CONTROL PLAN (SHEET 2 OF 2)										* *										* *									
* *										* C5.03 EROSION CONTROL NOTES & DETAILS (1 OF 2)										* *										* *									
* *										* C5.04 EROSION CONTROL NOTES & DETAILS (2 OF 2)										* *										* *									
* *										* C6.00 WATER PLAN LAYOUT										* *										* *									
* *										* C6.01 12-IN WATER LINE A STA 0+00 TO STA 4+00										* *										* *									
* *										* C6.02 12-IN WATER LINE A STA 4+00 TO 8+50										* *										* *									
* *										* C6.03 12-IN WATER LINE A STA 8+50 TO 13+00										* *										* *									
* *										* C6.04 12-IN WATER LINE A STA 13+00 TO END										* *										* *									
* *										* C6.05 12-IN WATER LINE B STA 0+00 TO 4+50										* *										* *									
* *										* C6.06 12-IN WATER LINE B STA 4+50 TO END										* *										* *									
* *										* C6.07 2-IN WATER LINE C STA 0+00 TO END										* *										* *									
* *										* C7.00 SANITARY SEWER PLAN LAYOUT										* *										* *									
* *										* C7.01 PACKAGED LIFT STATION CRITERIA										* *										* *									
* *										* C7.02 SANITARY SEWER GRAVITY LINE 1 STA 0+00 TO STA 5+50										* *										* *									
* *										* C7.03 SANITARY SEWER GRAVITY LINE 1 STA 5+50 TO STA 10+00										* *										* *									
* *										* C7.04 SANITARY SEWER GRAVITY LINE 1 STA 10+00 TO END										* *										* *									
* *										* C7.05 FORCEMAIN LINE 1 STA 0+00 TO STA 6+00										* *										* *									
* *										* C7.06 FORCEMAIN LINE 1 STA 5+50 TO STA 12+00										* *										* *									
* *										* C7.07 FORCEMAIN LINE 1 STA 12+00 TO END										* *										* *									
* *										* C8.01 STANDARD DETAILS										* *										* *									
* *										* C8.02 STANDARD DETAILS										* *										* *									
* *										* C8.03 STANDARD DETAILS										* *										* *									
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* *										* C8.08 STANDARD DETAILS										* *										* *									
* *										* SE-0 ELECTRICAL SYMBOL LEGEND										* *										* *									
* *										* SE-1 SITE PLAN - ELECTRICAL SERVICE										* *										* *									
* *										* SE-2 SITE PLAN - LIGHTING										* *										* *									
* *										* SE-3 4 PLEX PLAN - ELECTRICAL										* *										* *									
* *										* SE-4 PICKLEBALL / TENNIS COURTS PLAN - ELECTRICAL										* *										* *									
* *										* SE-5 SECURITY CONDUIT ROUTING PLAN										* *										* *									
* *										* SE-6 ELECTRICAL RISER DIAGRAMS										* *										* *									
* *										* SE-7 ELECTRICAL PANEL SCHEDULES										* *										* *									
* *										* SE-8 ELECTRICAL DETAILS										* *										* *									
* *										* A0.0 LIFE SAFETY PLAN										* *										* *									
* *										* A0.1 TAS DETAILS										* *										* *									
* *										* A1.0 OVERALL FLOOR PLAN & RCP										* *										* *									
* *										* A1.1 FLOOR PLAN										* *										* *									
* *										* A1.2 RCP, ROOF PLAN AND ELEVATIONS										* *										* *									
* *										* A2.0 ELEVATIONS										* *										* *									
* *										* A2.1 BUILDING SECTIONS										* *										* *									
* *										* A2.2 BUILDING AND WALL SECTIONS										* *										* *									
* *										* A2.3 SECTION DETAILS										* *										* *									
* *										* A2.4 SECTION AND DETAILS										* *										* *									
* *										* A3.0 DETAILS										* *										* *									
* *										* A4.0 4PLEX BLEACHER CANOPY										* *										* *									
* *										* A5.0 BLEACHER CANOPIES + DUGOUT COVERS										* *										* *									
* *										* MP-1.1 MECHANICAL AND PLUMBING RESTROOM BUILDING PLANS										* *										* *									
* *										* MP-2.1 MECHANICAL FLOOR PLAN RESTROOM BUILDING PLANS										* *										* *									
* *										* MP-2.2 PLUMBING FLOOR PLAN RESTROOM BUILDING PLANS										* *										* *									
* *										* MP-3.1 MECHANICAL AND PLUMBING DETAILS AND RISERS										* *										* *									
* *										* MP-4.1 MECHANICAL AND PLUMBING SCHEDULES										* *										* *									
* *										* E-1.1 ELECTRICAL RESTROOM BUILDING PLANS										* *										* *									
* *										* E-2.1 POWER FLOOR PLAN RESTROOM BUILDING PLANS										* *										* *									
* *										* E-2.2 LIGHTING FLOOR PLAN RESTROOM BUILDING PLANS										* *										* *									
* *										* E-3.1 ELECTRICAL RISER AND SCHEDULES RESTROOM BUILDING PLANS										* *										* *									
* *										* S1 STRUCTURAL GENERAL NOTES										* *										* *									
* *										* S2 FOUNDATION PLAN										* *										* *									
* *										* S3 FOUNDATION SECTIONS AND DETAILS										* *										* *									
* *										* S4 ROOF FRAMING PLAN										* *										* *									
* *										* S5 ROOF FRAMING SECTIONS AND DETAILS										* *										* *									
* *										* S6 ROOF FRAMING SECTIONS AND DETAILS										* *										* *									
* *										* S7 DUGOUT STRUCTURAL PLAN AND DETAILS										* *										* *									
* *										* S8 BLEACHER COVER STRUCTURAL PLAN AND DETAILS										* *										* *									

NO.		DATE									
REVISIONS		DESCRIPTION									
JOB NO.		7691.001		DESIGNED BY:		APL		DRAWN BY:		AAL	
CHECKED BY:		KLS		DATE:		MARCH 07, 2024		SHEET:		INDEX	
PRELIMINARY FOR REVIEW ONLY		These documents are for Bidding Purposes only and not intended for Construction or Permit Purposes. They were prepared by, or under the supervision of:		Arron P. Law		L.A.#3367		03/07/2024			
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112		TOWN OF PROSPER, COLLIN COUNTY, TEXAS		TOWN PROJECT #2122-PK		BLOCK 1, LOT 1		RAYMOND COMMUNITY PARK		SHEET INDEX	
DUNAWAY		550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107		TEL: 817.625.1141		FAX: 817.625.1144					
BID PACKAGE #1		BID PACKAGE #2		BID PACKAGE #1		BID PACKAGE #2		BID PACKAGE #1		BID PACKAGE #2	

BID PACKAGE #1 - PREVIOUSLY BID		BID PACKAGE #1 - PREVIOUSLY BID ALTERNATES	
<ul style="list-style-type: none">• EROSION CONTROL SWPPP PLAN• DEMO & EARTHWORK• TREE PROTECTION & TEMPORARY FENCE• SITE UTILITIES• UTILITIES FOR CXT BUILDING AT PICKLEBALL SHALL BE INSTALLED AND CAPPED BELOW GRADE WITHIN 5' OF FUTURE LOCATION. AS-BUILT LOCATIONS TO BE PROVIDED BY CONTRACTOR.• FIRE LANE & VEHICULAR PARKING• SITE ELECTRICAL<ul style="list-style-type: none">- PRIMARY CONDUIT, ELECTRICAL SERVICE, AND TRANSFORMERS- SPORTS LIGHTING- SCOREBOARDS- PARKING LOT LIGHTING- PEDESTRIAN LIGHTS- WALKWAY LIGHTS- SECURITY LIGHTS- SIGN LIGHTING- IRRIGATION CONTROLLERS- SHADE STRUCTURE LIGHTS- FIBER OPTIC AND TELEPHONE CONDUITS- MUSCO EQUIPMENT• IRRIGATION SLEEVES FOR PARKING / FIRELANE ONLY		<ul style="list-style-type: none">1.1. POWDER COAT MUSCO POLES1.2. S3 LIGHT POLES	
BID PACKAGE #2		BID PACKAGE #2 - ALTERNATES	
<ul style="list-style-type: none">• SITE CONCRETE• LIMESTONE BLOCK WALLS• PICKLEBALL COURTS INCLUDING MOISTURE CONDITIONING AND SELECT FILL• FOUNDATIONS FOR FABRIC SHADE STRUCTURES• FENCE• BACKSTOP NETS• BLEACHER SHADE STRUCTURE• DUGOUT ROOF• ENTRY GATEWAYS• COIT ROAD MONUMENT SIGN• RESTROOM CONCESSION BUILDING• ALUMINUM BLEACHER SEATING• PARKING LOT STRIPING & SIGNAGE• DUMPSTER ENCLOSURE• IRRIGATION SYSTEM (TOWN WATER SOURCE)• LANDSCAPE• FINE GRADE / MAINTENANCE• TURF ESTABLISHMENT• PLAYGROUND• FOOTING FOR PLAYGROUND SHADE STRUCTURE• PLAYGROUND CXT BUILDING• HANDRAILS / GUARDRAILS / ORN. IRON FENCE• SITE AMENITIES• SITE MASONRY		<ul style="list-style-type: none">2.1. CONCRETE ENHANCEMENTS2.2. CONCRETE TRAIL (FIRST ST.)2.3. CXT BUILDING AT PICKLEBALL W/ UTILITY HOOKUP2.4. MASONRY STONE AT PICKLEBALL CXT2.5. MASONRY STONE AT PLAYGROUND CXT2.6. TENNIS COURTS2.7. MOISTURE CONDITIONING / SELECT FILL AT TENNIS COURTS2.8. FABRIC SHADE STRUCTURES AT TENNIS COURTS2.9. SHADE STRUCTURE AT PLAYGROUND2.10. FIRST STREET MONUMENT SIGN2.11. IRRIGATION SYSTEM (WELL CONNECTION)2.12. WATER WELL2.13. WATER WELL / SUBMERSIBLE PUMP ELECTRICAL2.14. LANDSCAPE AS NOTED ON PLANS2.15. SITE FURNISHINGS AT BATTING CAGES2.16. PEDESTRIAN CONCRETE AT TENNIS2.17. SITE FURNISHINGS AT TENNIS2.18. PAINTED CONCRETE AT TENNIS PLAZA2.19. BATTING CAGES W/ ARTIFICIAL TURF2.20. ELECTRICAL AT PLAYGROUND PAVILION2.21. PEDESTRIAN CONCRETE TO BATTING CAGES2.22. STONE COLUMN WRAP AT PLAYGROUND SHADE STRUCTURE2.23. ZAP STAND ELECTRICAL SERVICE	



**TOWN OF PROSPER, TEXAS
PARKS AND RECREATION DEPARTMENT**

March 21, 2024

ADDENDUM NO. 1

Fifty-Nine (59) Pages

Raymond Community Park Phase 1: Bid Package #2

To: All Plan Holders of Record

From: Town of Prosper – Parks and Recreation Department (Kurt Beilharz) &
Dunaway Associates (Arron Law)

Acknowledge receipt of the Addendum by inserting its number and date on the Proposal Form. This Addendum forms a part of the Contract Documents and modifies, amends, deletes, and/or adds to the Drawings and Project Manual as follows:

The following items are noted for clarification and information:

1. On drawing L3.08, it shows riser mounted "T" brackets for the (Terraced Seating) areas, however, the specifications are specifying (Southern Bleacher) a 3 1/2" Z bracket, which would be tread mounted. There are a few issues that I'm seeing with either option. If you try to go with a riser mounted bracket, the rise that is shown (6") is not tall enough to support a riser mounted bracket, so realistically, the only option is to provide a tread mounted bracket. However, if you go with a tread mounted "Z" bracket, you will need to increase the size of the (3 1/2") Z bracket, because with a 6" rise, 3 1/2" Z bracket, and 1 1/2" seat board, you are only going to have an 11" seat height which is extremely low. The biggest Z bracket we could offer would be a 7 1/2", so that would increase that seat height to 15" which is closer to the industry standard 17" seat height. The alternative option would be to provide a tread mounted pedestal bracket (see 4th attachment). - Let us know your thoughts on how to proceed.
 - o ***The riser where the terraced seating bleacher is being mounted to is 1'-0" as shown in the drawings. A "T" bracket will be able to attach to the face of the 12" riser.***
2. Field #2 bleachers, it is calling for 5 row x 15'-0" bleachers, however, drawing L3.08 is scaling closer to a 21'-0" long bleacher, so just want to confirm the size needed for this specific field.
 - o ***A 15' long bleacher per the specifications should be provided.***
3. Irrigation Updates

Attachment E- Drawings (continued)

Item 20.

Raymond Community Park Phase 1: Bid Package #2
Addendum No. 1

- ***Additional notes to the irrigation plans clarifying the need for gasketed pipe with MJ ductile iron fittings, concrete thrust blocks, and two air relief valves. See attached irrigation plans (See attached sheets L5.00-L5.23)***
 - ***Brass Gate Valves have been switched to 4" Mechanical Joint Gate Valves. (See attached Sheets L5.00-L5.23)***
 - ***Additional Temporary Irrigation bid item added to the bid form. (See attached revised bid form)***
4. The ball fields 1 - 4 each have their own controller and Arad. I need help deciphering what valves goes to the interior controller and what valves go to the Site Controller?
- ***Sub Controller CF will control all of the fields***
 - ***Sub Controller CS will control the remaining irrigation (all but the fields)***
 - ***The Main controller will control all of the valves, through both sub controllers***

Note: The fields are separate from everything else, and each field has its own mainline. The ball field controllers have 12 available station outputs which includes 1 for the Arad solenoid. Jay Johnson with Inter-spec will be the main contact for installation. jjohnson@inter-spec.com, 214-837-7536

5. Chain Link Fence Updates

- ***Technical Specification Section 02830 – Chain Link Fencing & Backstops has been modified to show all metal components to be powder coated and fence fabric to be vinyl coated. (See attached revised Section 02830)***
- ***Detail C/L3.04 footing dimensions removed to not conflict with structural footing. (See attached sheet L3.04)***
- ***Chainlink fencing details modified to callout the standard 5/16" carriage bolt rather than a 3/8" carriage bolt. (See attached sheets L3.04/L3.05)***
- ***Chainlink fence footings revised to omit rebar. (See attached sheet L3.18)***

6. Sidewalk Paving Updates:

- ***4" concrete has been removed from the Sidewalk Paving legend. All concrete should be a minimum of 5" thick. (See revised sheets C2.04-C2.07)***

END OF ADDENDUM NO. 1

IRRIGATION SCHEDULE

SYMBOL

20 2H 4Q 4H 6Q 6H

ES LCS RCS CS SS

Q H F

Q T H F

Q T H F

Q T H F

Q T H F

Q H

4 6 8 10 12 14 16

250 500 50H 10H 10F 20F

SYMBOL

20

25

1.5

4.0

6.0

8.0

MANUFACTURER/MODEL/DESCRIPTION

SPRAY: HUNTER PROS-06/04-PRS30 SR SERIES
SPRAY, 30 PSI REGULATED 6IN. POP-UP. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL. INSTALL 6" POP UP IN ALL SHRUB PLANTING AREAS. INSTALL 4" POP UP IN ALL GRASS AREAS

SPRAY: HUNTER PROS-06/04-PRS30 STRIP SERIES
SPRAY, 30 PSI REGULATED 6IN. POP-UP. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL. INSTALL 6" POP UP IN ALL SHRUB PLANTING AREAS. INSTALL 4" POP UP IN ALL GRASS AREAS

SPRAY: HUNTER PROS-06/04-PRS30 5 SERIES
SPRAY, 30 PSI REGULATED 6IN. POP-UP. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL. INSTALL 6" POP UP IN ALL SHRUB PLANTING AREAS. INSTALL 4" POP UP IN ALL GRASS AREAS

SPRAY: HUNTER PROS-06/04-PRS30 8 SERIES
SPRAY, 30 PSI REGULATED 6IN. POP-UP. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL. INSTALL 6" POP UP IN ALL SHRUB PLANTING AREAS. INSTALL 4" POP UP IN ALL GRASS AREAS

SPRAY: HUNTER PROS-06/04-PRS30 10 SERIES
SPRAY, 30 PSI REGULATED 6IN. POP-UP. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL. INSTALL 6" POP UP IN ALL SHRUB PLANTING AREAS. INSTALL 4" POP UP IN ALL GRASS AREAS

SPRAY: HUNTER PROS-06/04-PRS30 12 SERIES
SPRAY, 30 PSI REGULATED 6IN. POP-UP. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL. INSTALL 6" POP UP IN ALL SHRUB PLANTING AREAS. INSTALL 4" POP UP IN ALL GRASS AREAS

SPRAY: HUNTER PROS-06/04-PRS30 15 SERIES
SPRAY, 30 PSI REGULATED 6IN. POP-UP. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL. INSTALL 6" POP UP IN ALL SHRUB PLANTING AREAS. INSTALL 4" POP UP IN ALL GRASS AREAS

SPRAY: HUNTER PROS-06/04-PRS30 17 SERIES
SPRAY, 30 PSI REGULATED 6IN. POP-UP. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL. INSTALL 6" POP UP IN ALL SHRUB PLANTING AREAS. INSTALL 4" POP UP IN ALL GRASS AREAS

SPRAY: HUNTER PROS-06/04-PRS30 ADJ SERIES
SPRAY, 30 PSI REGULATED 6IN. POP-UP. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL. INSTALL 6" POP UP IN ALL SHRUB PLANTING AREAS. INSTALL 4" POP UP IN ALL GRASS AREAS

BUBBLER:HUNTER PROS-04-MSBN 10F
MULTI-STREAM BUBBLER, 4" POP-UP, 25 QUARTER

MANUFACTURER/MODEL/DESCRIPTION

BALL FIELD ROTOR: HUNTER I-40-04-SS 08
TURF ROTOR, 6IN. POP-UP. ADJUSTABLE TO FULL CIRCLE. DRAIN CHECK VALVE, STAINLESS STEEL RISER, 1IN. FEMALE NPT INLET THREADS, STANDARD NOZZLE.

BALL FIELD ROTOR: HUNTER I-40-04-SS 25
TURF ROTOR, 6IN. POP-UP. ADJUSTABLE TO FULL CIRCLE. DRAIN CHECK VALVE, STAINLESS STEEL RISER, 1IN. FEMALE NPT INLET THREADS, STANDARD NOZZLE.

ROTOR: HUNTER I-20-06 1.5
TURF ROTOR, 6IN. POP-UP. ADJUSTABLE AND FULL CIRCLE. PLASTIC RISER. DRAIN CHECK VALVE, STANDARD NOZZLE.

ROTOR: HUNTER I-20-06 3.0
TURF ROTOR, 6IN. POP-UP. ADJUSTABLE AND FULL CIRCLE. PLASTIC RISER. DRAIN CHECK VALVE, STANDARD NOZZLE.

ROTOR: HUNTER I-20-06 4.0
TURF ROTOR, 6IN. POP-UP. ADJUSTABLE AND FULL CIRCLE. PLASTIC RISER. DRAIN CHECK VALVE, STANDARD NOZZLE.

ROTOR: HUNTER I-20-06 8.0
TURF ROTOR, 6IN. POP-UP. ADJUSTABLE AND FULL CIRCLE. PLASTIC RISER. DRAIN CHECK VALVE, STANDARD NOZZLE.

SYMBOL

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MANUFACTURER/MODEL/DESCRIPTION

CONTROL VALVE: HUNTER ICV
1", 1-1/2", 2", AND 3" PLASTIC ELECTRIC REMOTE CONTROL VALVES, WITH NPT THREADED INLET/OUTLET, FOR COMMERCIAL/MUNICIPAL USE.

QUICK COUPLER: RAIN BIRD 5-NP
1IN. BRASS QUICK-COUPLING VALVE. WITH CORROSION-RESISTANT STAINLESS STEEL SPRING, LOCKING NON-POTABLE PURPLE RUBBER COVER, AND 1-PIECE BODY. INSTALL QUICK COUPLERS ON FIELDS, QTY-4, IN 10" ROUND VAVLE BOXES. CONTROL QUICK COUPLERS THROUGH PHONE APP.

BALL VAVLE: LASCO

GATE VALVE: 4" MECHANICAL JOINT

MAIN ARAD: FLOW METER/MASTER VALVE 3"

PART# IS-BM-60

AC 1=100

INSTALL 6 WIRES (NO RED OR WHITE)

COLOR 1: 2-SOLENOID

COLOR 2: 2-DATA

COLOR 3: 2-EXTRA

INSTALL 12 GUAGE WIRE FROM ACE CONTROLLER TO POINT OF CONNECTION.

SUB ARAD: FLOW METER/MASTER VALVE 3"

PART# IS-BM-30

AC 1=10

INSTALL 6 WIRES (NO RED OR WHITE)

COLOR 1: 2-SOLENOID

COLOR 2: 2-DATA

COLOR 3: 2-EXTRA

BACKFLOW: FEBCO 850 DCA MASTER SERIES 3"

DOUBLE CHECK BACKFLOW PREVENTION, 2-1/2IN. TO 10IN..

MAIN CONTROLLER: MOTOROLA ACE
INTERIOR WALL MOUNT CONTROLLER WITH SURGE 80 STATION

PART# IS-ASA-IPU-RN-WS
CONTROLLER CABINET 34"WIDE X 45" TALL X 10" DEEP CONTRACTOR TO COORDINATE DOOR HINGE SIDE WITH MANUFACTURER.

SUB CONTROLLER FIELDS: MOTOROLA IRRINER M
EXTERIOR PEDESTAL MOUNT CONTROLLER WITH SURGE 12 STATION

PART# IS-R1A-RU-SS

SUB CONTROLLER SITE: MOTOROLA M

EXTERNAL PEDESTAL MOUNT

48 STATION

PART# IS-R4A-RU-SS

RAIN/FREEZE SENSOR: HUNTER WRF-CLIK

RAIN/FREEZE SENSOR, INSTALL WITHIN 1000 FT OF CONTROLLER, IN LINE OF SIGHT, 22-28 VAC/VDC 100 MA POWER FROM TIMER TRANSFORMER. MOUNT AS NOTED. INCLUDES GUTTER MOUNT.

BOOSTER PUMP - BASE BID

INCONTROL

150 GPM AT 75 PSI BOOSTER

20 HP PUMP/MOTOR

MONSOON SERIES, APPROX 6' L X 3'-7" D X 6'H

480 VOLT/3 PHASE OR 240 VOLT/3 PHASE

SUBMERSIBLE PUMP - BID ALT

150 GPM AT 155 PSI BOOSTER

25 HP MAIN PUMP/MOTOR & 7.5 HP JOCKEY PUMP/MOTOR

SUBMARINE TURBINE SERIES WITH SELF CLENAING FILTER

APPROX 6' L X 4'W X 4' H

240 VOLT/3 PHASE

WATER METER 4"

STATIC PRESSURE - BASE BID PROVIDED BY THE CITY ON 9/7/2023.

POINT OF CONNECTION 4" - BID ALT

IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21

IRRIGATION MAINLINE: PVC SCHEDULE 40

4" MINIMUM MAINLINE, TYP.

PIPE SLEEVE: PVC SCHEDULE 40

BID PACKAGE #1: SLEEVING FOR PARKING AND FIRELANES ONLY

BID PACKAGE #2: REMAINING SITE CONCRETE SLEEVING

IRRIGATION MAINLINE

IRRIGATION SUB-MAINLINE

BID ALT - PURPLE PIPE AND EQUIPMENT

NOTES:

- ALL PIPE 3" AND LARGER NEEDS TO BE GASKETED PIPE WITH MJ DUCTILE IRON FITTINGS AND CONCRETE THRUST BLOCKS.
- THE SYSTEM WILL REQUIRE A MINIMUM OF TWO AIR RELIEF VALVE TO BE FIELD LOCATED.



GRAPHIC SCALE

0 150 300

1 inch = 150'

OVERALL IRRIGATION PLAN



550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Phone: 817.741.1121
Fax: 817.741.1122

RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #:2122-PK

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under the supervision of:
Janel M. Moody
L.I.#20529

JOB NO. 7691.001

DESIGNED BY: JMM

DRAWN BY: JMM

CHECKED BY: KLS

DATE: MARCH 13, 2024

SHEET:

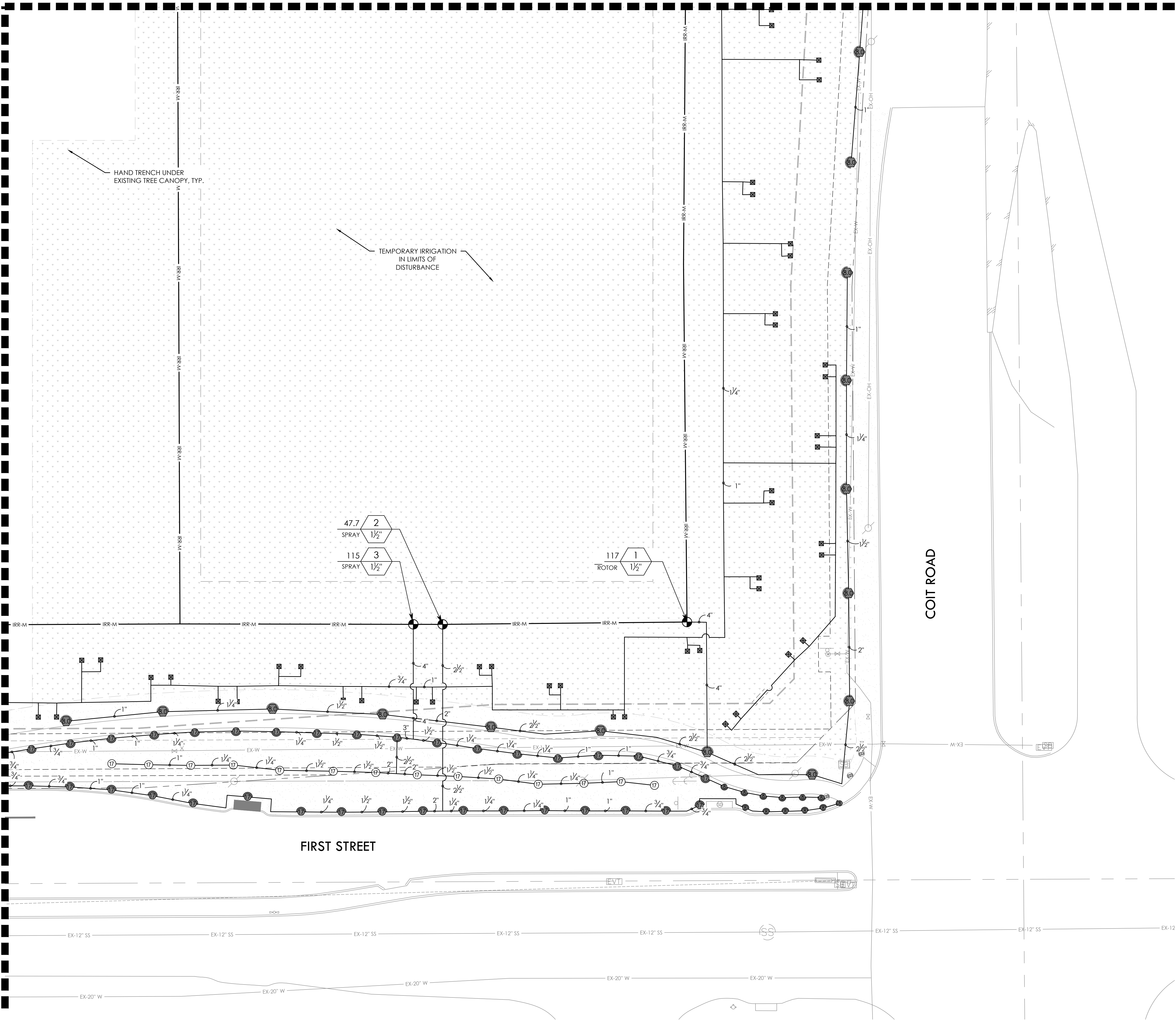
L5.00

BID PACKAGE #2

BID PACKAGE #1

MATCHLINE (SEE SHEET L5.02)

MATCHLINE (SEE SHEET L5.08)



NOTES:

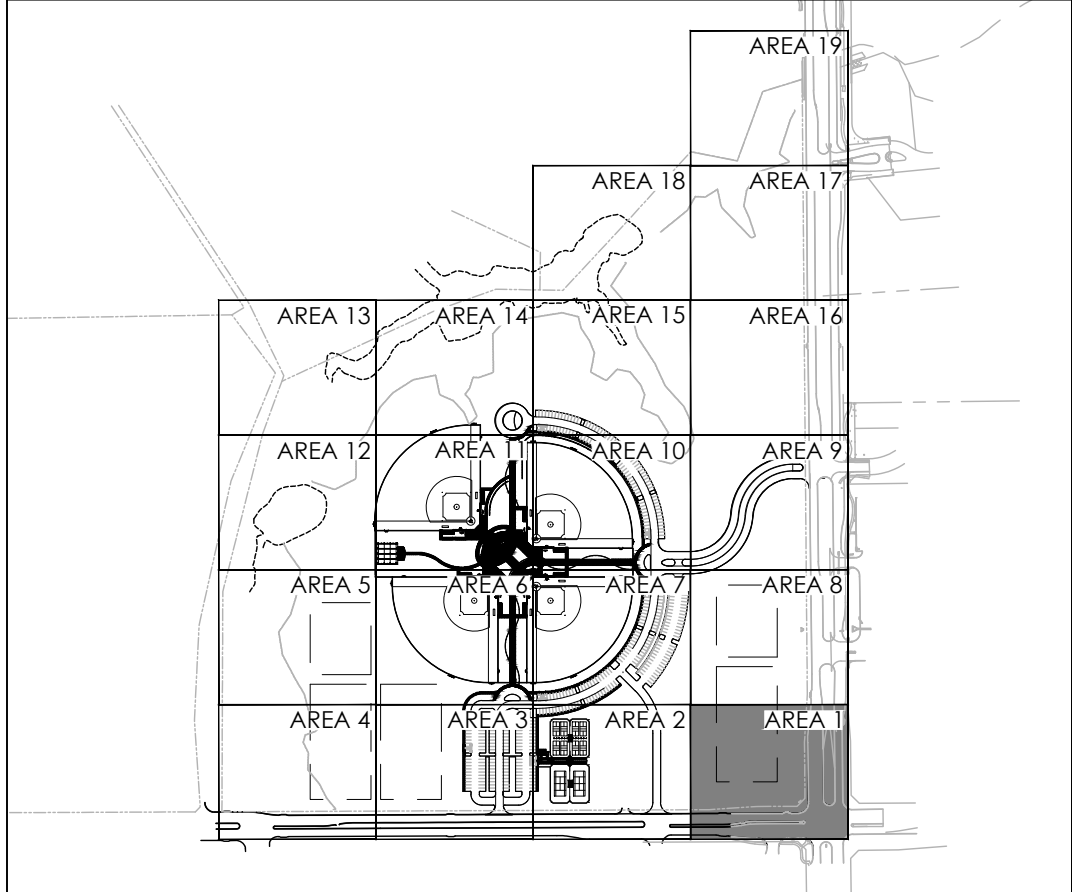
1. ALL PIPE 3" AND LARGER NEEDS TO BE GASKETED PIPE WITH MJ DUCTILE IRON FITTINGS AND CONCRETE THRUST BLOCKS.
2. THE SYSTEM WILL REQUIRE A MINIMUM OF TWO AIR RELIEF VALVE TO BE FIELD LOCATED.

BID PACKAGE #1:
SLEEVING FOR PARKING AND FIRELANES ONLY

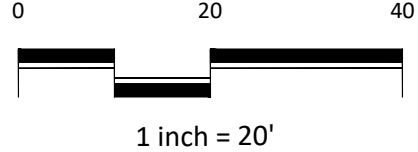
BID PACKAGE #2:
REMAINING SITE CONCRETE SLEEVING

REFER TO L5.00 FOR FULL IRRIGATION SCHEDULE

KEY MAP



GRAPHIC SCALE



IRRIGATION PLAN - AREA 1

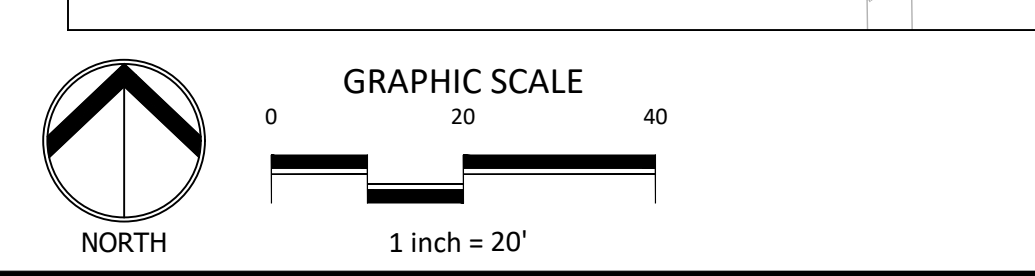


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SHEET:	L5.01

BID PACKAGE #1 BID PACKAGE #2

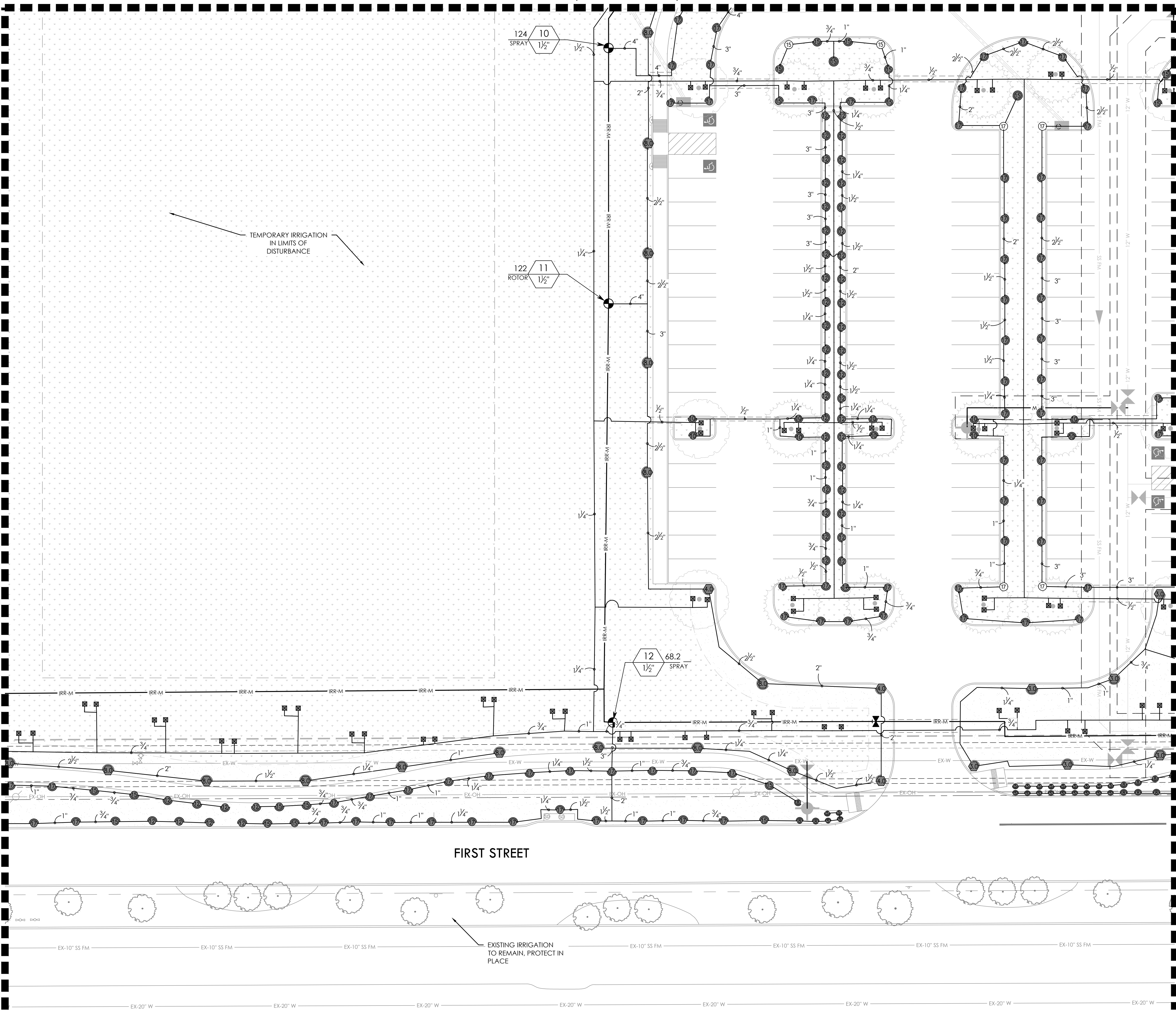


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CHECKED BY:	KLS
DATE:	MARCH 13, 2024
SHEET:	L5.02

MATCHLINE (SEE SHEET L5.04)

MATCHLINE (SEE SHEET L5.06)

MATCHLINE (SEE SHEET L5.02)



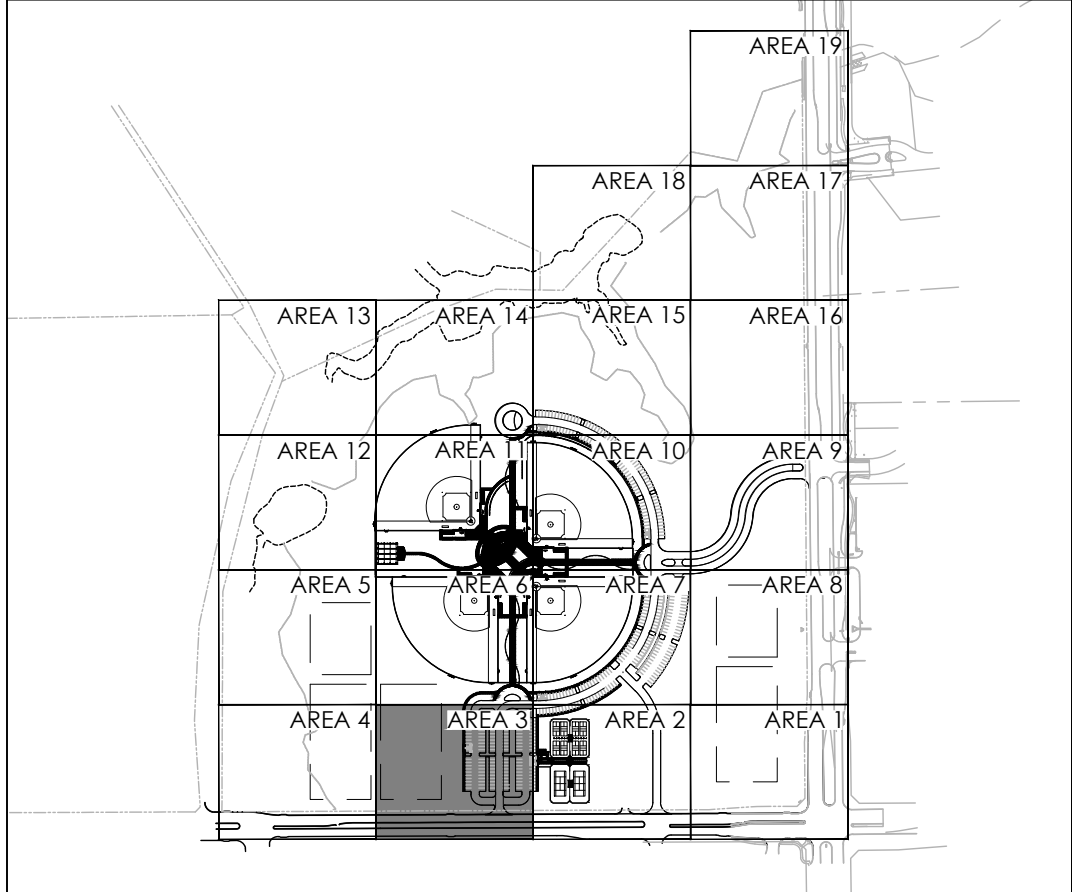
- NOTES:
1. ALL PIPE 3" AND LARGER NEEDS TO BE GASKETED PIPE WITH MJ DUCTILE IRON FITTINGS AND CONCRETE THRUST BLOCKS.
 2. THE SYSTEM WILL REQUIRE A MINIMUM OF TWO AIR RELIEF VALVE TO BE FIELD LOCATED.

BID PACKAGE #1:
SLEEVING FOR PARKING AND FIRELANES ONLY

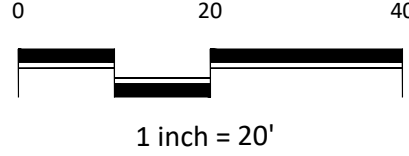
BID PACKAGE #2:
REMAINING SITE CONCRETE SLEEVING

REFER TO L5.00 FOR FULL IRRIGATION SCHEDULE

KEY MAP



GRAPHIC SCALE



IRRIGATION PLAN - AREA 3



RAYMOND COMMUNITY PARK
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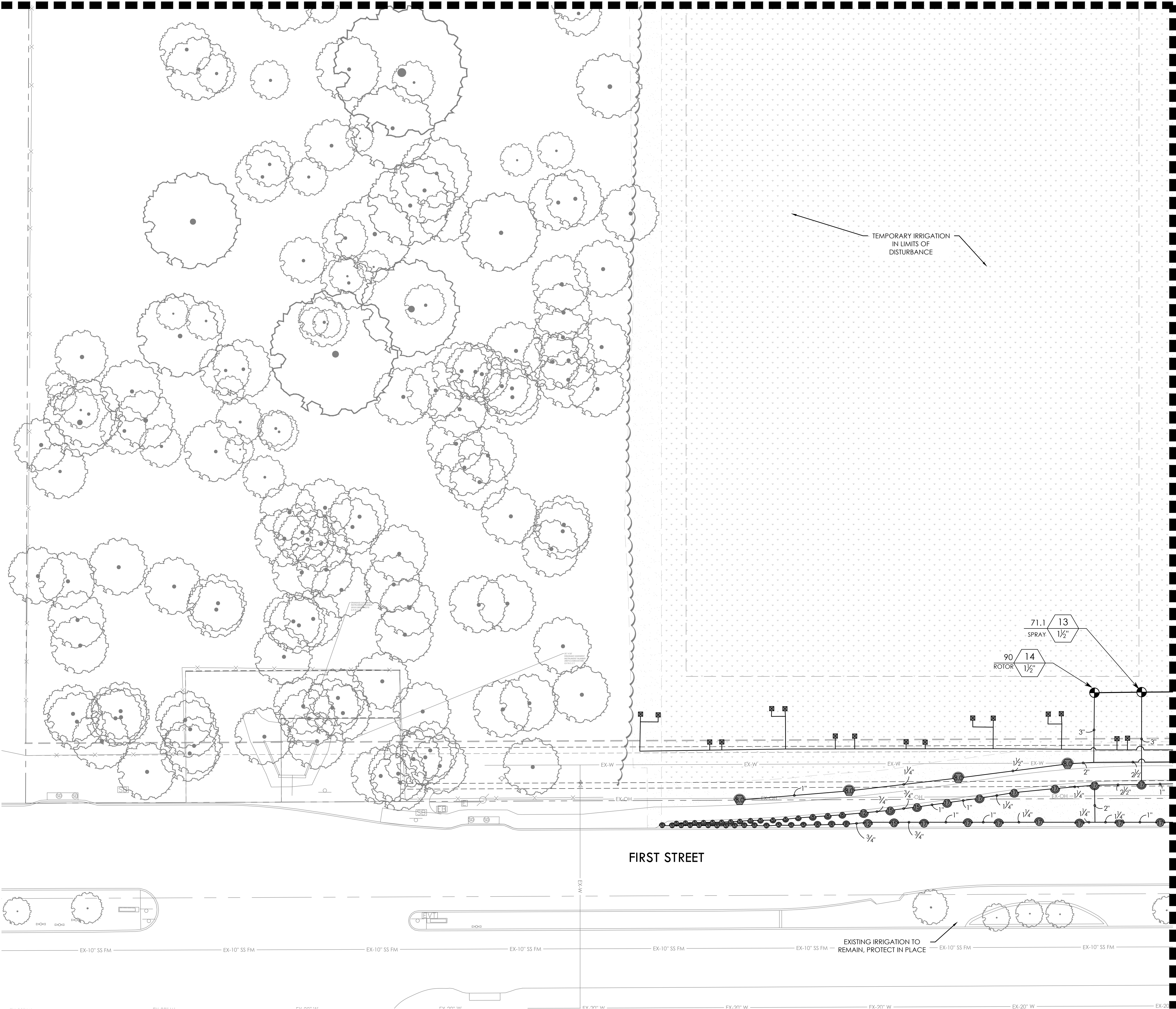
JOB NO.	7691.001
DESIGNED BY:	JMM
DRAWN BY:	JMM
CHECKED BY:	KLS
DATE:	MARCH 13, 2024
SHEET:	L5.03

BID PACKAGE #1

BID PACKAGE #2

L5.03

MATCHLINE (SEE SHEET L5.05)



TEMPORARY IRRIGATION
IN LIMITS OF
DISTURBANCE

MATCHLINE (SEE SHEET L5.03)

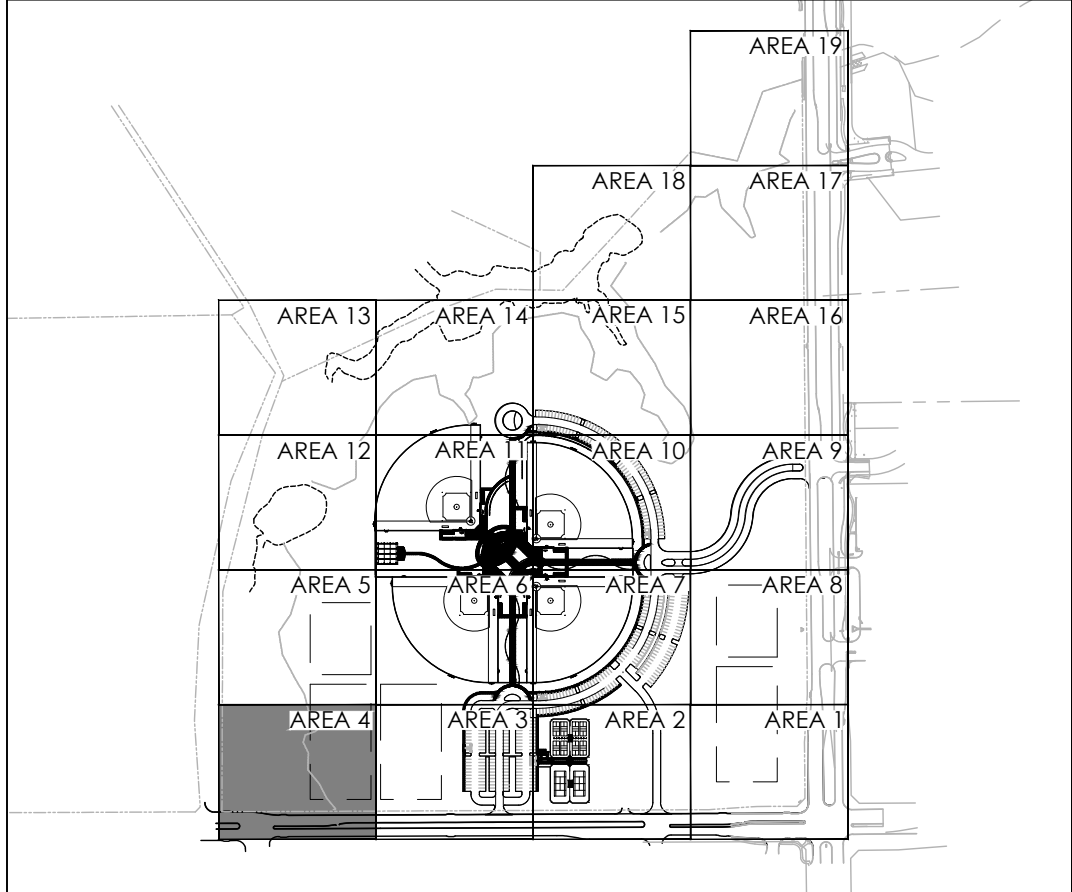
- NOTES:
- 1. ALL PIPE 3" AND LARGER NEEDS TO BE GASKETED PIPE WITH MJ DUCTILE IRON FITTINGS AND CONCRETE THRUST BLOCKS.
 - 2. THE SYSTEM WILL REQUIRE A MINIMUM OF TWO AIR RELIEF VALVE TO BE FIELD LOCATED.

BID PACKAGE #1:
SLEEVING FOR PARKING AND FIRELANES ONLY

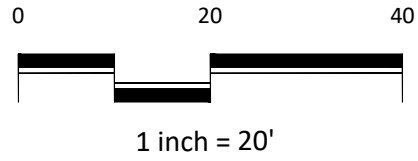
BID PACKAGE #2:
REMAINING SITE CONCRETE SLEEVING

REFER TO L5.00 FOR FULL IRRIGATION SCHEDULE

KEY MAP



GRAPHIC SCALE



IRRIGATION PLAN - AREA 4



RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #: 2122-PK

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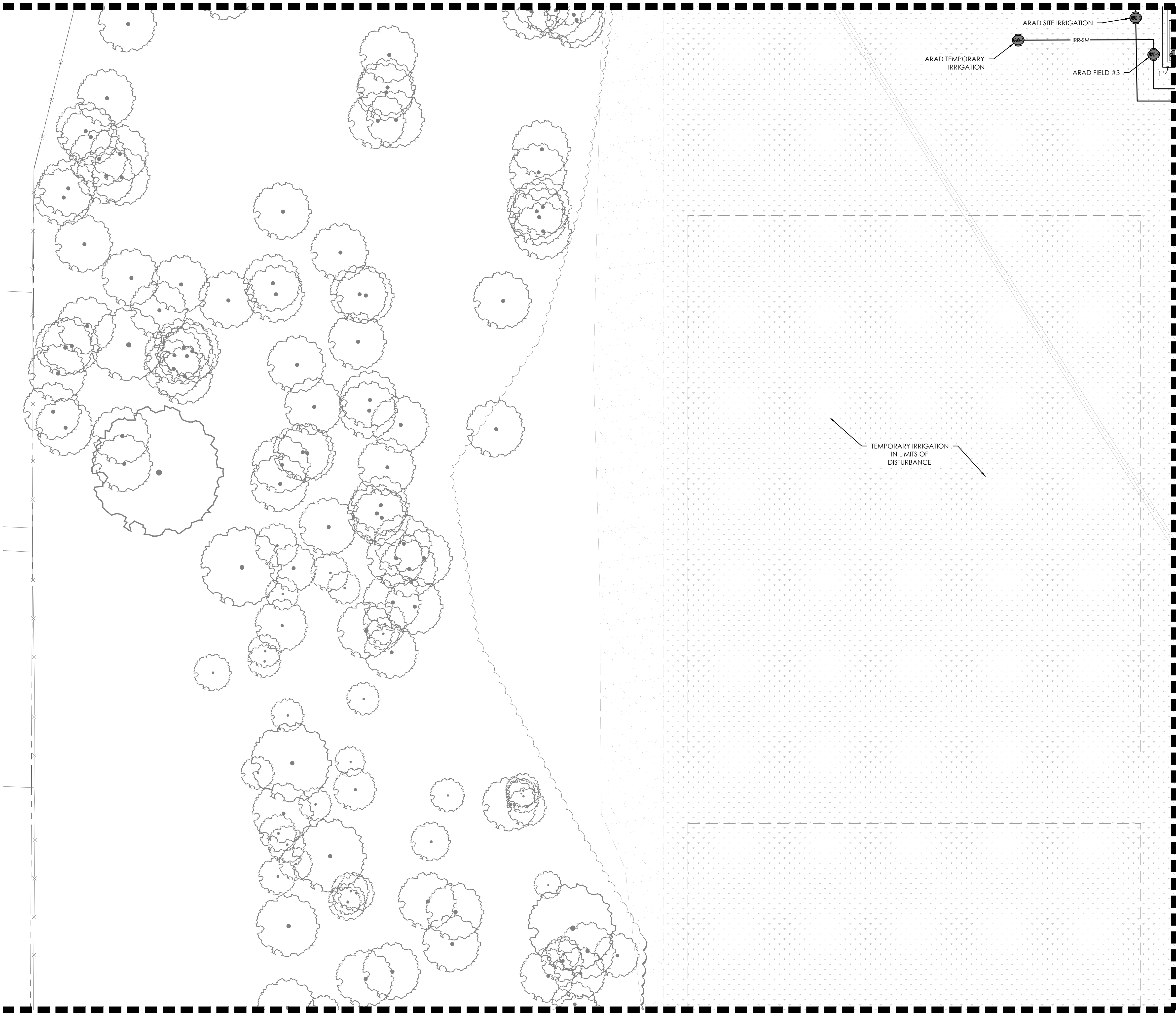
JOB NO.	7691.001
DESIGNED BY:	JMM
DRAWN BY:	JMM
CHECKED BY:	KLS
DATE:	MARCH 13, 2024
SHEET:	L5.04

BID PACKAGE #1 BID PACKAGE #2

FULL PATH: T:\production files\7691\IA\Drawings\Plan Sheets\7691-Irrigation Plan

FILENAME: 7691-Irrigation Plan.dwg
PLOT DATE: Thursday, March 21, 2024

MATCHLINE (SEE SHEET L5.12)



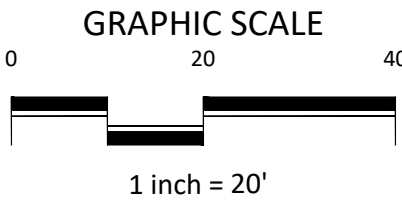
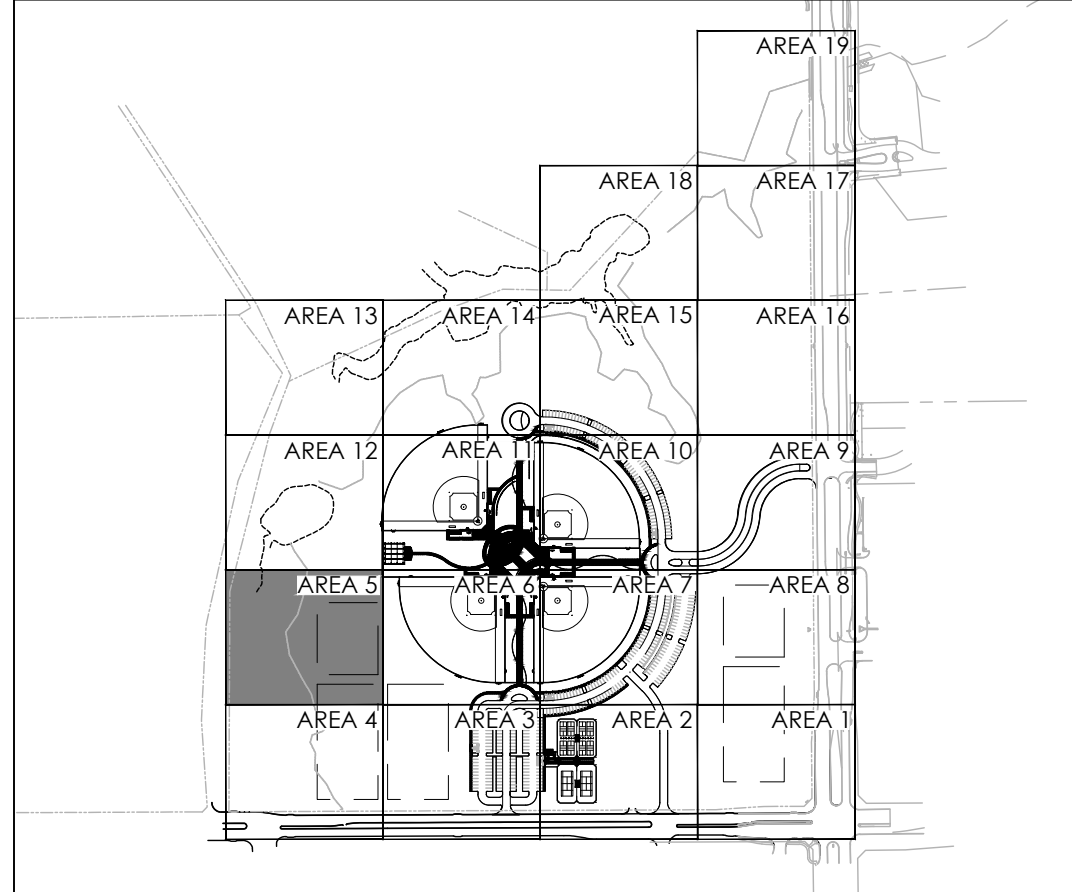
- NOTES:
- 1. ALL PIPE 3" AND LARGER NEEDS TO BE GASKETED PIPE WITH MJ DUCTILE IRON FITTINGS AND CONCRETE THRUST BLOCKS. THE SYSTEM WILL REQUIRE A MINIMUM OF TWO AIR RELIEF VALVE TO BE FIELD LOCATED.
 - 2.

BID PACKAGE #1:
SLEEVING FOR PARKING AND FIRELANES ONLY

BID PACKAGE #2:
REMAINING SITE CONCRETE SLEEVING

REFER TO L5.00 FOR FULL IRRIGATION SCHEDULE

KEY MAP



REVISIONS		DESCRIPTION
NO.	DATE	
1.	3/20/2024	GMP#2 Addendum No. 1

IRRIGATION PLAN - AREA 5

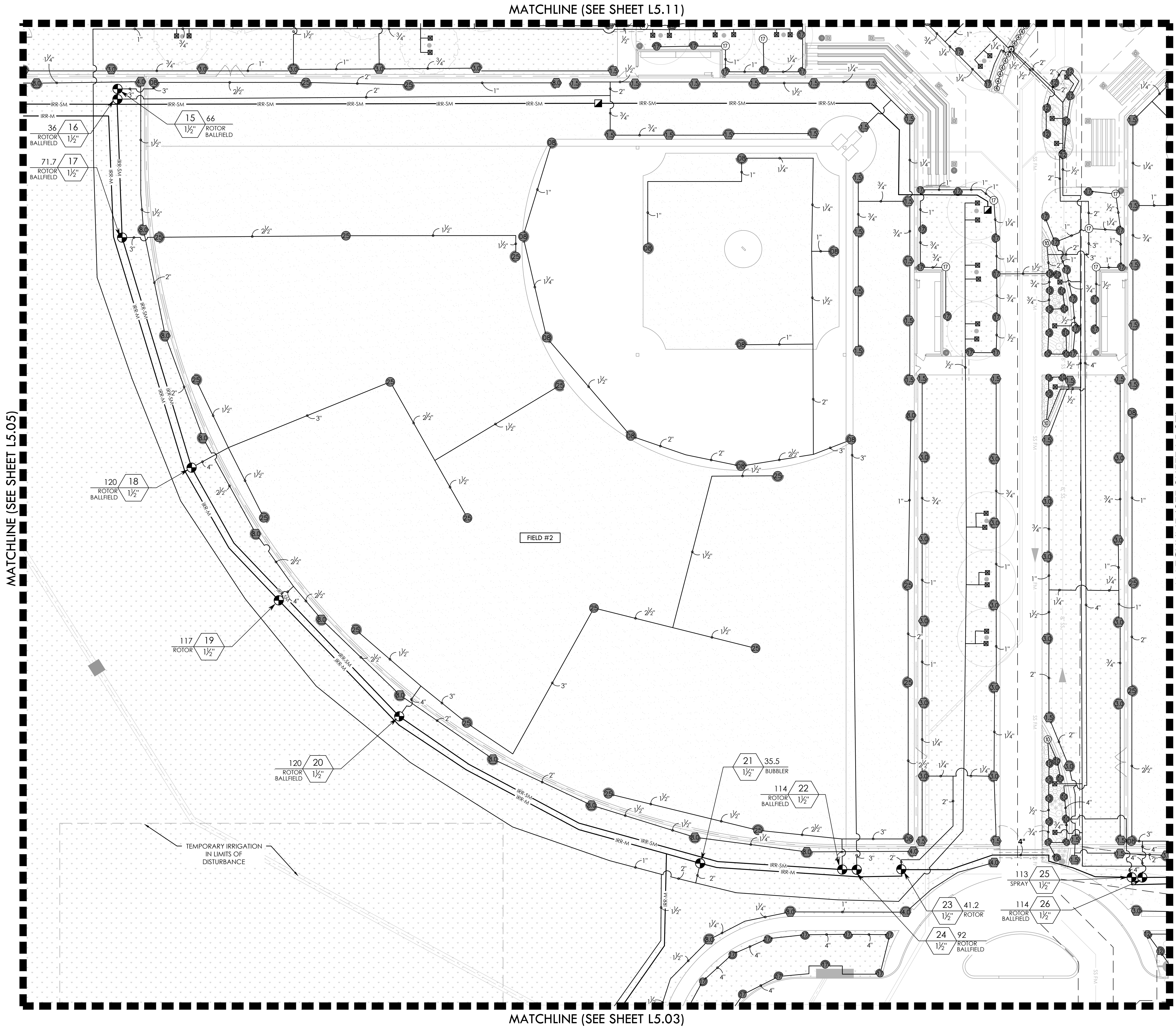
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PH: 817.741.1144

RAYMOND COMMUNITY PARK
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JOB NO.	7691.001
DESIGNED BY:	JMM
DRAWN BY:	JMM
CHECKED BY:	KLS
DATE:	MARCH 13, 2024
SHEET:	L5.05

BID PACKAGE #1 | BID PACKAGE #2



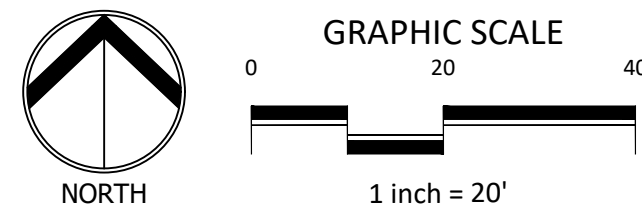
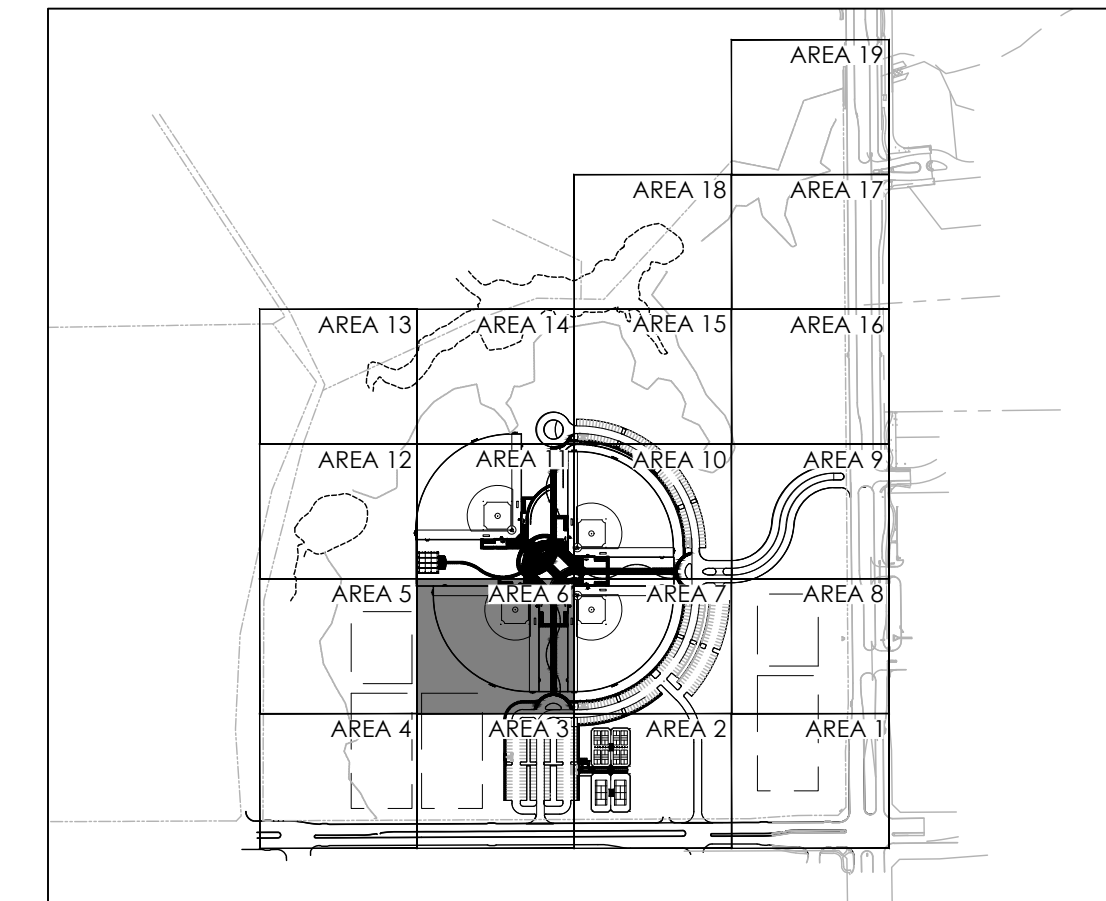
- NOTES:
1. ALL PIPE 3" AND LARGER NEEDS TO BE GASKETED PIPE WITH MJ DUCTILE IRON FITTINGS AND CONCRETE THRUST BLOCKS.
 2. THE SYSTEM WILL REQUIRE A MINIMUM OF TWO AIR RELIEF VALVE TO BE FIELD LOCATED.

BID PACKAGE #1:
SLEEVING FOR PARKING AND FIRELANES ONLY

BID PACKAGE #2:
REMAINING SITE CONCRETE SLEEVING

REFER TO L5.00 FOR FULL IRRIGATION SCHEDULE

KEY MAP



REVISIONS		DESCRIPTION	
NO.	DATE		
1.	3/20/2024	GMP#2 Addendum No. 1	

IRRIGATION PLAN - AREA 6

DUNAWAY

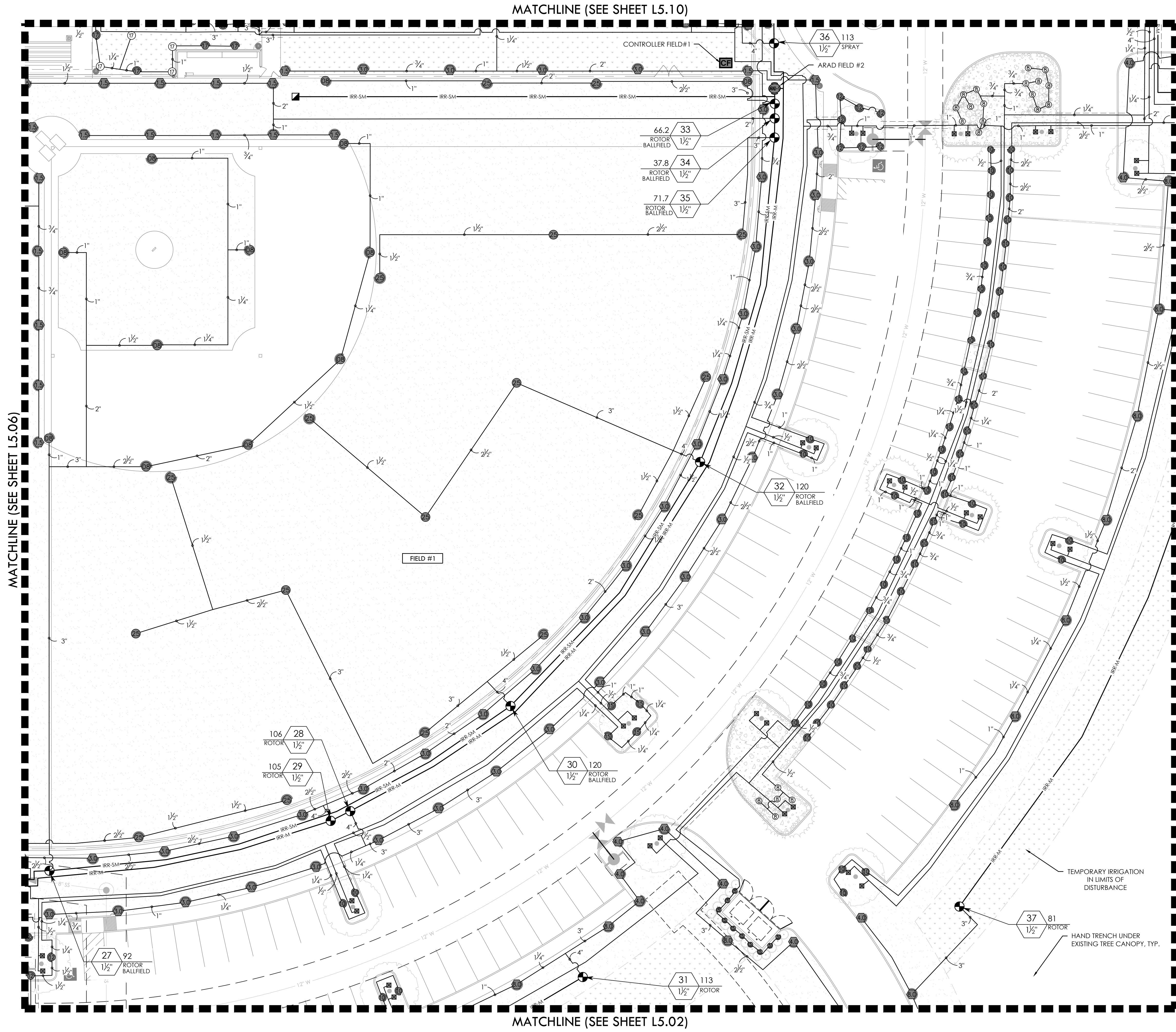
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
PH: 817.411.1144

RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1

WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #: 2122-PK

PRELIMINARY FOR REVIEW ONLY These documents are for Design Review and not intended for Construction, Bidding or Permit Purposes. They were prepared by, or under the supervision of: Janel M. Moody L.I.#20529	
JOB NO.	7691.001
DESIGNED BY:	JMM
DRAWN BY:	JMM
CHECKED BY:	KLS
DATE:	MARCH 13, 2024
SHEET:	L5.06

BID PACKAGE #1 BID PACKAGE #2

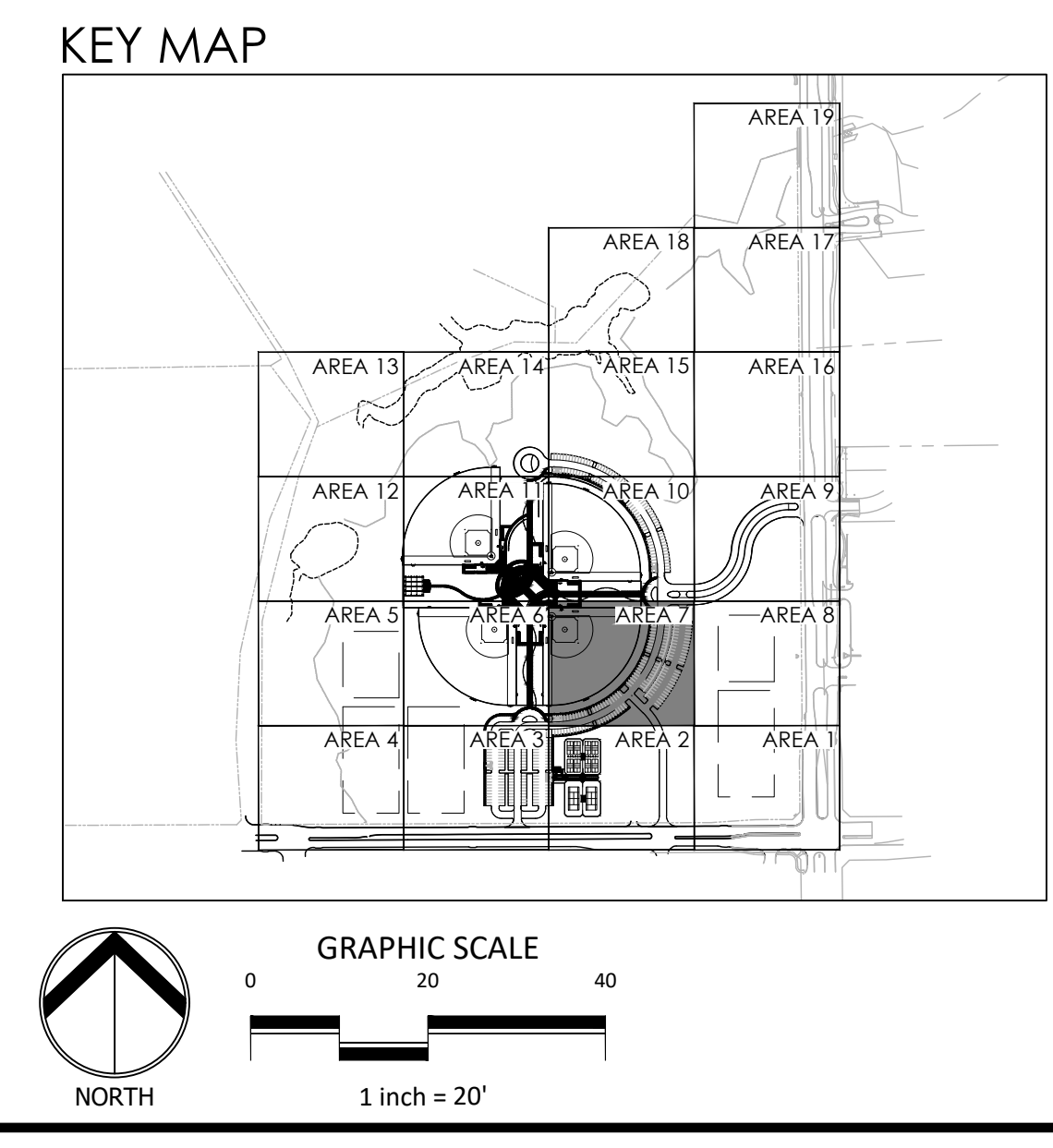


- NOTES:
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REVISIONS		DESCRIPTION	
NO.	DATE		
1.	3/20/2024	GMP#2 Addendum No. 1	

IRRIGATION PLAN - AREA 7

DUNAWAY
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PH: 817.411.1144

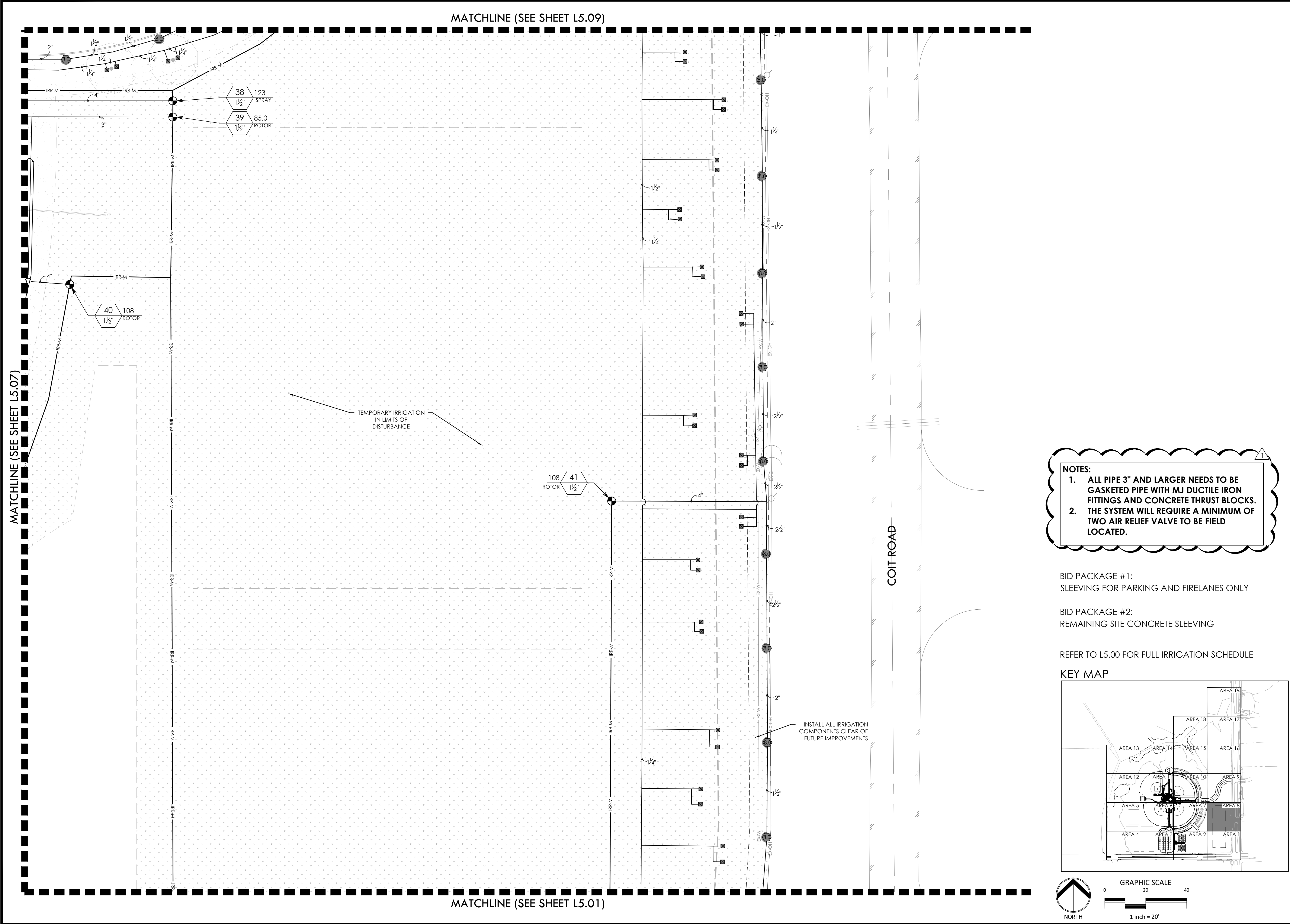
RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #: 2122-PK

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Janel M. Moody
L.I.#20529

JOB NO. 7691.001
DESIGNED BY: JMM
DRAWN BY: JMM
CHECKED BY: KLS
DATE: MARCH 13, 2024
SHEET: L5.07

BID PACKAGE #1

BID PACKAGE #2

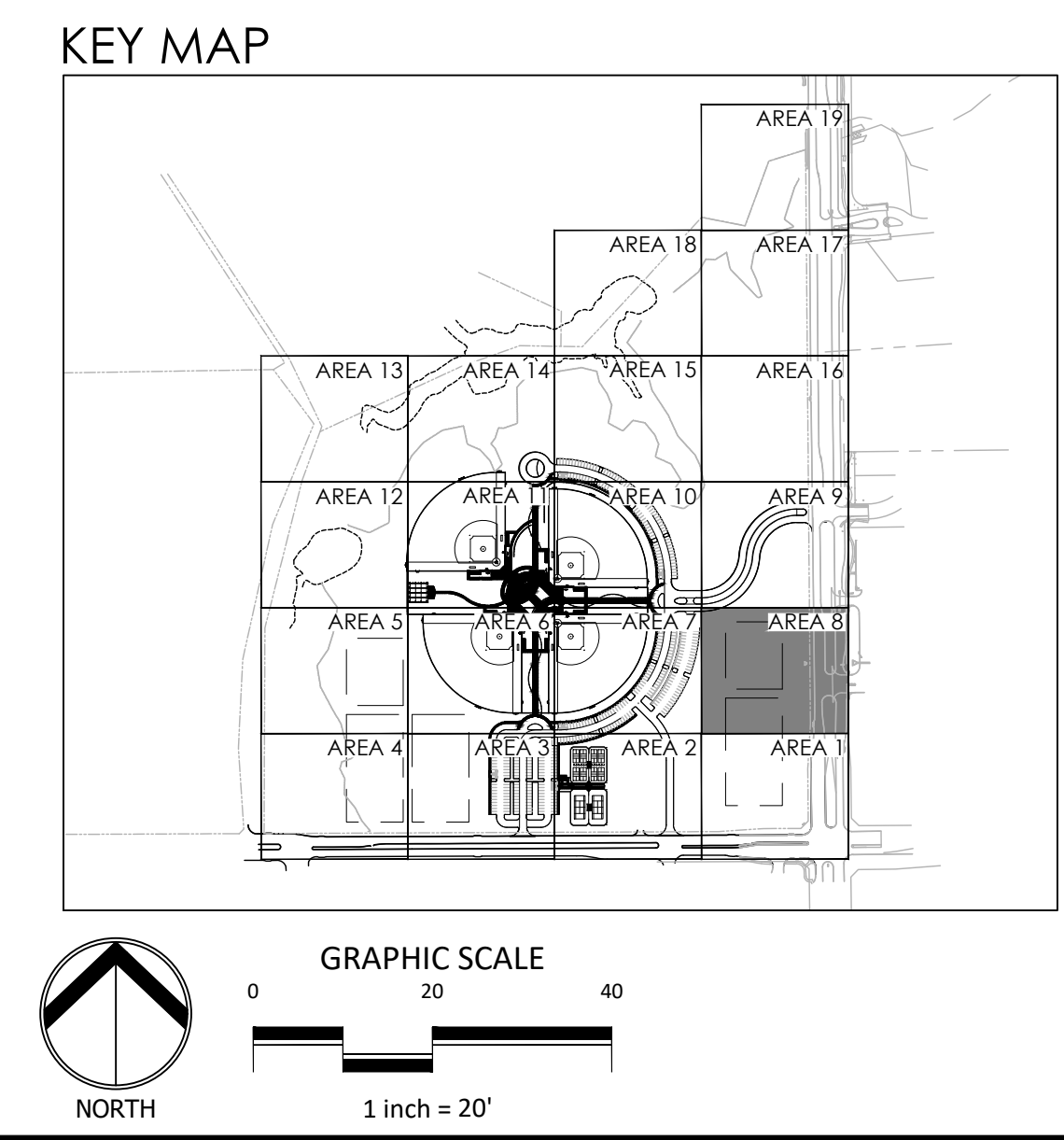


- NOTES:
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BID PACKAGE #2:
REMAINING SITE CONCRETE SLEEVING

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REVIEWS		DESCRIPTION	
NO.	DATE		
1.	3/20/2024	GMP#2 Addendum No. 1	

IRRIGATION PLAN - AREA 8

550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
PH: 817.741.1144

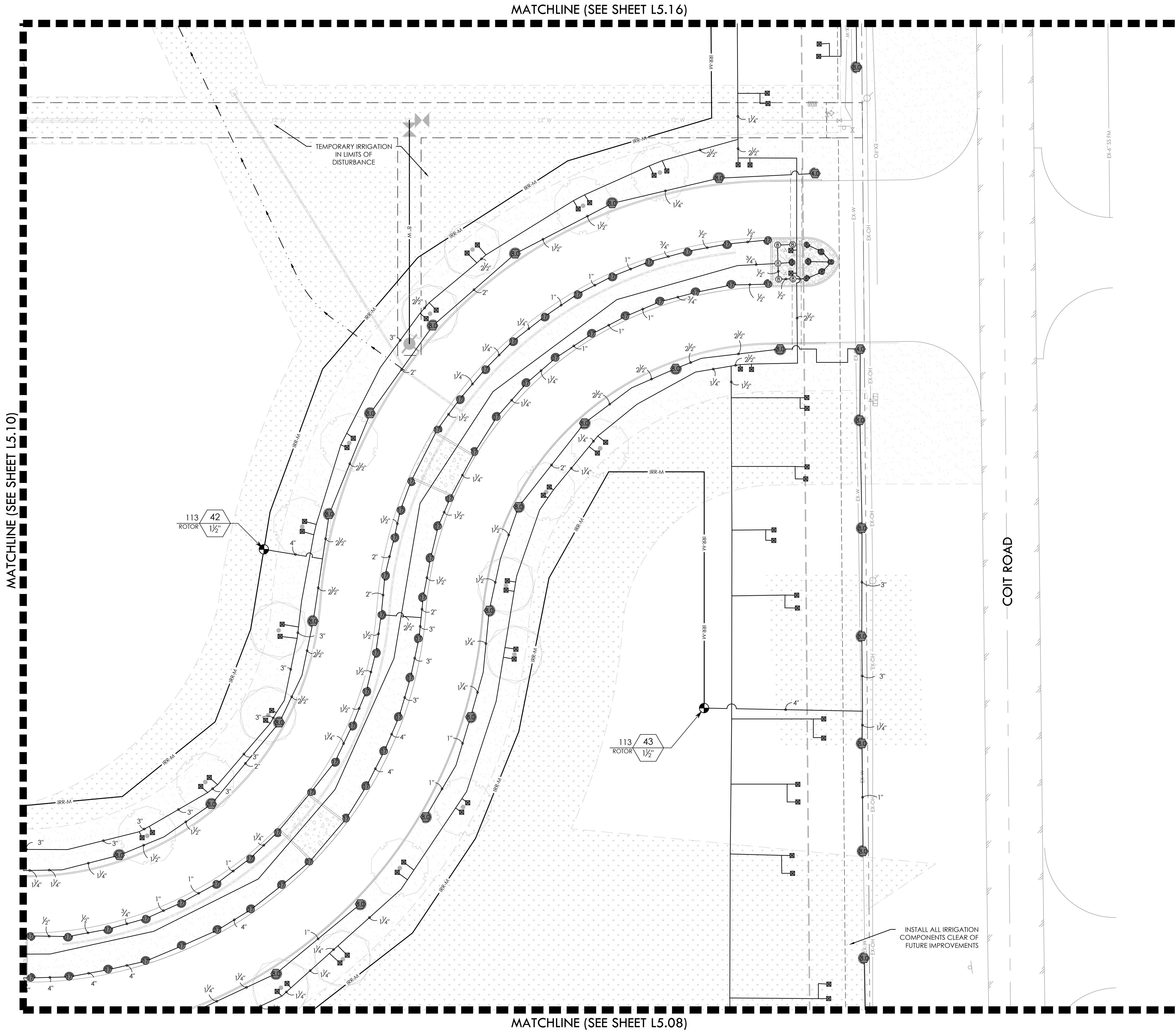
RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #: 2122-PK

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L.I.#20529

JOB NO.	7691.001
DESIGNED BY:	JMM
DRAWN BY:	JMM
CHECKED BY:	KLS
DATE:	MARCH 13, 2024
SHEET:	L5.08

BID PACKAGE #1

BID PACKAGE #2



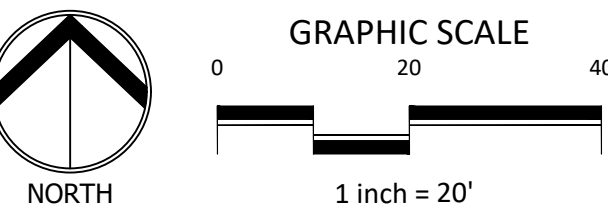
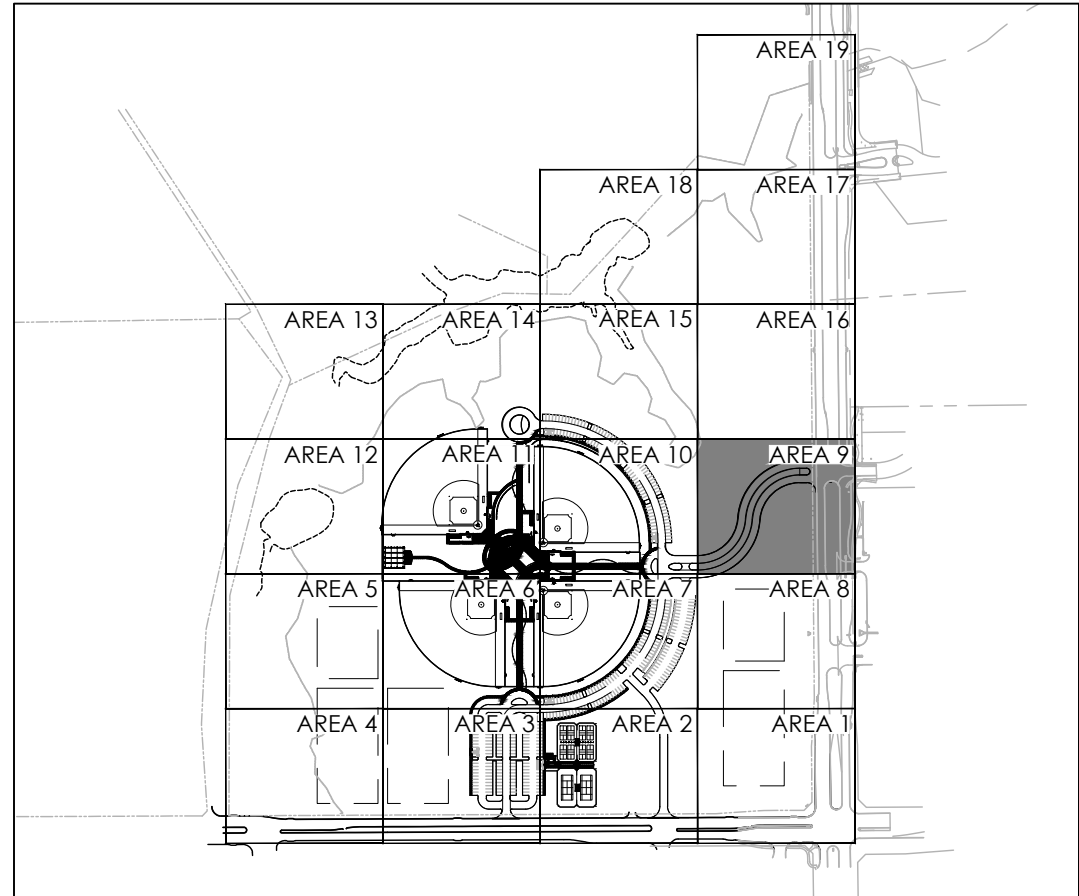
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BID PACKAGE #1:
SLEEVING FOR PARKING AND FIRELANES ONLY

BID PACKAGE #2:
REMAINING SITE CONCRETE SLEEVING

REFER TO L5.00 FOR FULL IRRIGATION SCHEDULE

KEY MAP



REVISIONS		DESCRIPTION	
NO.	DATE		
1.	3/20/2024	GMP#2 Addendum No. 1	

IRRIGATION PLAN - AREA 9

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
PH: 817.741.1144

RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #: 2122-PK

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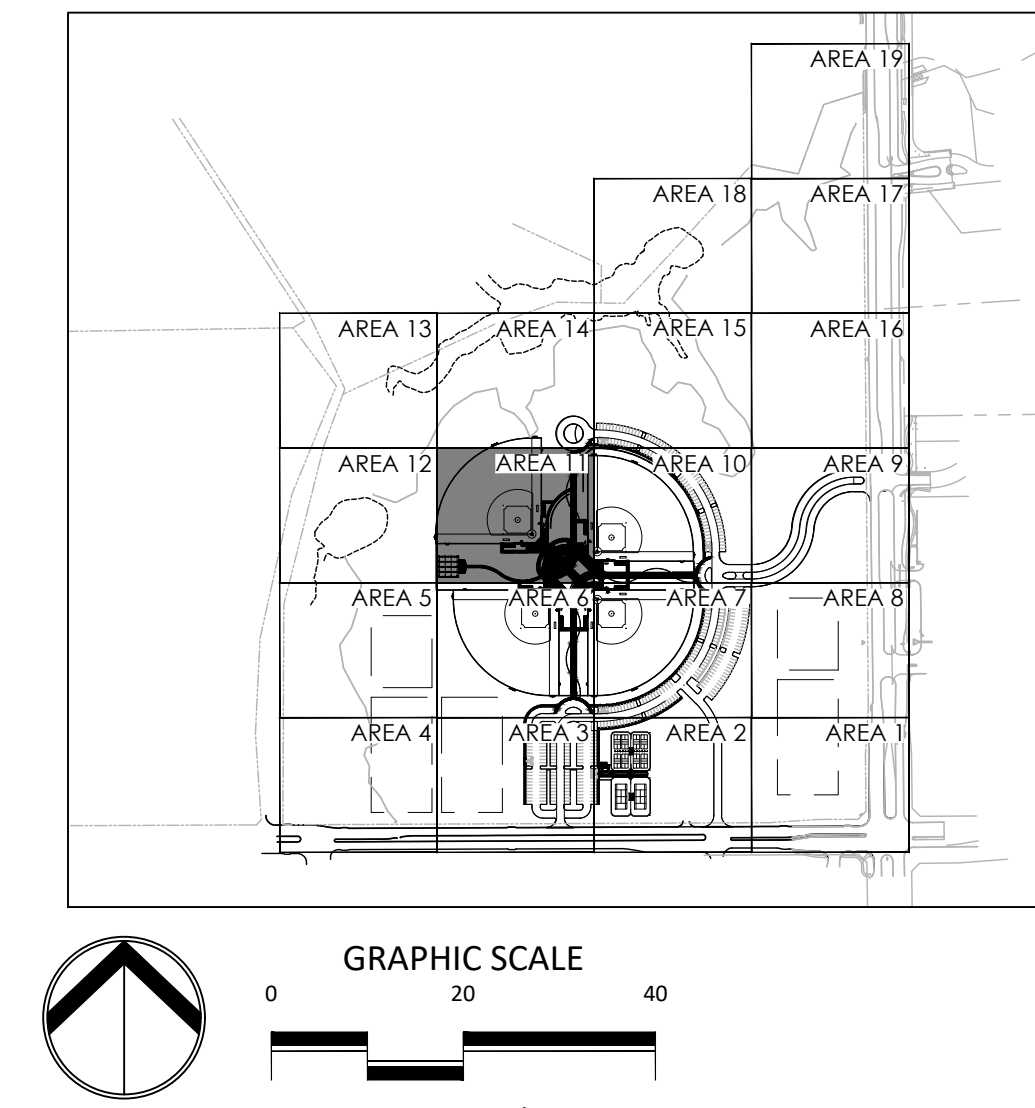
JOB NO.	7691.001
DESIGNED BY:	JMM
DRAWN BY:	JMM
CHECKED BY:	KLS
DATE:	MARCH 13, 2024
SHEET:	L5.09

BID PACKAGE #1 BID PACKAGE #2



GRAPHIC SCALE
20
1 inch = 20'

BID PACKAGE #1



JOB NO.	7691.001
DESIGNED BY:	JMM
DRAWN BY:	JMM
CHECKED BY:	KL
DATE:	MARCH 13, 2024
SHEET:	1511

MATCHLINE (SEE SHEET L5.13)

MATCHLINE (SEE SHEET L5.11)

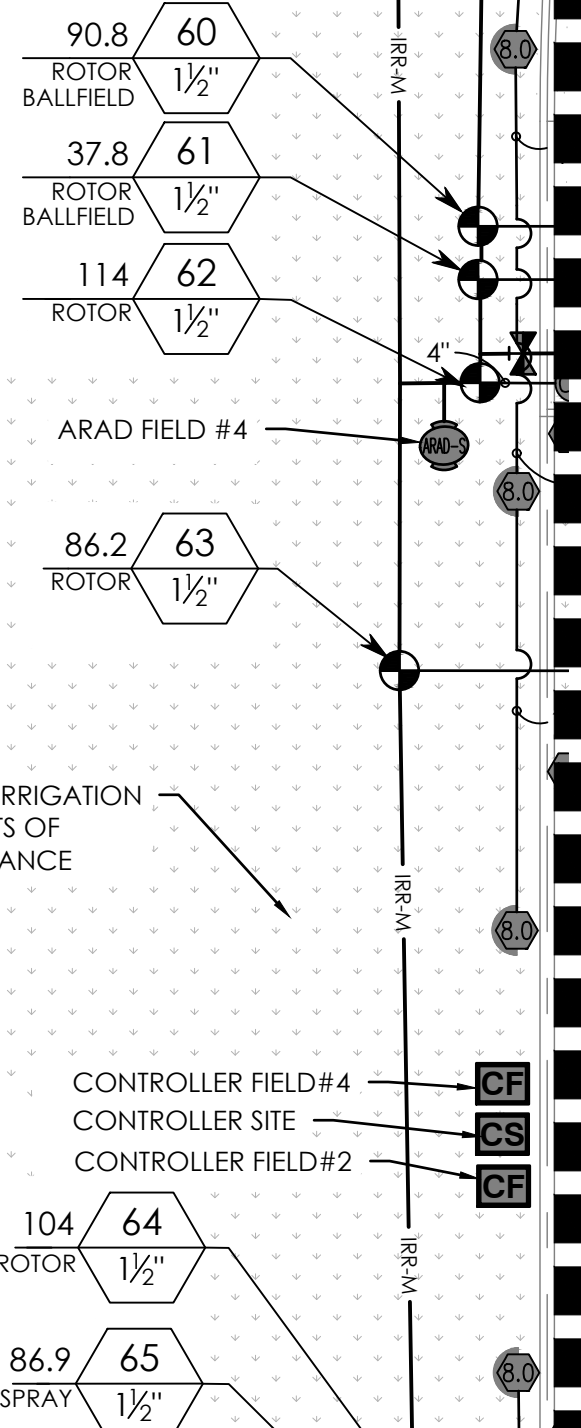
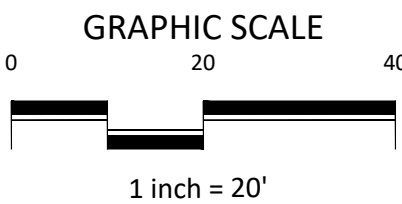
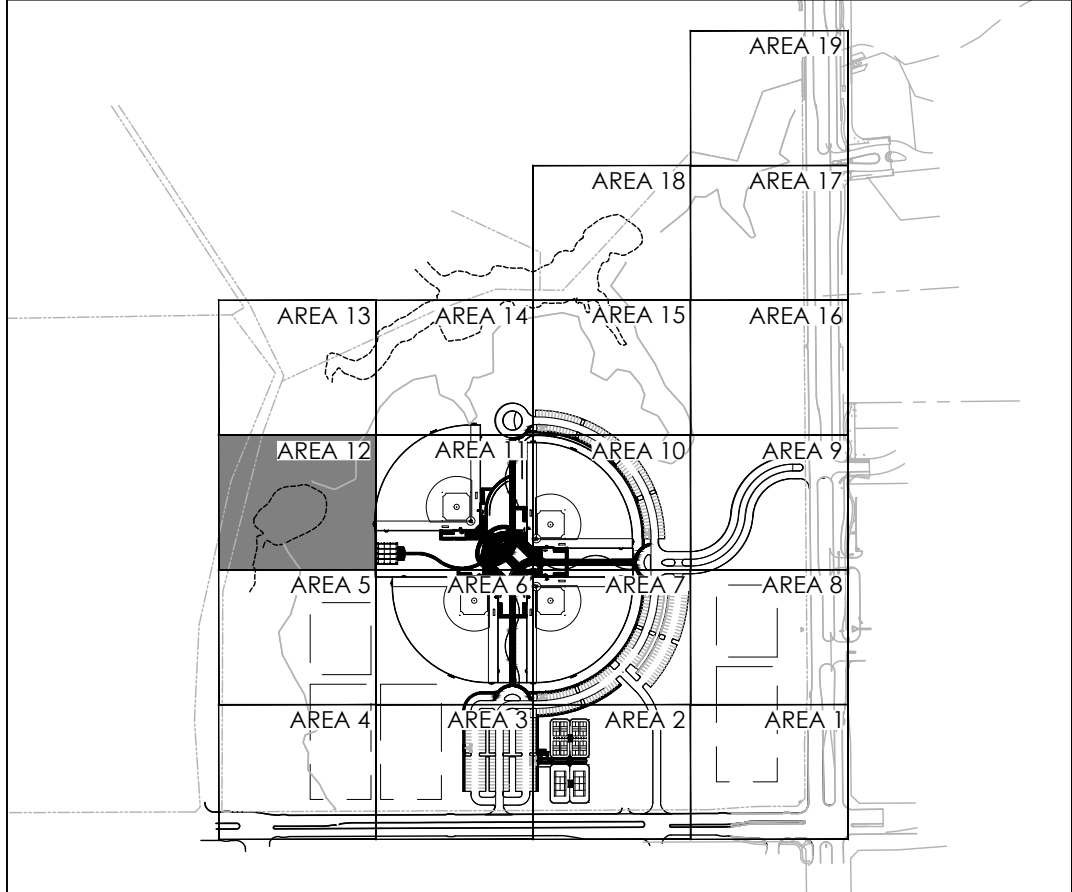
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BID PACKAGE #1:
SLEEVING FOR PARKING AND FIRELANES ONLY

BID PACKAGE #2:
REMAINING SITE CONCRETE SLEEVING

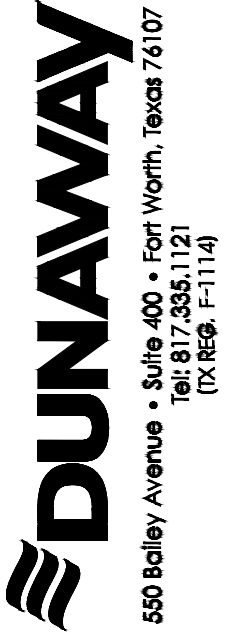
REFER TO L5.00 FOR FULL IRRIGATION SCHEDULE

KEY MAP



MATCHLINE (SEE SHEET L5.05)

IRRIGATION PLAN - AREA 12



RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #.:2122-PK

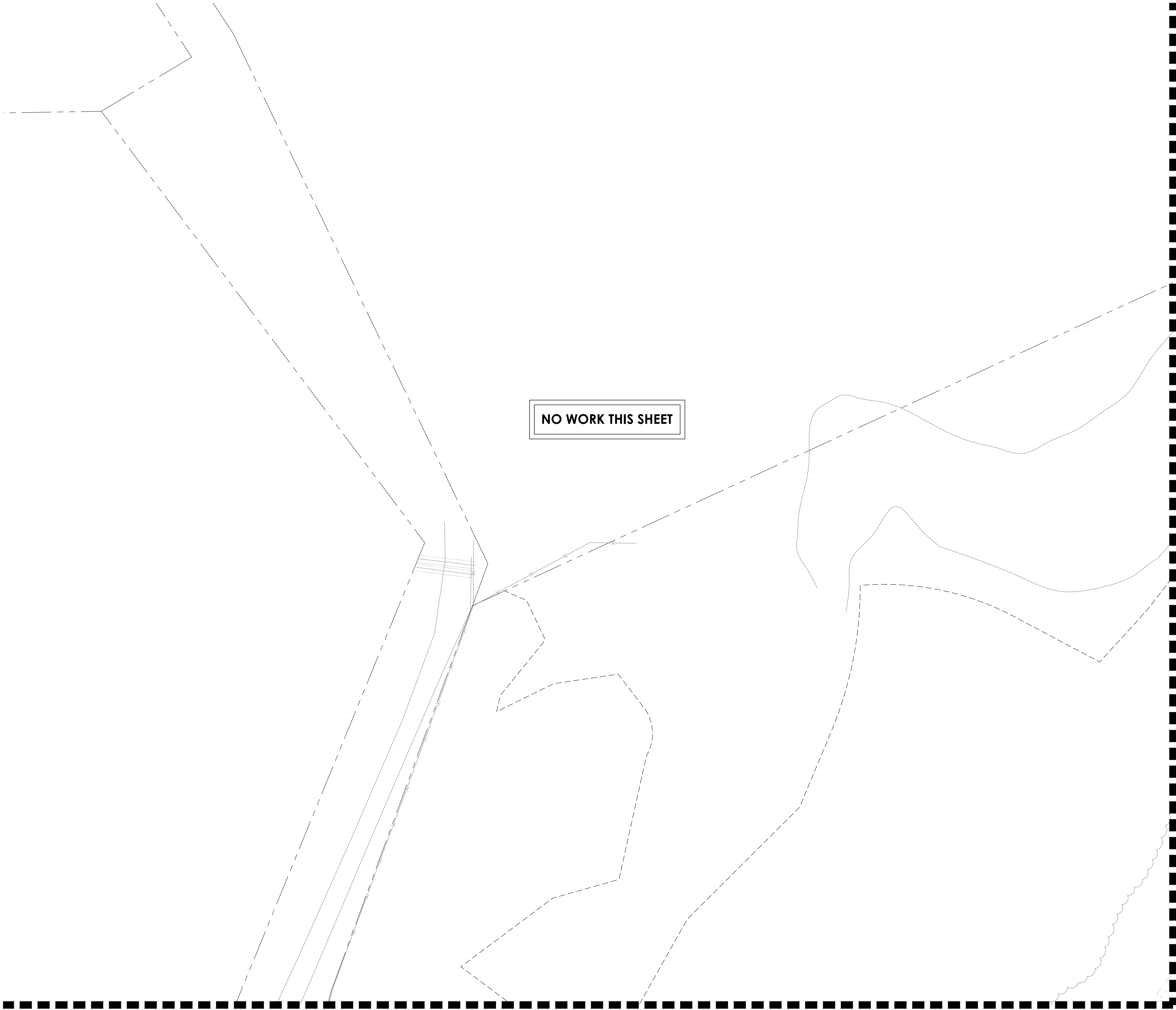
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were prepared by, or
under the supervision of:
Janel M. Moody
L.I.#20529

JOB NO.	7691.001
DESIGNED BY:	JMM
DRAWN BY:	JMM
CHECKED BY:	KLS
DATE:	MARCH 13, 2024
SHEET:	L5.12

BID PACKAGE #1 BID PACKAGE #2

FULL PATH: T:\Production Files\7691\AUG Drawings\7691- Irrigation Plan

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PLOT DATE: Thursday, March 21, 2024



NO WORK THIS SHEET

MATCHLINE (SEE SHEET L5.14)

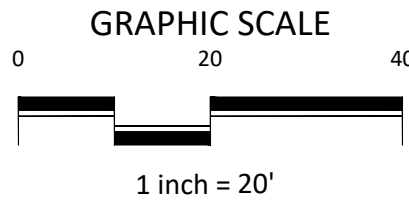
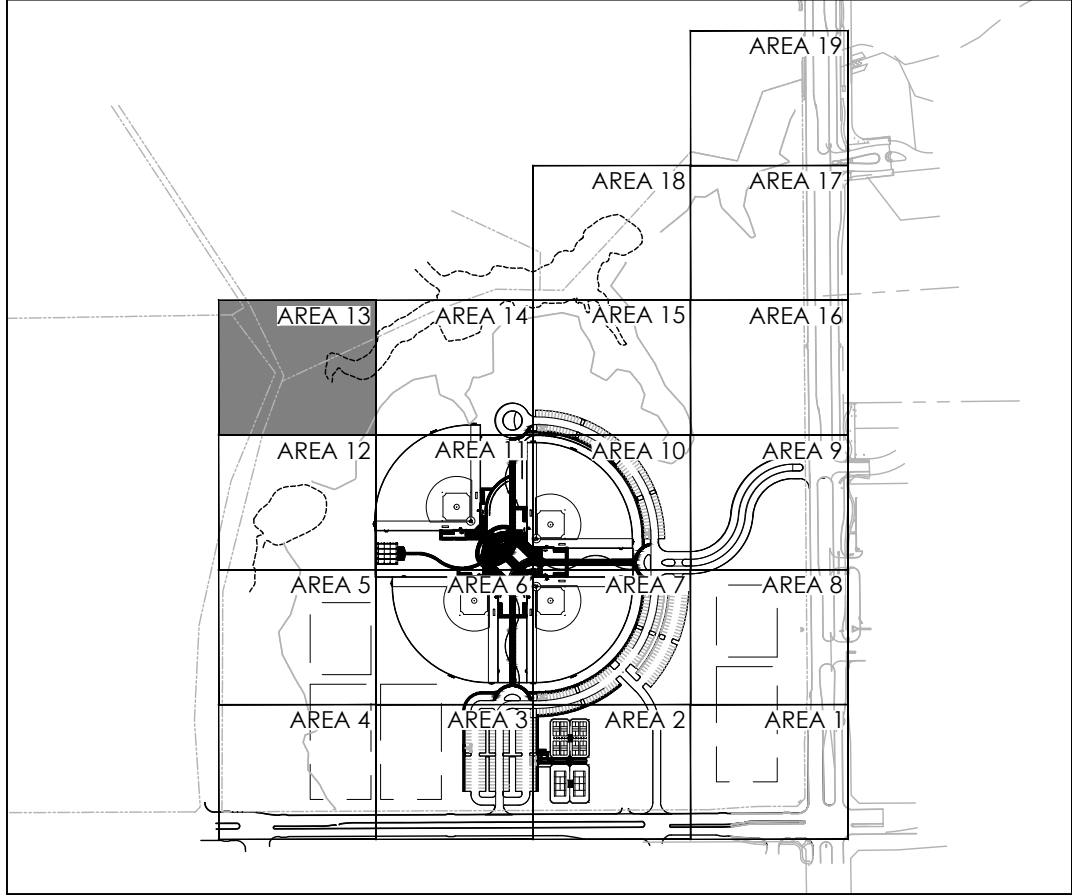
- NOTES:
- 1. ALL PIPE 3" AND LARGER NEEDS TO BE GASKETED PIPE WITH MJ DUCTILE IRON FITTINGS AND CONCRETE THRUST BLOCKS.
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BID PACKAGE #1:
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BID PACKAGE #2:
REMAINING SITE CONCRETE SLEEVING

REFER TO L5.00 FOR FULL IRRIGATION SCHEDULE

KEY MAP



REVISIONS		DESCRIPTION
NO.	DATE	
1.	3/20/2024	GMP#2 Addendum No. 1

IRRIGATION PLAN - AREA 13

550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
PH: 817.741.1144

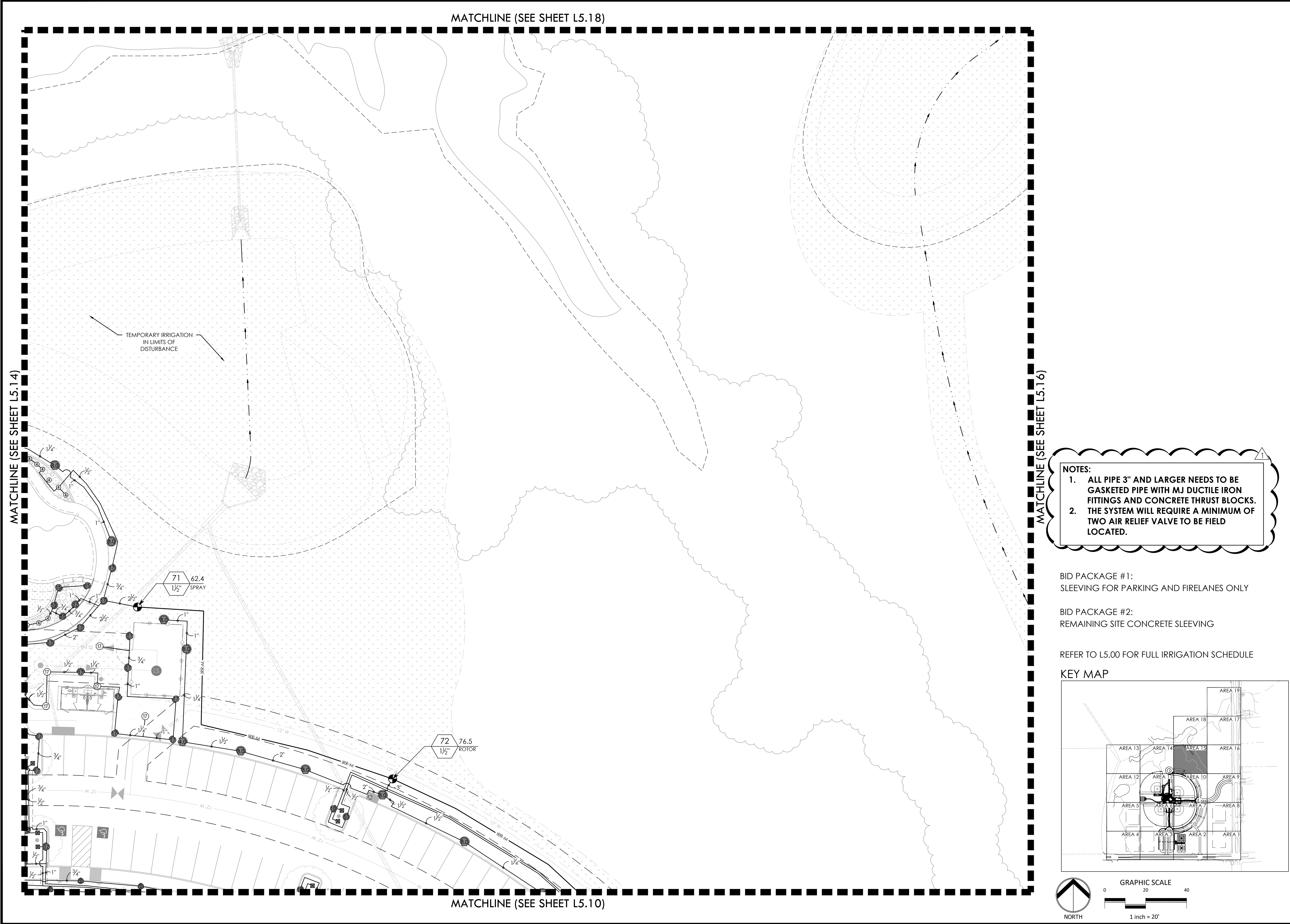
RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #: 2122-PK

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JOB NO.	7691.001
DESIGNED BY:	JMM
DRAWN BY:	JMM
CHECKED BY:	KLS
DATE:	MARCH 13, 2024
SHEET:	L5.13

BID PACKAGE #1 | BID PACKAGE #2



- BID PACKAGE #1 BID PACKAGE #2



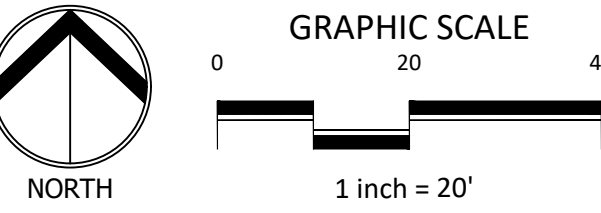
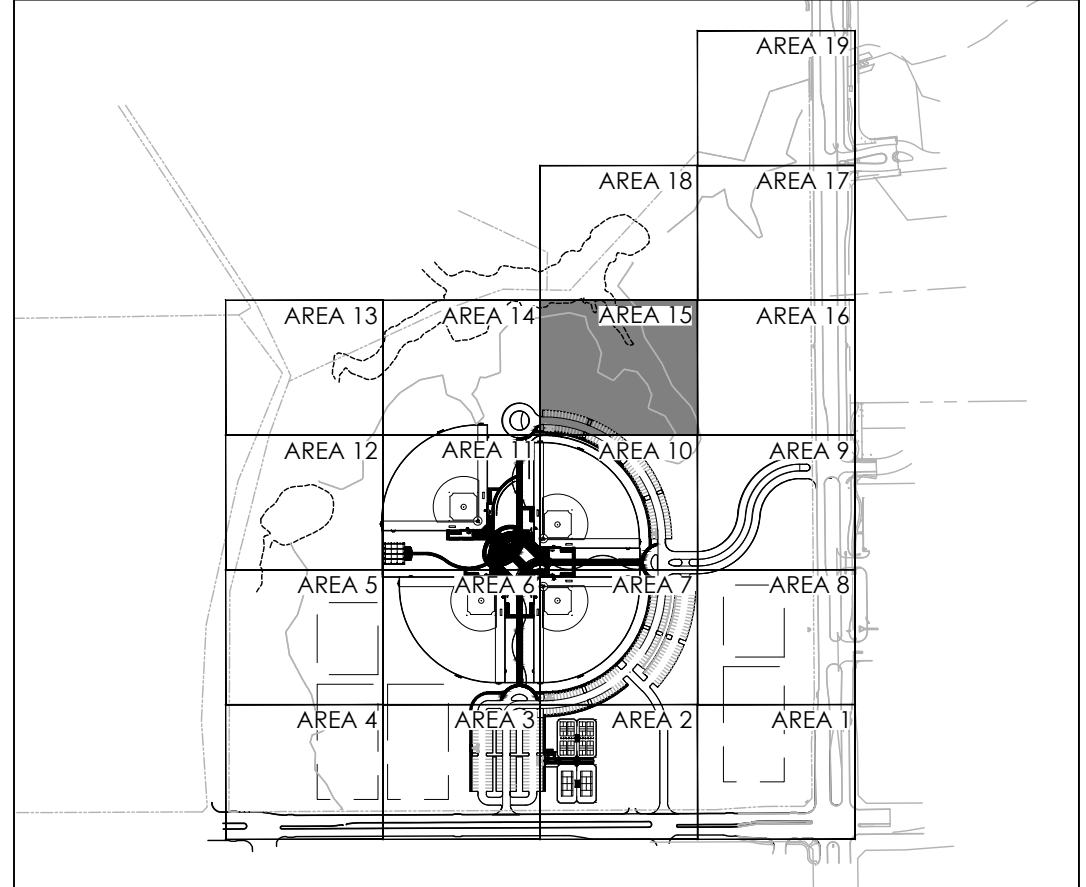
- NOTES:
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 - 2.

BID PACKAGE #1:
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BID PACKAGE #2:
REMAINING SITE CONCRETE SLEEVING

REFER TO L5.00 FOR FULL IRRIGATION SCHEDULE

KEY MAP



REVISIONS		DESCRIPTION
NO.	DATE	
1.	3/20/2024	GMP#2 Addendum No. 1

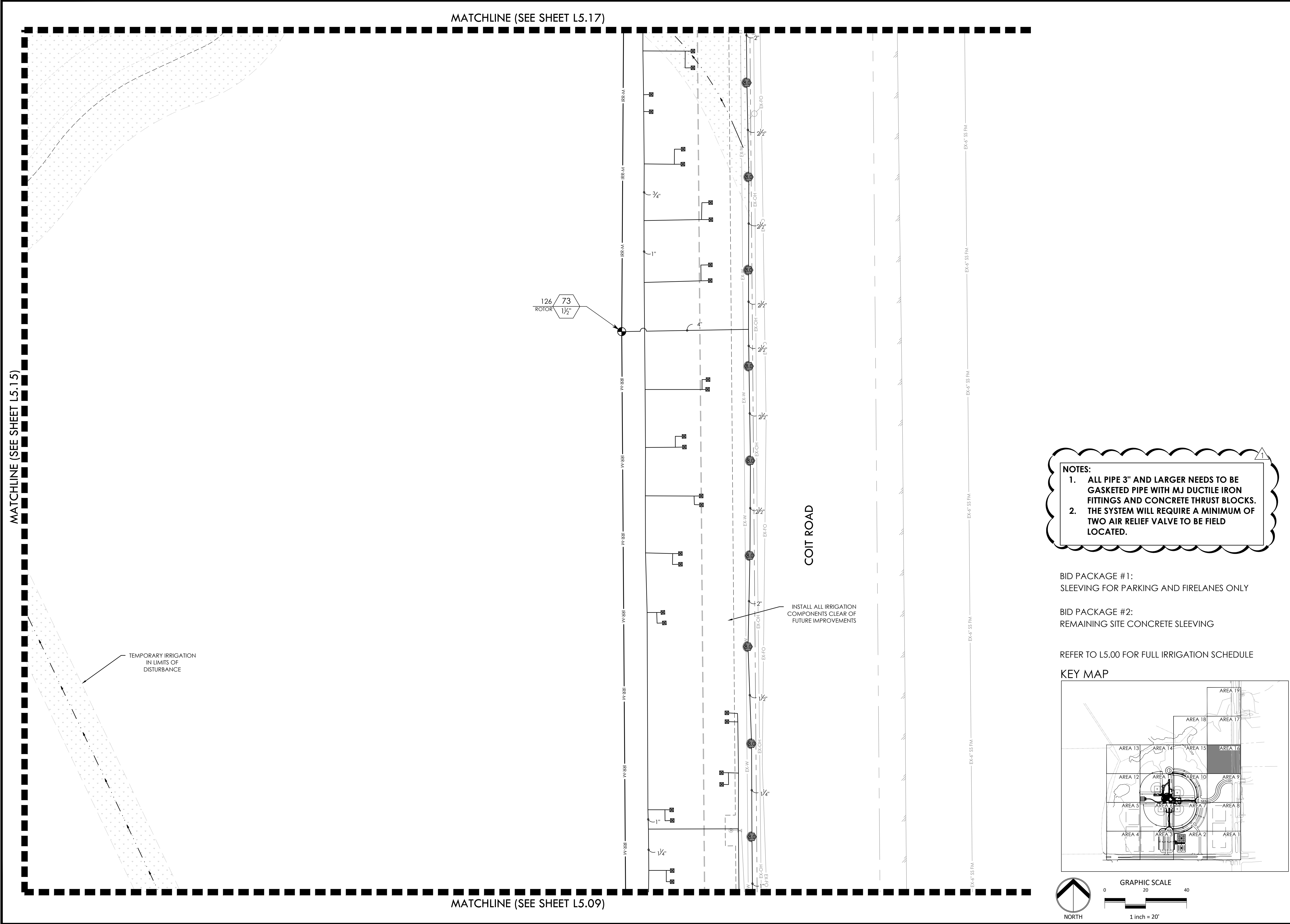
IRRIGATION PLAN - AREA 15

550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
PH: 817.741.1144

RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #: 2122-PK

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JOB NO.	7691.001
DESIGNED BY:	JMM
DRAWN BY:	JMM
CHECKED BY:	KLS
DATE:	MARCH 13, 2024
SHEET:	L5.15

BID PACKAGE #1 BID PACKAGE #2



NOTES:

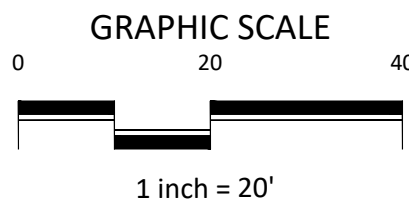
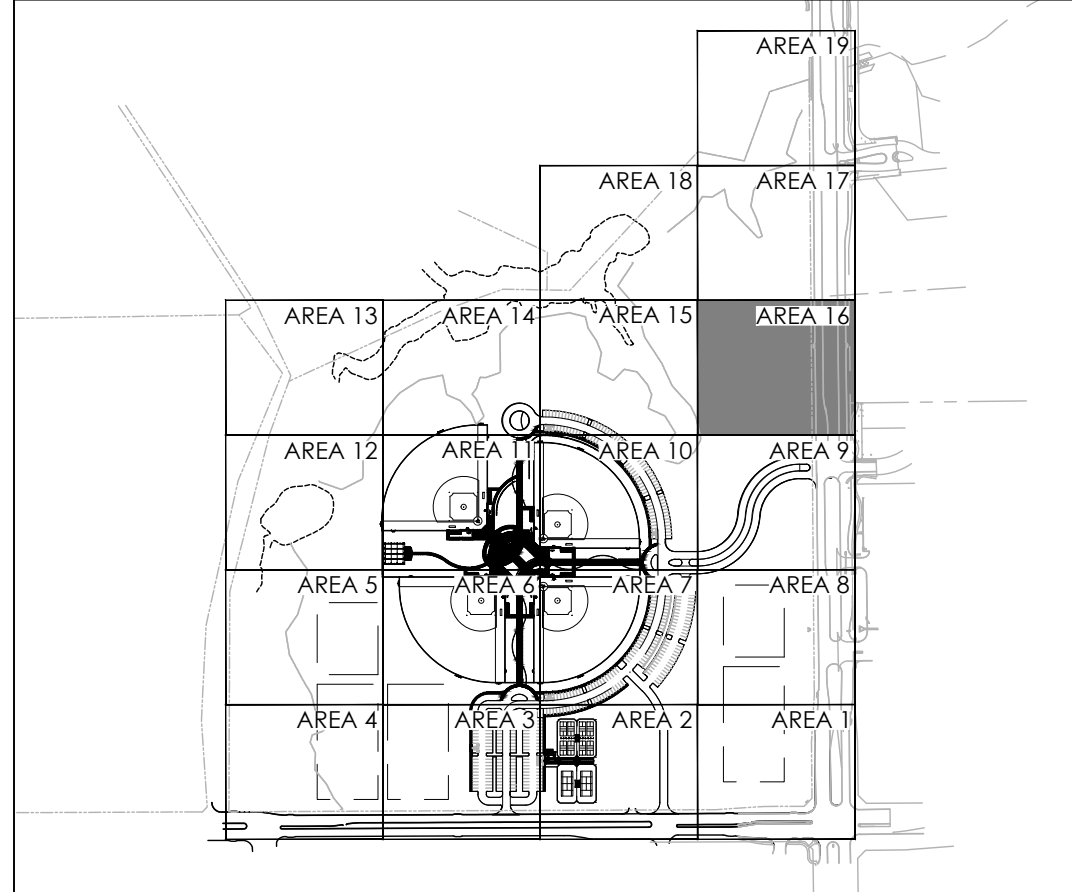
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BID PACKAGE #2:
REMAINING SITE CONCRETE SLEEVING

REFER TO L5.00 FOR FULL IRRIGATION SCHEDULE

KEY MAP



REVISIONS		DESCRIPTION
NO.	DATE	
1.	3/20/2024	GMP#2 Addendum No. 1

IRRIGATION PLAN - AREA 16

550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
PH: 817.741.1114

RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1

WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #: 2122-PK

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JOB NO.	7691.001
DESIGNED BY:	JMM
DRAWN BY:	JMM
CHECKED BY:	KLS
DATE:	MARCH 13, 2024
SHEET:	L5.16

BID PACKAGE #1

BID PACKAGE #2

MATCHLINE (SEE SHEET L5.18)

MATCHLINE (SEE SHEET L5.19)

MATCHLINE (SEE SHEET L5.16)

COIT ROAD

NOTES:

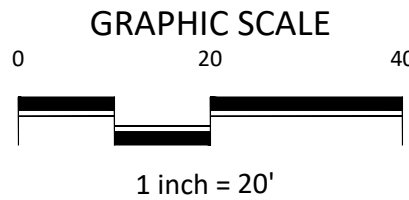
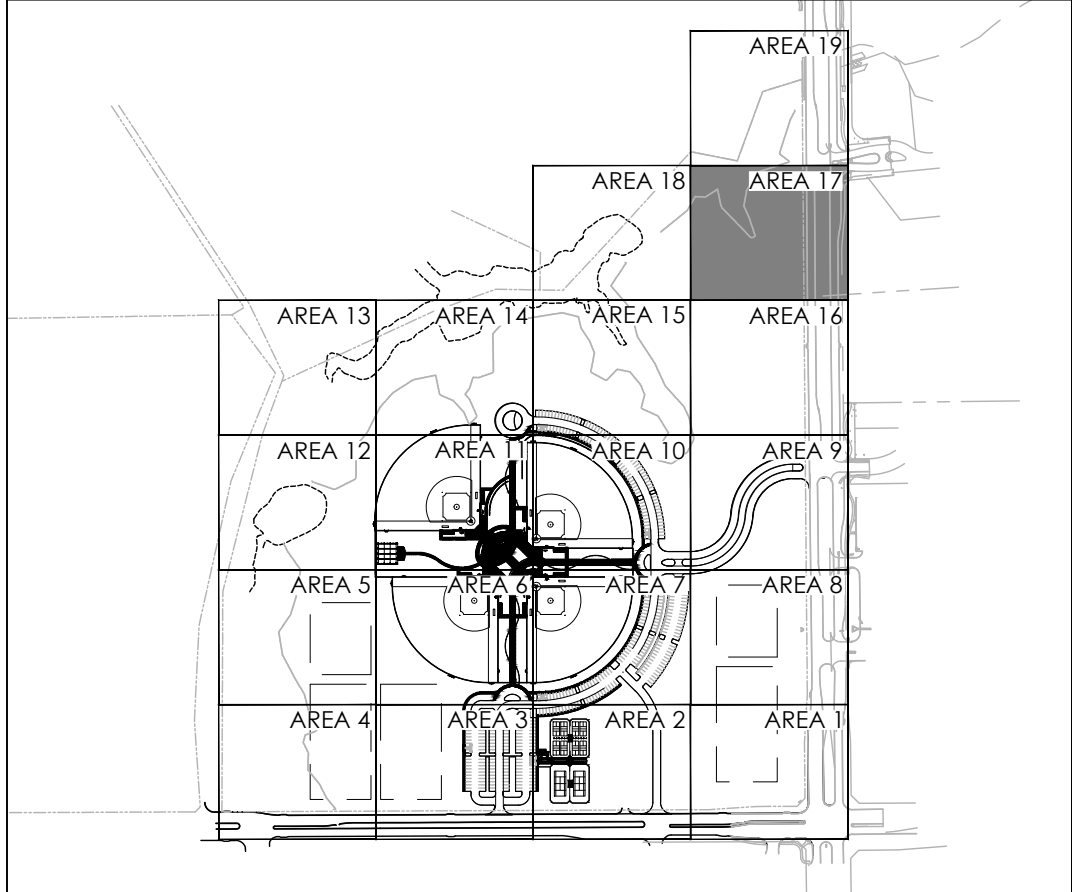
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KEY MAP



REVISIONS		DESCRIPTION
NO.	DATE	
1.	3/20/2024	GMP#2 Addendum No. 1

IRRIGATION PLAN - AREA 17



RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #:2122-PK

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L.I.#20529

JOB NO.	7691.001
DESIGNED BY:	JMM
DRAWN BY:	JMM
CHECKED BY:	KLS
DATE:	MARCH 13, 2024
SHEET:	L5.17

BID PACKAGE #2

BID PACKAGE #1

FULL PATH: T:\Production Files\7691\AUG Drawings\7691-1 Irrigation Plan

FILENAME: 7691-1 Irrigation Plan.dwg
PLOT DATE: 03/13/2024
PLOT TIME: 11:14 AM



MATCHLINE (SEE SHEET L5.15)

MATCHLINE (SEE SHEET L5.17)

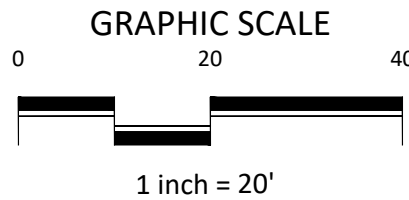
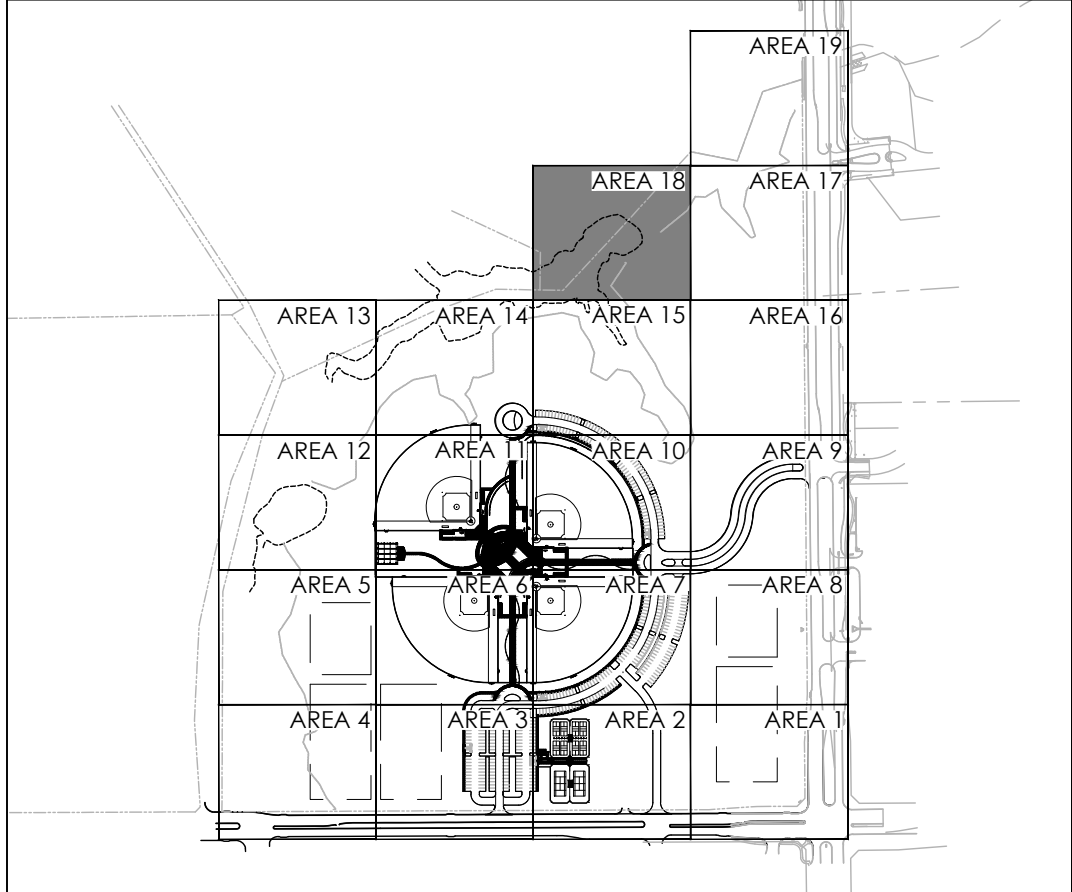
- NOTES:
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BID PACKAGE #2:
REMAINING SITE CONCRETE SLEEVING


REFER TO L5.00 FOR FULL IRRIGATION SCHEDULE

KEY MAP



REVISIONS		DESCRIPTION	
NO.	DATE		
1.	3/20/2024	GMP#2 Addendum No. 1	

IRRIGATION PLAN - AREA 18



550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
PH: 817.714.1114

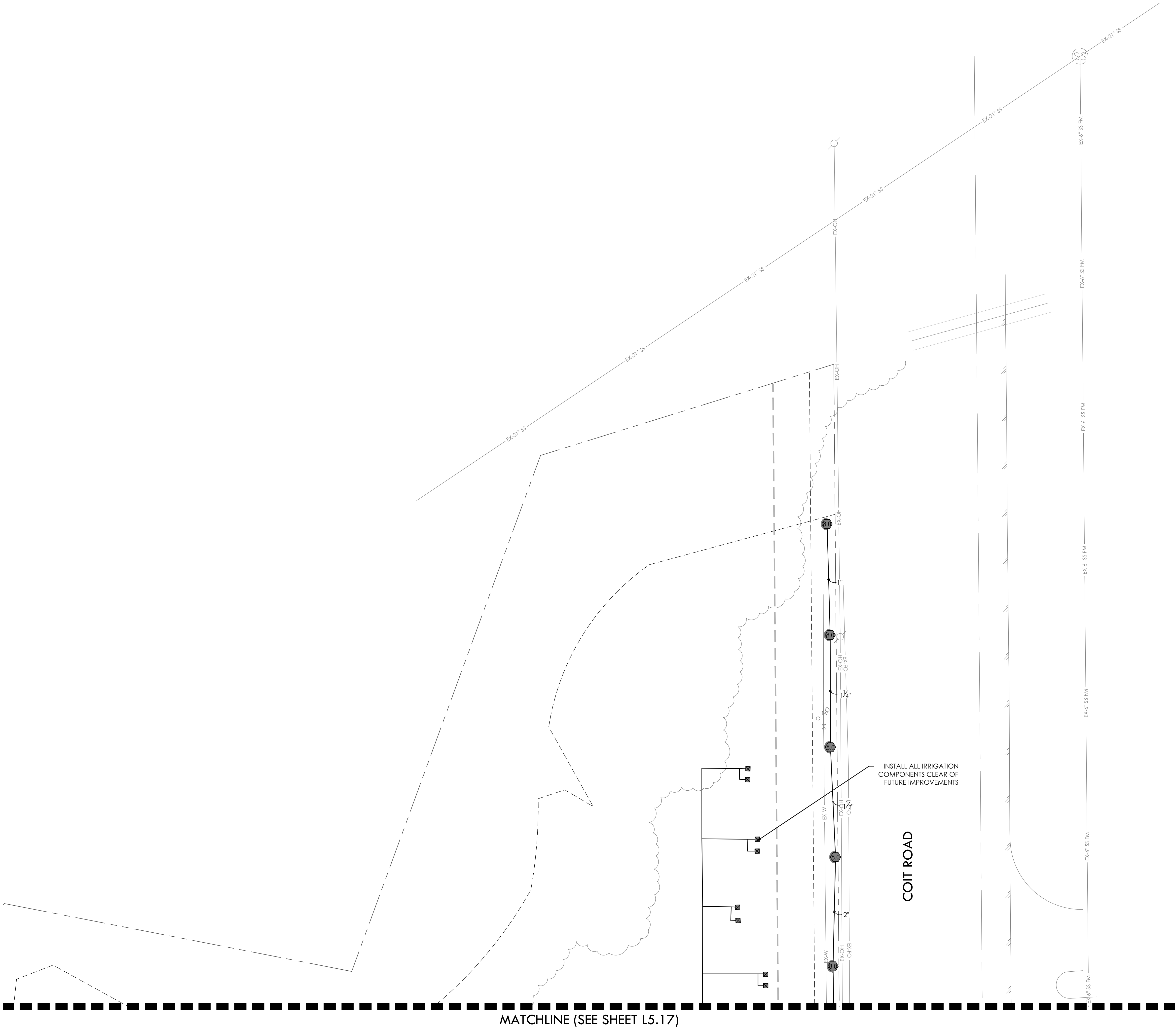
RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #: 2122-PK

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JOB NO.	7691.001
DESIGNED BY:	JMM
DRAWN BY:	JMM
CHECKED BY:	KLS
DATE:	MARCH 13, 2024
SHEET:	L5.18

BID PACKAGE #1 | BID PACKAGE #2

FULL PATH: T:\Production Files\7691\MA\Drawings\Plan Sheets\7691-Irrigation Plan

FILENAME: 7691-Irrigation Plan.dwg
PLOT DATE: Thursday, March 21, 2024
PLOTTER: OKI



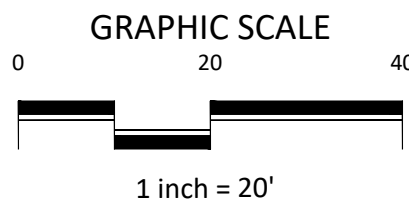
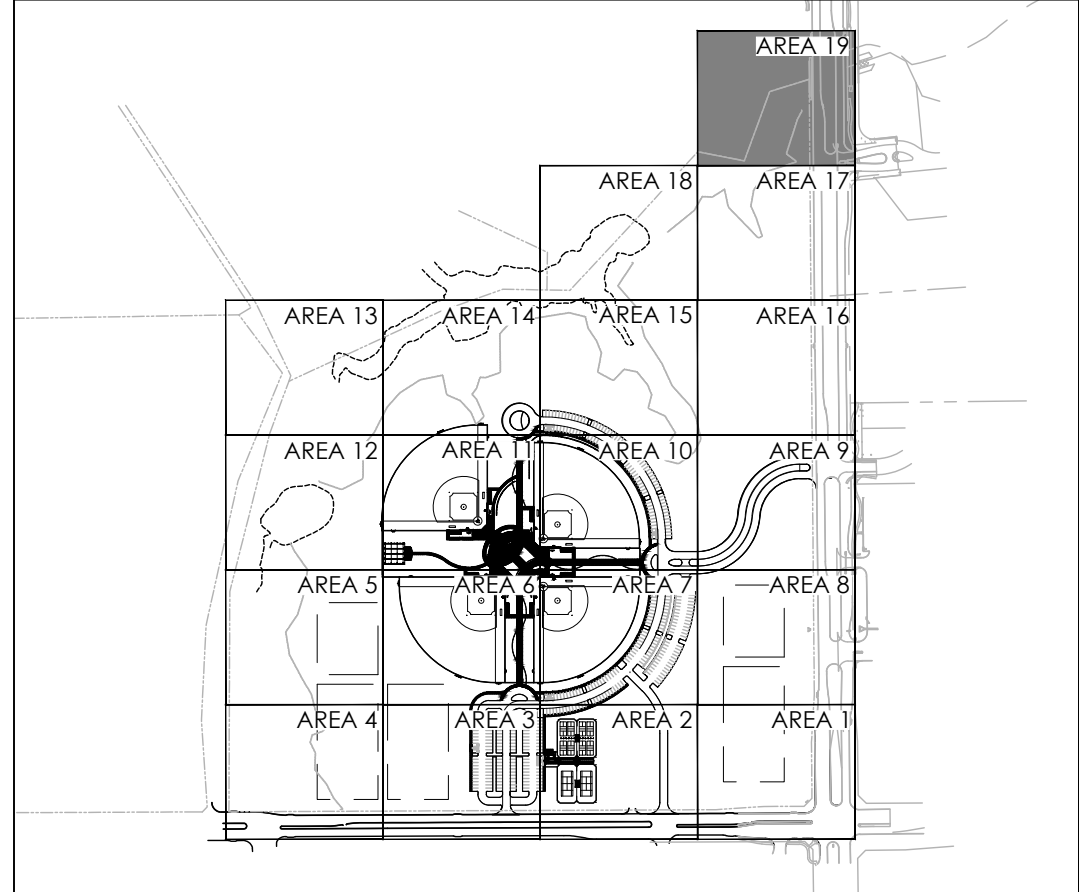
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BID PACKAGE #2:
REMAINING SITE CONCRETE SLEEVING

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KEY MAP



REVISIONS		DESCRIPTION	
NO.	DATE		
1.	3/20/2024	CMP#2 Addendum No. 1	

IRRIGATION PLAN - AREA 19

550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
PH: 817.741.1144

RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #: 2122-PK

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JOB NO.	7691.001
DESIGNED BY:	JMM
DRAWN BY:	JMM
CHECKED BY:	KLS
DATE:	MARCH 13, 2024
SHEET:	L5.19

BID PACKAGE #1
BID PACKAGE #2

IRRIGATION NOTES FOR A SITE REQUIRING A PUMP:

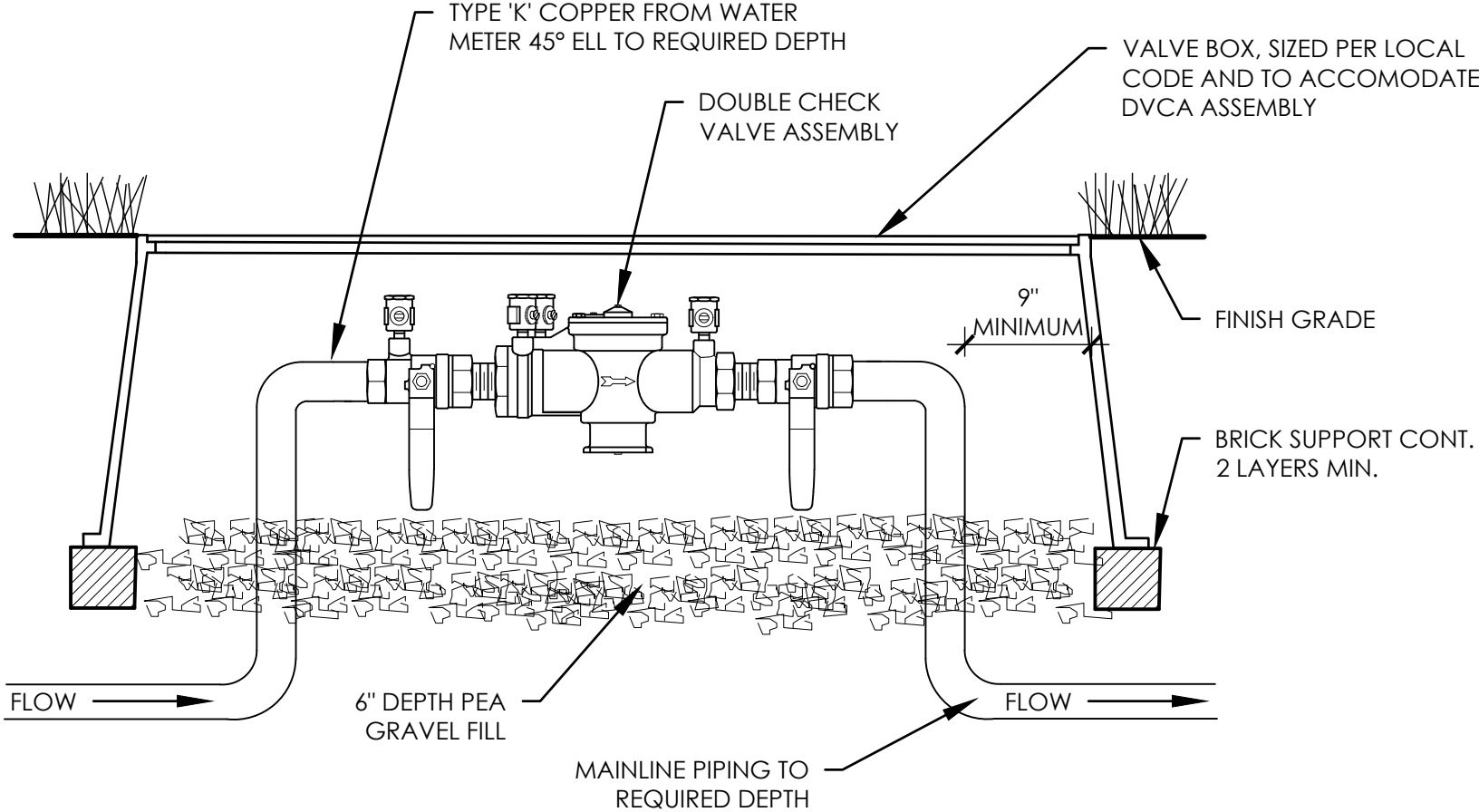
1. IRRIGATION PLAN IS SCHEMATIC. ALL PIPING HEADS, VALVES, ETC., SHALL BE LOCATED AS SHOWN ON THE DETAILS. REPORT ANY DISCREPANCIES BETWEEN ACTUAL AND PROPOSED SITE CONDITIONS TO THE OWNER. DO NOT PROCEED WITH WORK UNTIL SAID DISCREPANCIES ARE RESOLVED.
2. VERIFY THAT THE WORK OF OTHER CONTRACTORS/TRADES IS SUFFICIENTLY COMPLETE TO ALLOW COMMENCEMENT OF IRRIGATION INSTALLATION PRIOR TO BEGINNING OF WORK. CONTRACTORS SHALL COORDINATE INSTALLATION OF ALL IRRIGATION SLEEVES UNDER PAVEMENT WITH OTHER CONTRACTORS.
3. COORDINATE IRRIGATION INSTALLATION WITH THE WORK OF OTHER CONTRACTORS/TRADES AND PROTECT THE WORK OF OTHER CONTRACTOR/TRADES. IRRIGATION CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGES RESULTING FROM HIS ACTIONS.
4. THE IRRIGATION CONTRACTOR SHALL PROVIDE THE OWNER WITH TWO COPIES OF THE PARTS LIST AND MANUFACTURER'S CATALOG SHOWING PERFORMANCE, QUALITY AND FUNCTION OF EACH ITEM OF EQUIPMENT IN THE SYSTEM. IN ADDITION, THE IRRIGATION CONTRACTOR SHALL PROVIDE THE OWNER WRITTEN INSTRUCTIONS FOR OPERATION AND MAINTENANCE OF THE SYSTEM.
5. PRIOR TO THE ACCEPTANCE OF IRRIGATION SYSTEM BY OWNER, A PERSON QUALIFIED TO REPRESENT THE IRRIGATION CONTRACTOR SHALL BE PRESENT AT THE FINAL INSPECTION TO DEMONSTRATE THE SYSTEM AND PROVE ITS PERFORMANCE PRIOR TO THE INSPECTION. ALL WORK SHALL HAVE BEEN COMPLETED, TESTED, ADJUSTED, AND PLACED IN OPERATION.
6. WORK MUST BE GUARANTEED FOR TWO YEARS.
7. IRRIGATION SYSTEM INSTALLATION TO BE PERFORMED IN ACCORDANCE WITH ALL PERTINENT CODES AND ORDINANCES.
8. NO PVC PIPING SHALL BE LOCATED UNDER TREE ROOTBALLS.
9. THE CONTRACTOR SHALL VERIFY LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO INSTALLATION. IF ANY UNDERGROUND OR ABOVE GROUND CONSTRUCTION IS LOCATED AS TO SIGNIFICANTLY HINDER INSTALLATION OR FUNCTION OF THE IRRIGATION SYSTEM, THE OWNER SHALL BE NOTIFIED IMMEDIATELY.
10. MAIN LINE PIPING AND LATERAL PIPING MAY BE PLACED IN SAME TRENCH WHEN POSSIBLE. MAIN LINE PIPING SHALL BE INSTALLED IN BOTTOM OF TRENCH WITH LATERALS ON TOP.
11. SLEEVES SHALL BE INSTALLED WHEREVER PIPES RUN UNDER PAVEMENT. SLEEVES SHALL BE SCH 40 AND A MINIMUM OF TWO PIPE SIZES LARGER THAN THE PIPE.
12. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING ELECTRICAL POWER TO ALL CONTROLLERS.
13. PRIOR TO BEGINNING OF WORK, THE CONTRACTOR SHALL VERIFY THE MINIMUM WORKING PRESSURE AT THE POINT OF CONNECTION. BASED ON THIS INFORMATION, THE CONTRACTOR SHALL DESIGN A PUMP SYSTEM CAPABLE OF DELIVERING A MINIMUM OF <<7>> PSI AT THE DOWNSTREAM SIDE OF THE PUMP. 150 GPM. THE CONTRACTOR IS RESPONSIBLE FOR DESIGNING AND INSTALLING A PUMPING SYSTEM THAT PROVIDES THE APPROPRIATE PRESSURE TO ALLOW THE IRRIGATION SYSTEM TO OPERATE AT THE OPTIMUM LEVEL AS RECOMMENDED BY THE SPRINKLER EQUIPMENT MANUFACTURER. THE PUMP SHALL BE CAPABLE OF VARYING PRESSURES TO ACCOMMODATE THE VARIETY OF IRRIGATION DELIVERY COMPONENTS.
14. THE CONTRACTOR SHALL SUBMIT THE PROPOSED PUMPING SYSTEM FOR REVIEW INCLUDING EXISTING WORKING PRESSURE, THE PROPOSED PUMP PERFORMANCE, AND FINAL PROPOSED DOWNSTREAM PRESSURE(S).
15. ATTACH A PREPRINTED, HEAVY DUTY PLASTIC SERIALIZED TAG TO EACH CONTROL VALVE WITH ITS ASSOCIATED CONTROLLER STATION NUMBER. TAGS SHOULD BE AS SUPPLIED BY RAINBIRD OR APPROVED EQUAL.
16. THE PIPE SHOWN IN PAVED AREAS WITHOUT SLEEVES IS SHOWN IN THESE AREAS FOR PURPOSE OF DRAWING CLARITY. PIPE TO BE IN NEAREST UNPAVED LOCATION.
17. THE IRRIGATION CONTROLLER(S) SHALL BE EQUIPPED WITH RAIN/FREEZE SENSOR(S). MOUNT THE TRANSMITTER(S) IN AN OPEN AREA AS DIRECTED BY THE OWNER.
18. ALL BACKFLOW INSTALLATIONS AND CONNECTIONS TO CITY WATER LINES MUST BE PERMITTED SEPARATELY BY THE CITY INSPECTION STAFF.
19. THE IRRIGATION SYSTEM SHALL BE MAINTAINED IN ITS PROPER WORKING ORDER DURING THE 2 YEAR MAINTENANCE PERIOD.
20. ALL WIRING SHALL BE RATED FOR DIRECT BURIAL.

INSPECTION NOTES:

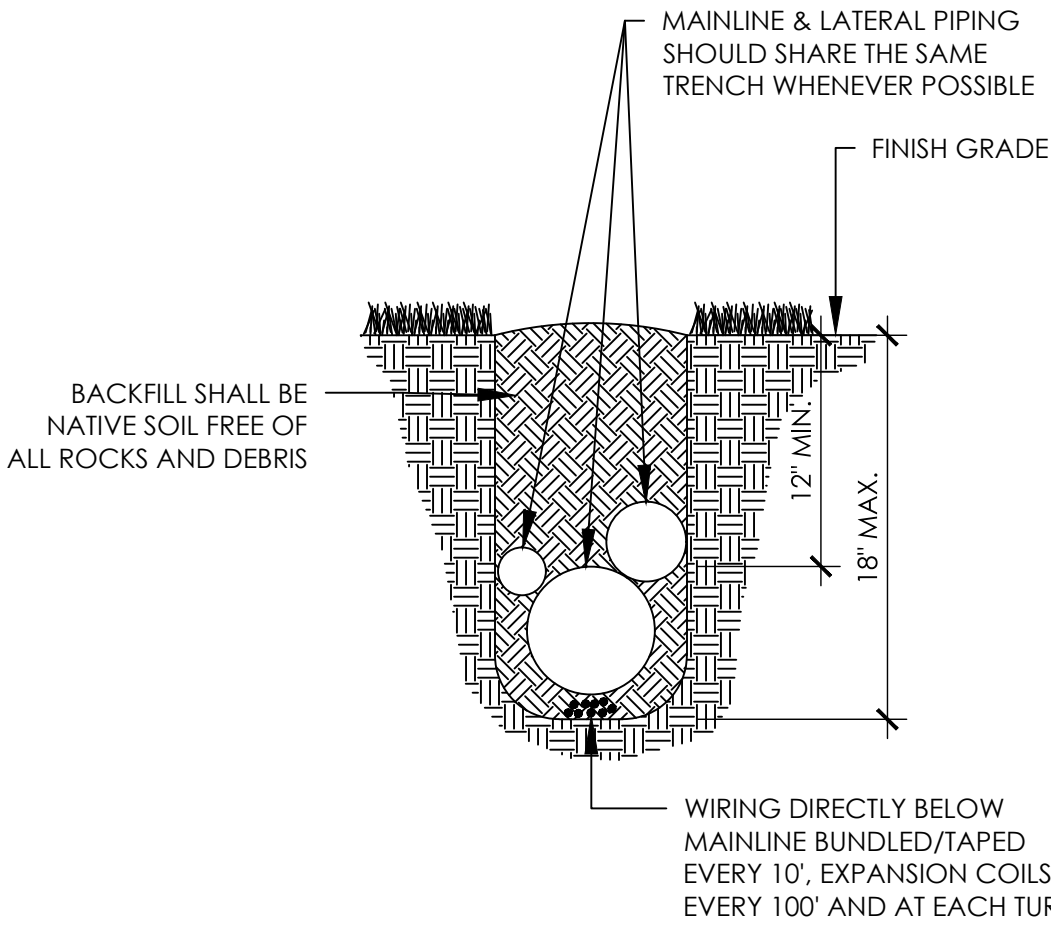
1. HEADS SHALL NOT SPRAY ON IMPERVIOUS SURFACES.
2. HEADS SHALL NOT SPRAY ON WALLS OR FENCES.
3. HEADS SHALL NOT BE CLOSER THAN 4 INCHES OF THE EDGE OF HARDSCAPE.
4. NO DRINKING DOMESTIC USES ALLOWED ON IRRIGATION LINES, NO SWIMMING POOL USE OR FOUNTAINS.
5. CONTRACTOR SHALL COMPLY WITH ALL INSPECTION REQUIREMENTS OF THE MUNICIPALITY.
6. FOR FINAL INSPECTION, IRRIGATOR'S REPRESENTATIVE MUST BE PRESENT.

DRIP NOTES:

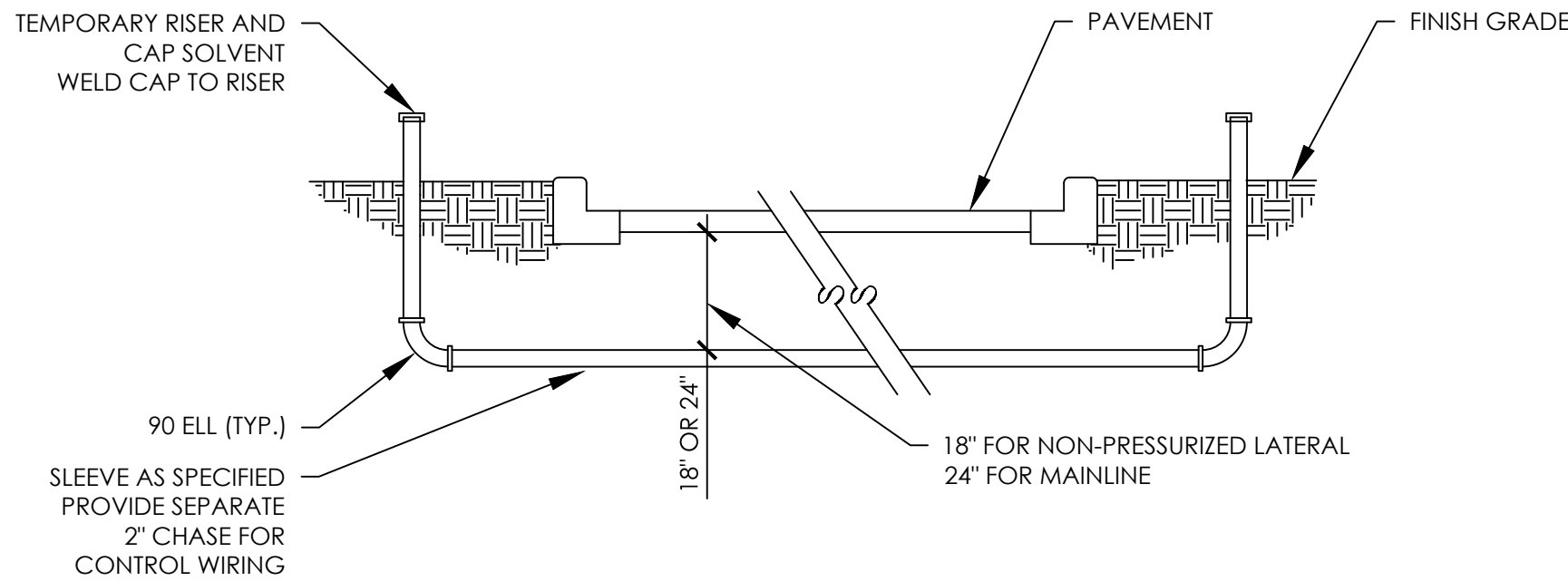
1. AIR RELIEF VALVE TO BE PLACED AT HIGH POINT IN BED.
2. FLUSH VALVE TO BE PLACED AT LOW POINT IN BED ON EXHAUST LINE.
3. THESE LAYOUTS ARE TYPICAL AND ARE SUBJECT TO CHANGE DUE TO SITE CONDITIONS SUCH AS GRADING.
4. IRRIGATION LATERAL LINES FEED SUPPLY HEADERS.



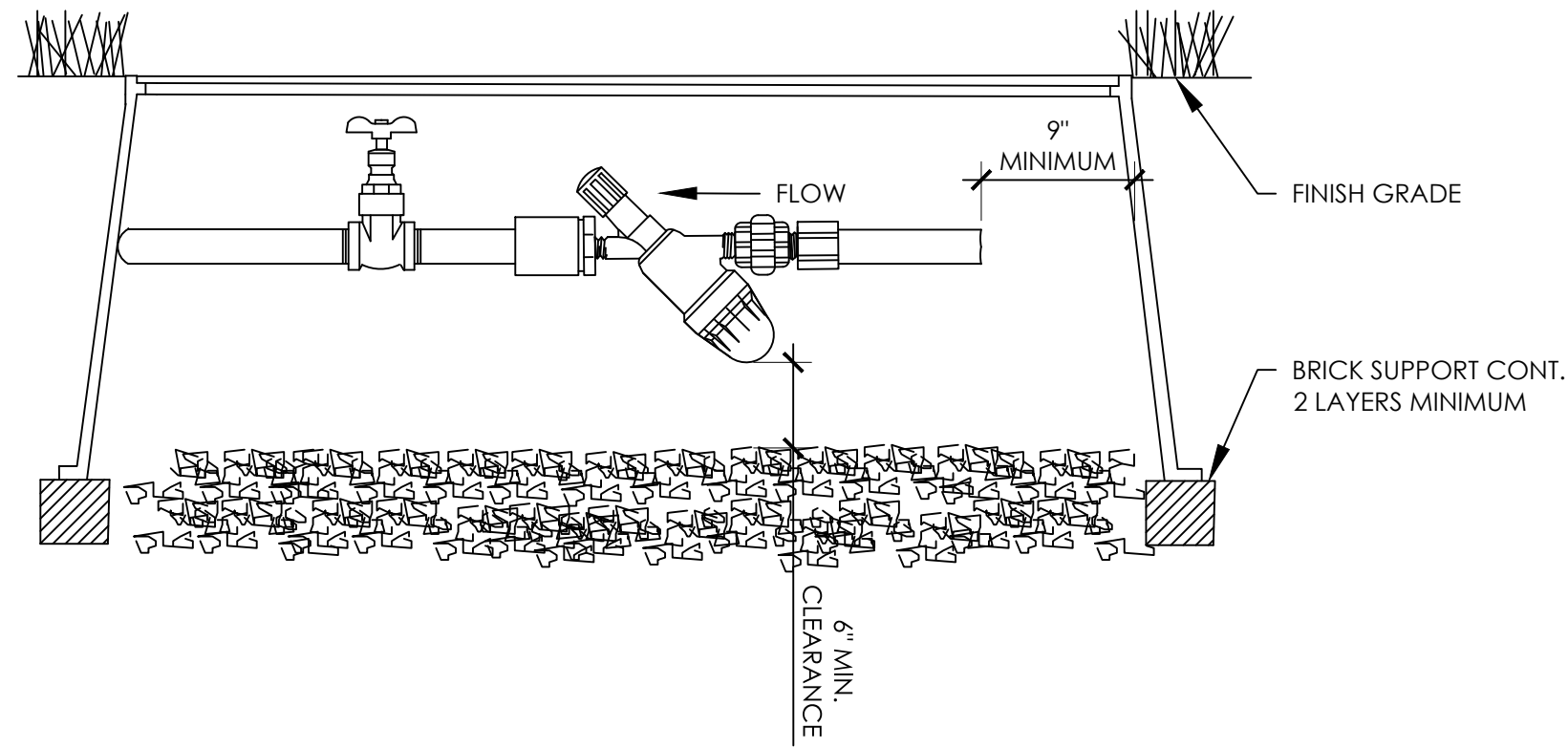
A DOUBLE CHECK VALVE ASSEMBLY SCALE: NTS



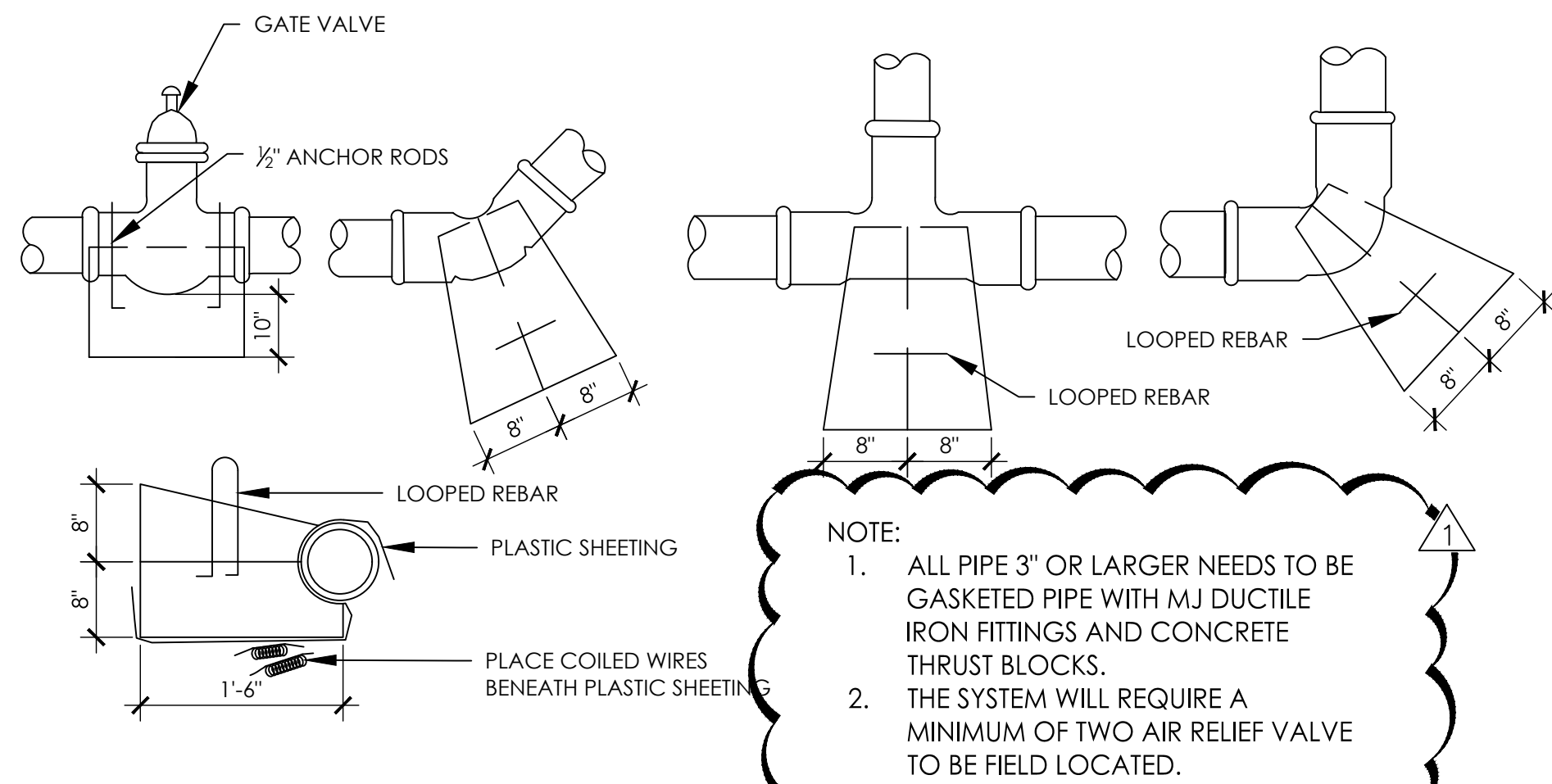
C TYPICAL TRENCH SECTION DETAIL PROVIDED BY TOWN SCALE: NTS



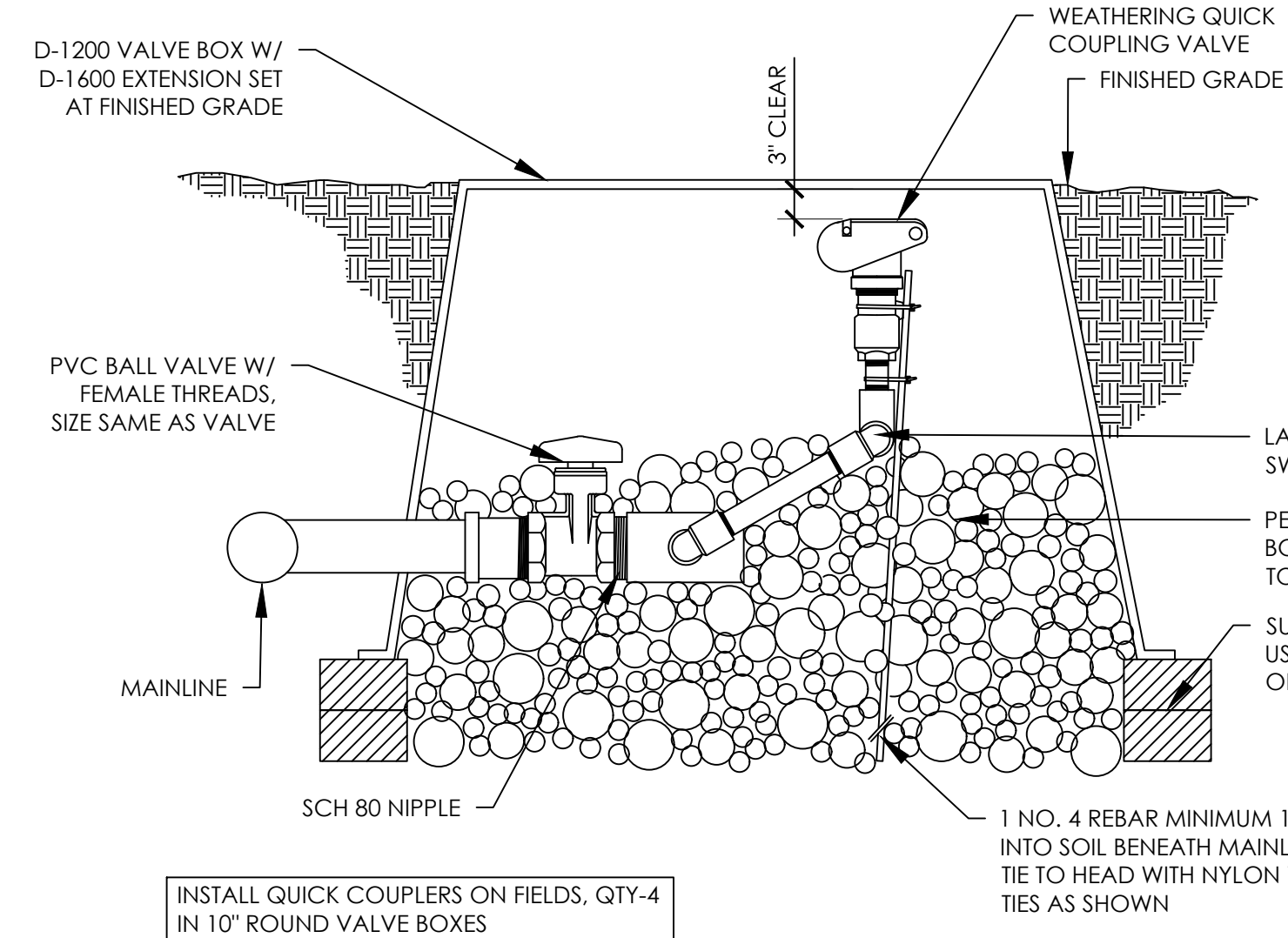
F SLEEVE INSTALLATION SCALE: NTS



B WYE STRAINER SCALE: NTS



D THRUST BLOCK FOR 3" OR LARGER DETAIL PROVIDED BY TOWN SCALE: NTS



G QUICK COUPLING VALVE DETAIL PROVIDED BY TOWN SCALE: NTS

REVISIONS		DESCRIPTION	
NO.	DATE		

IRRIGATION NOTES & DETAILS

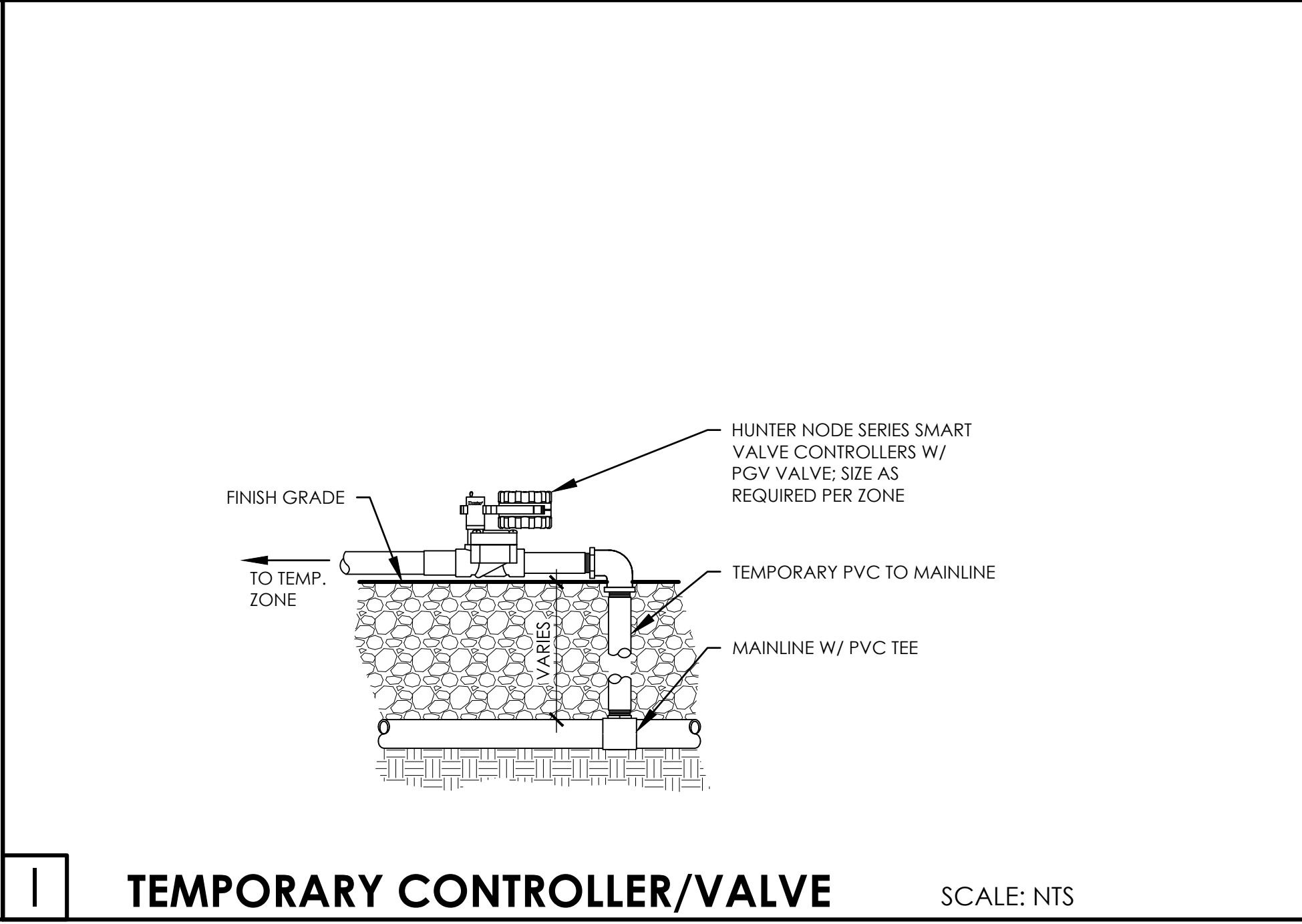
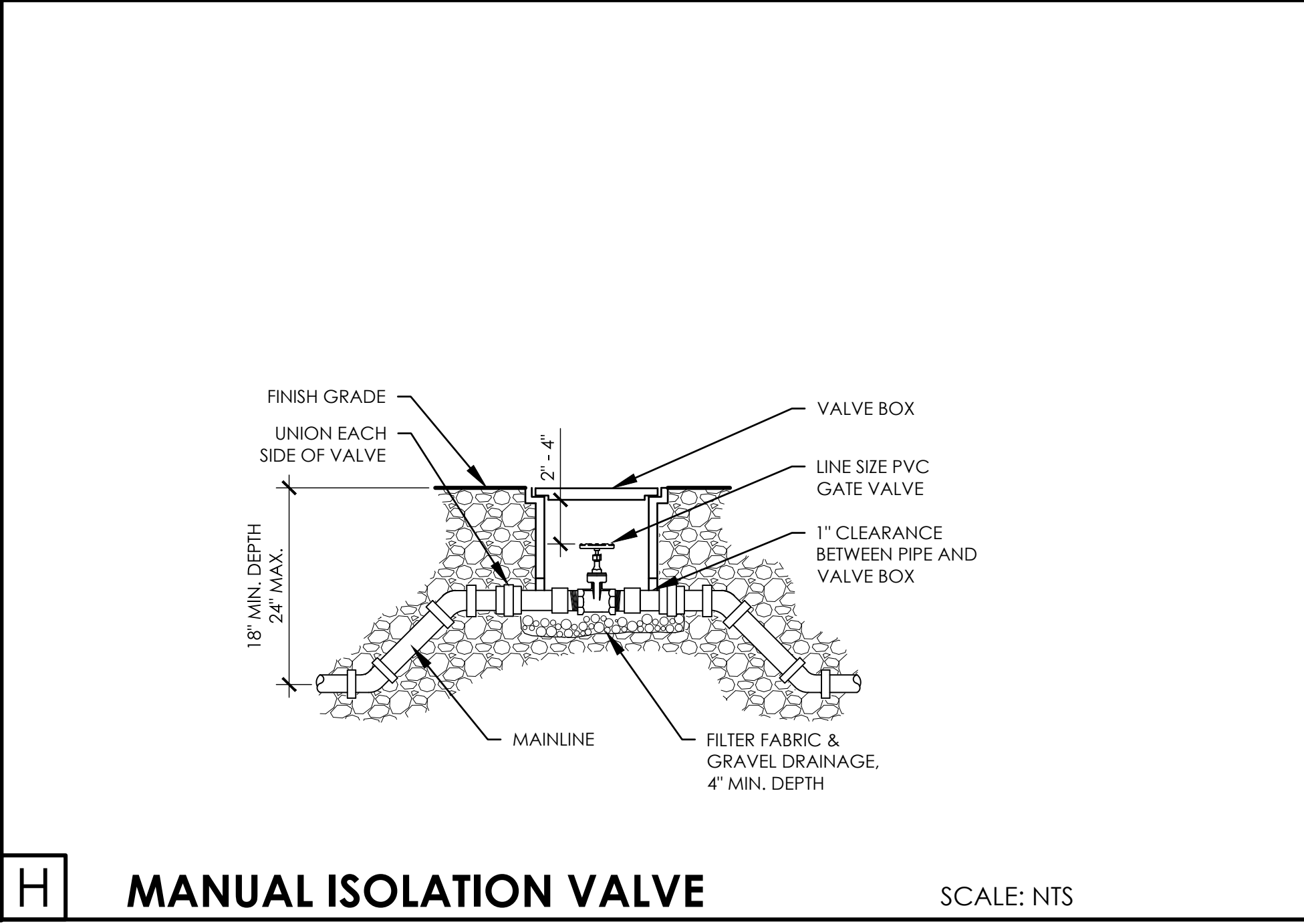
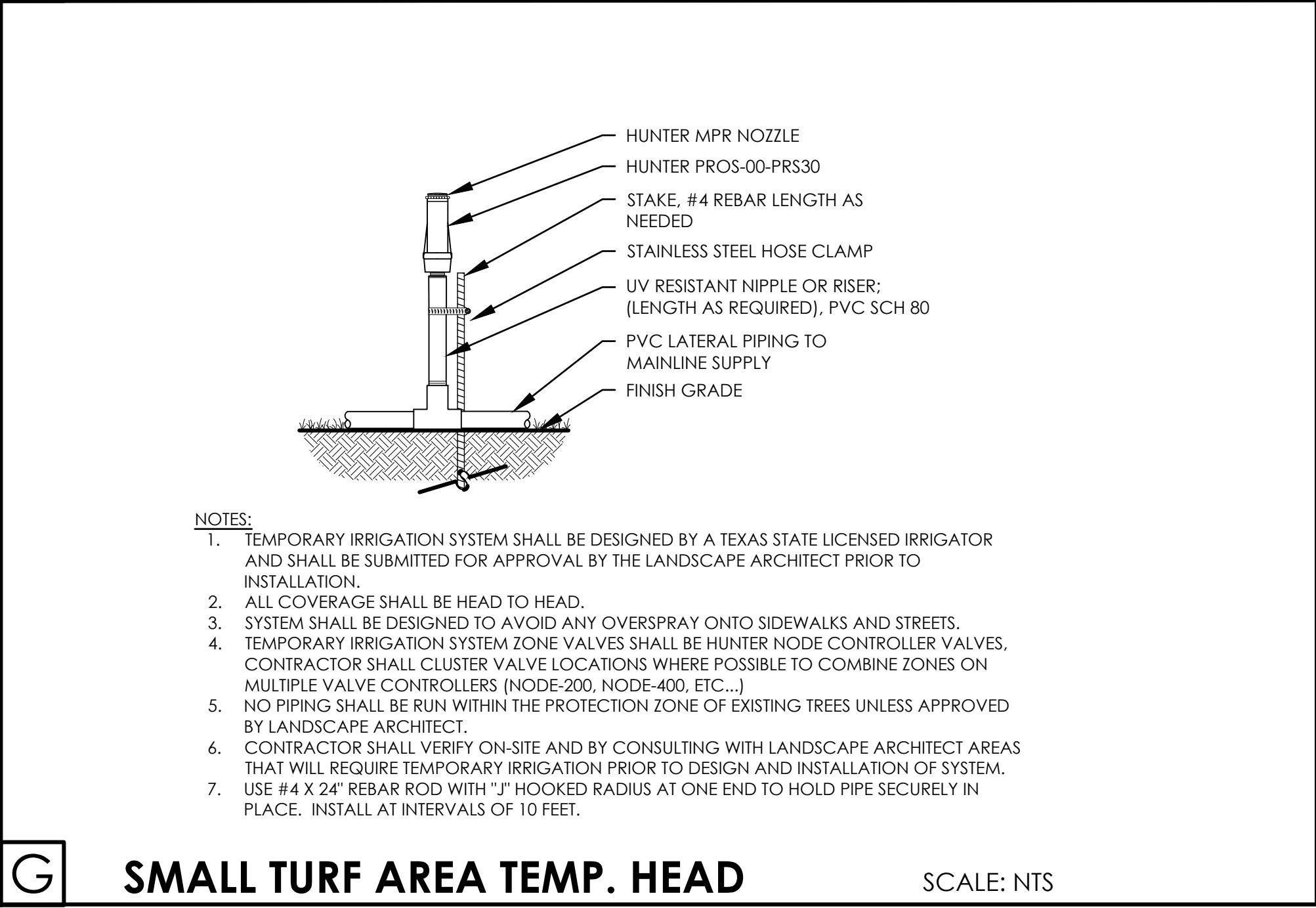
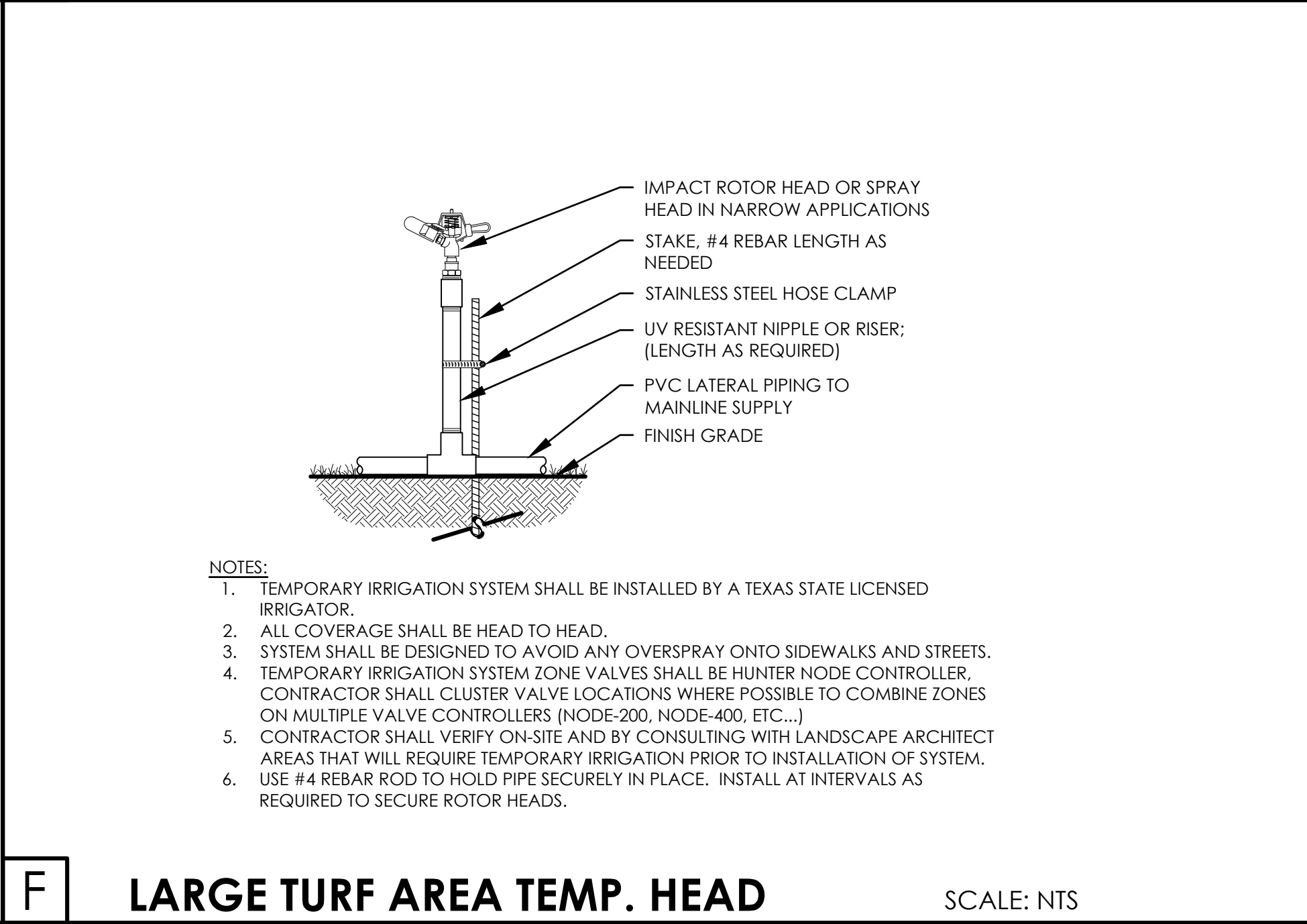
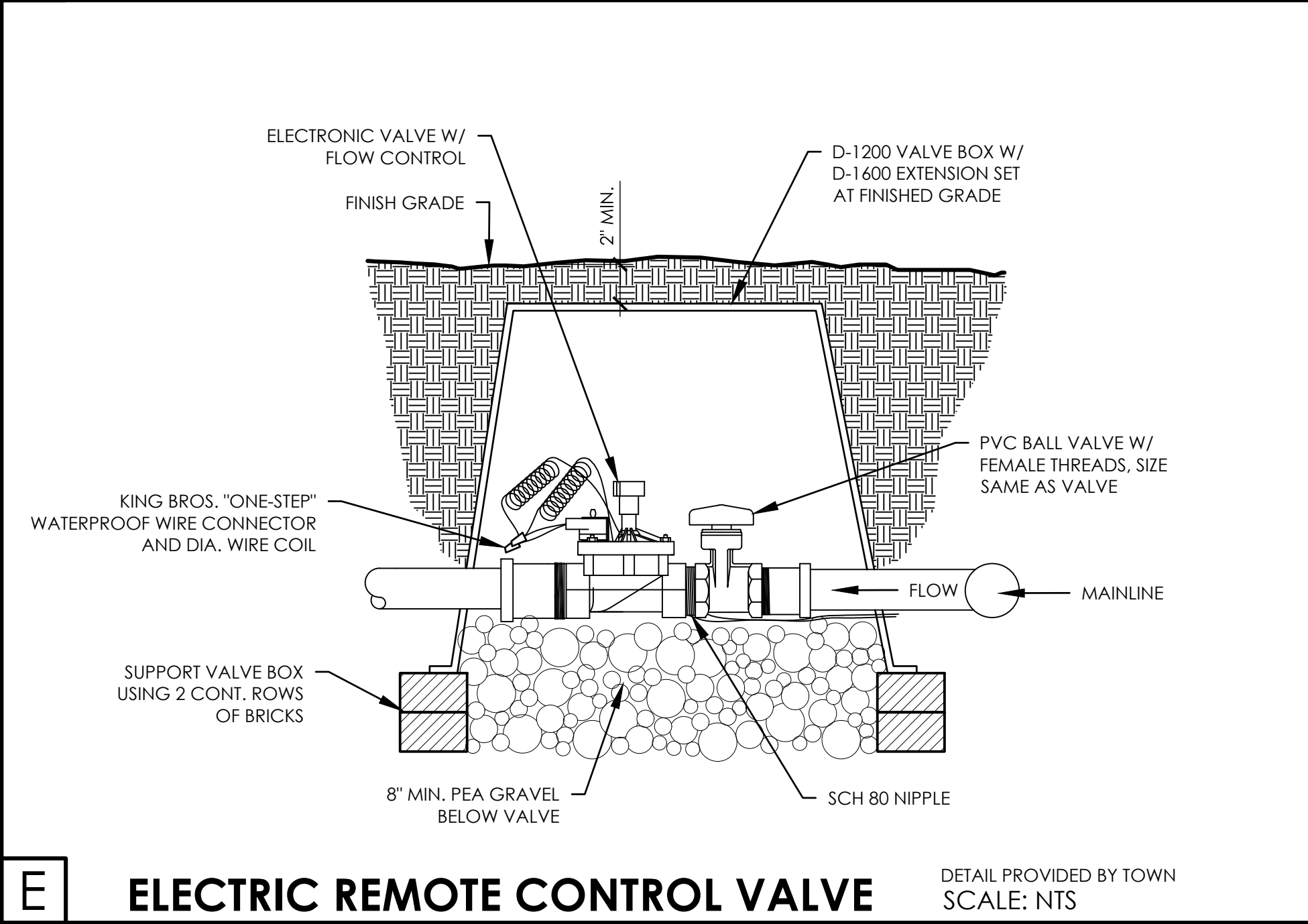
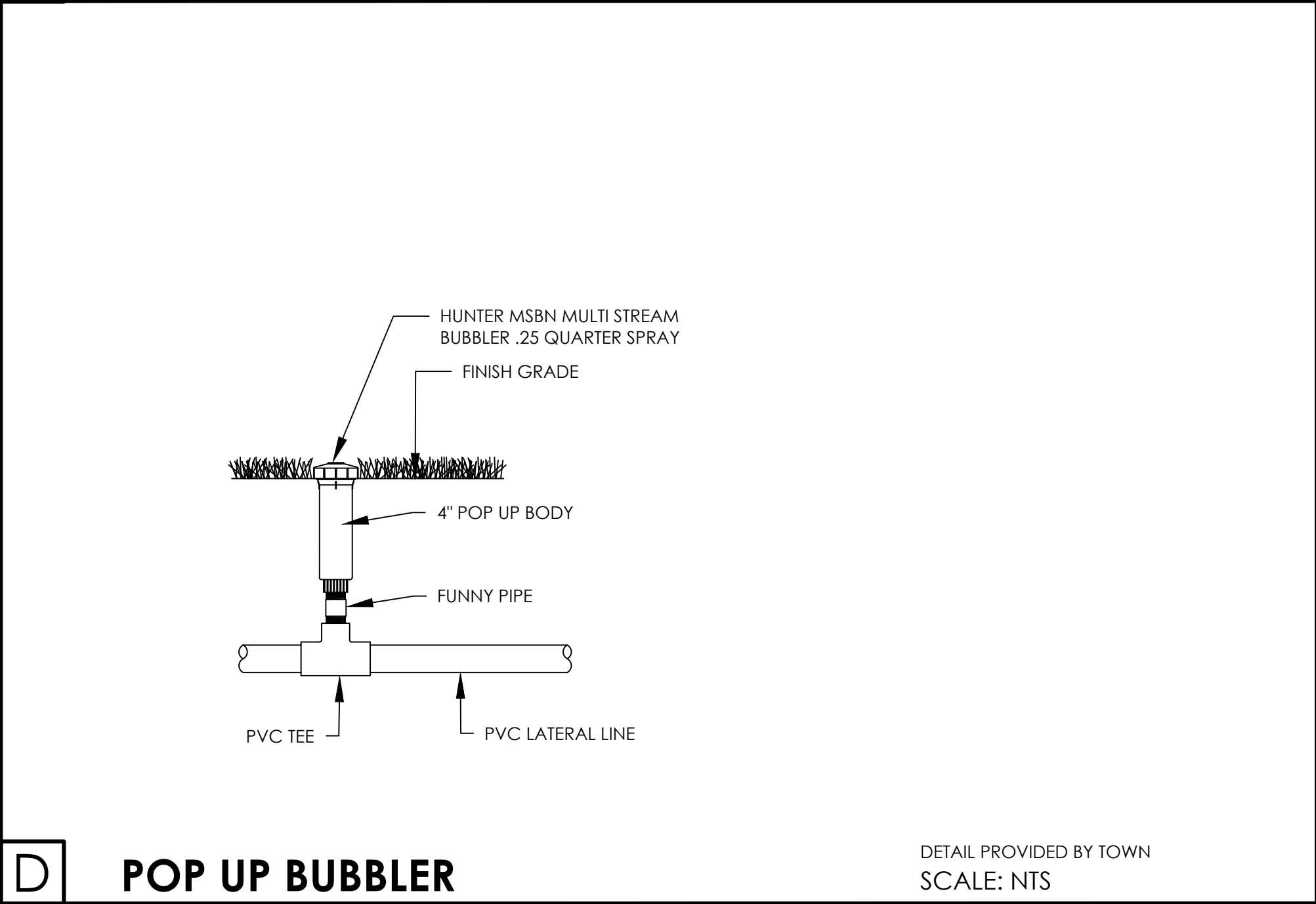
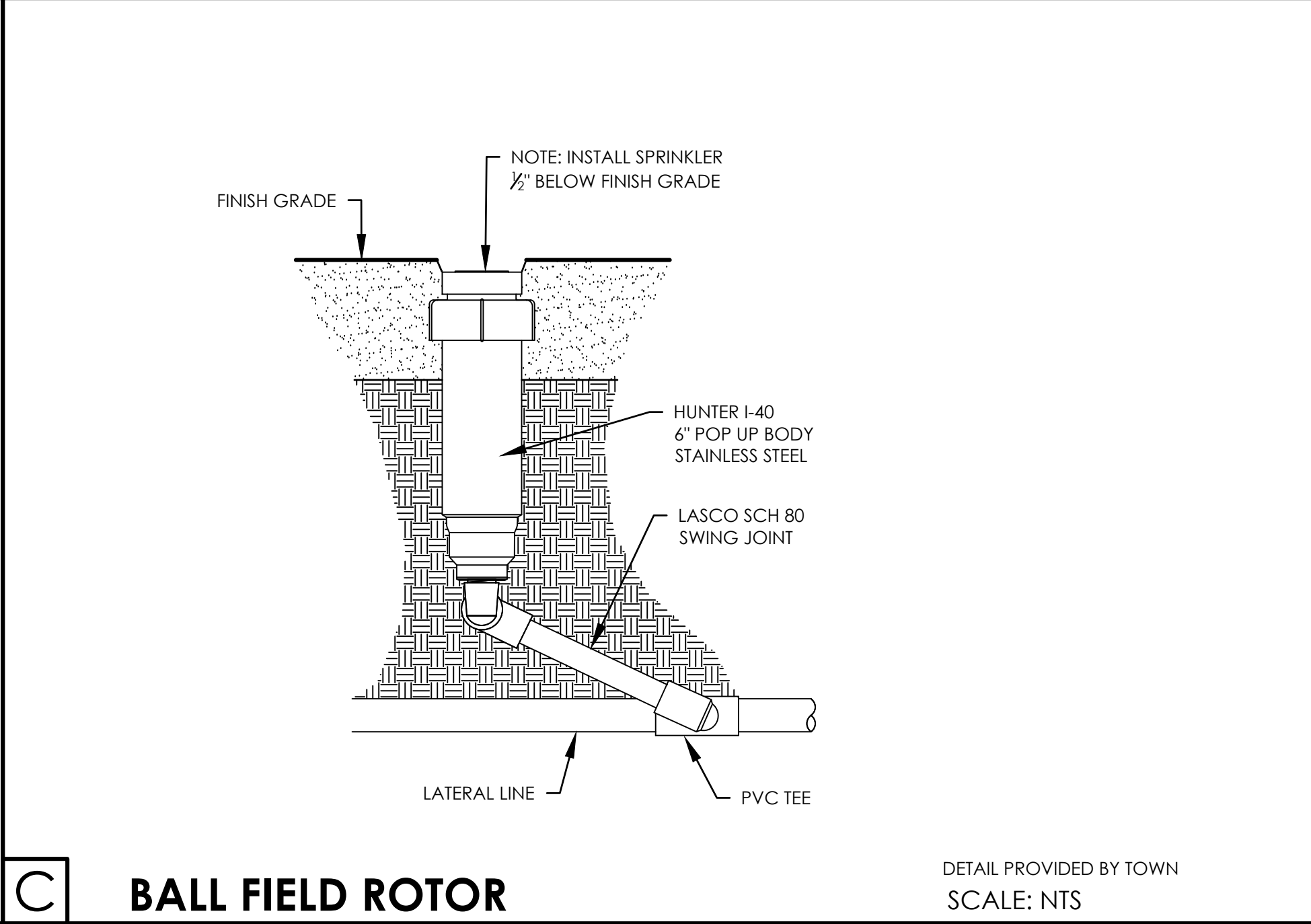
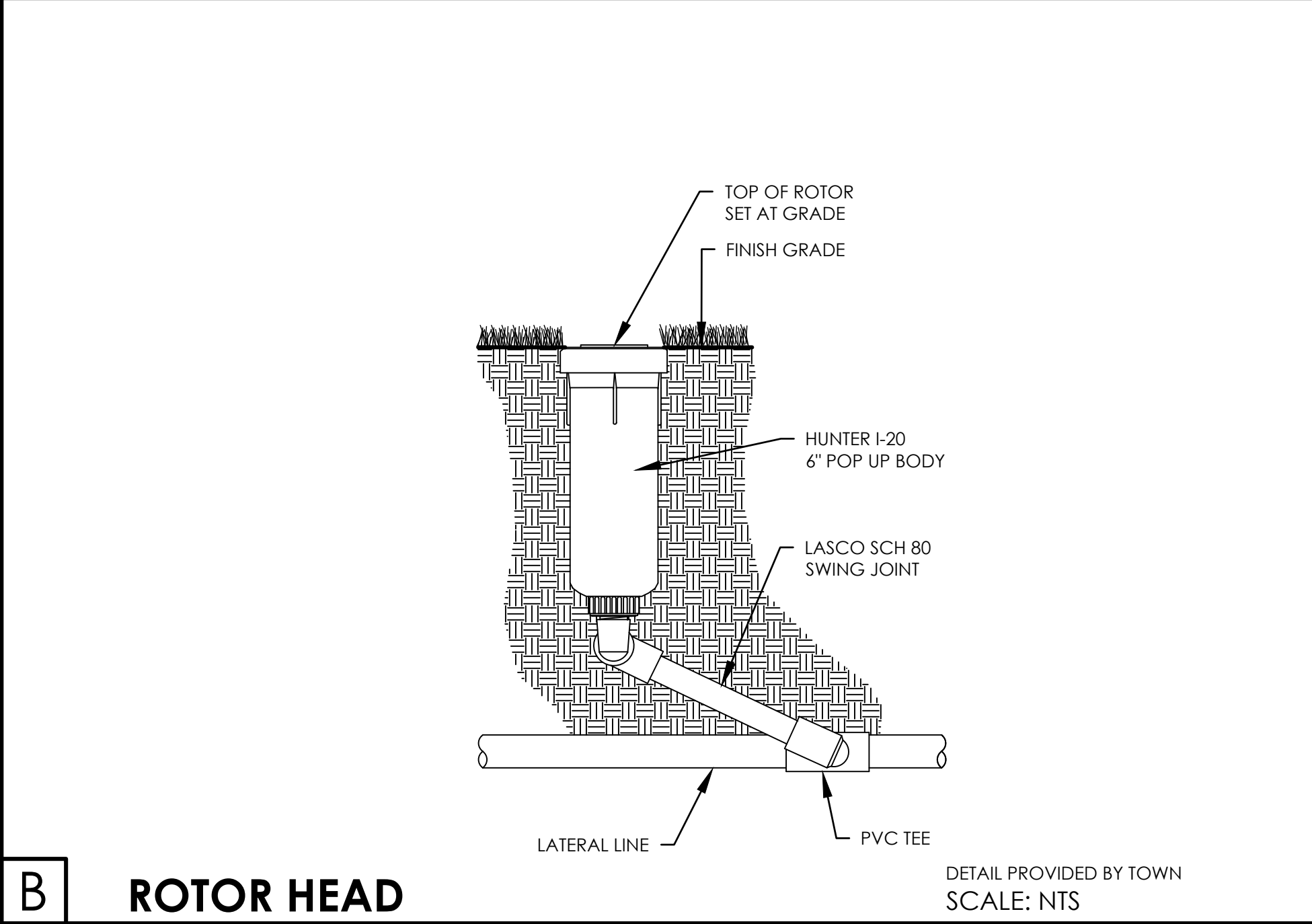
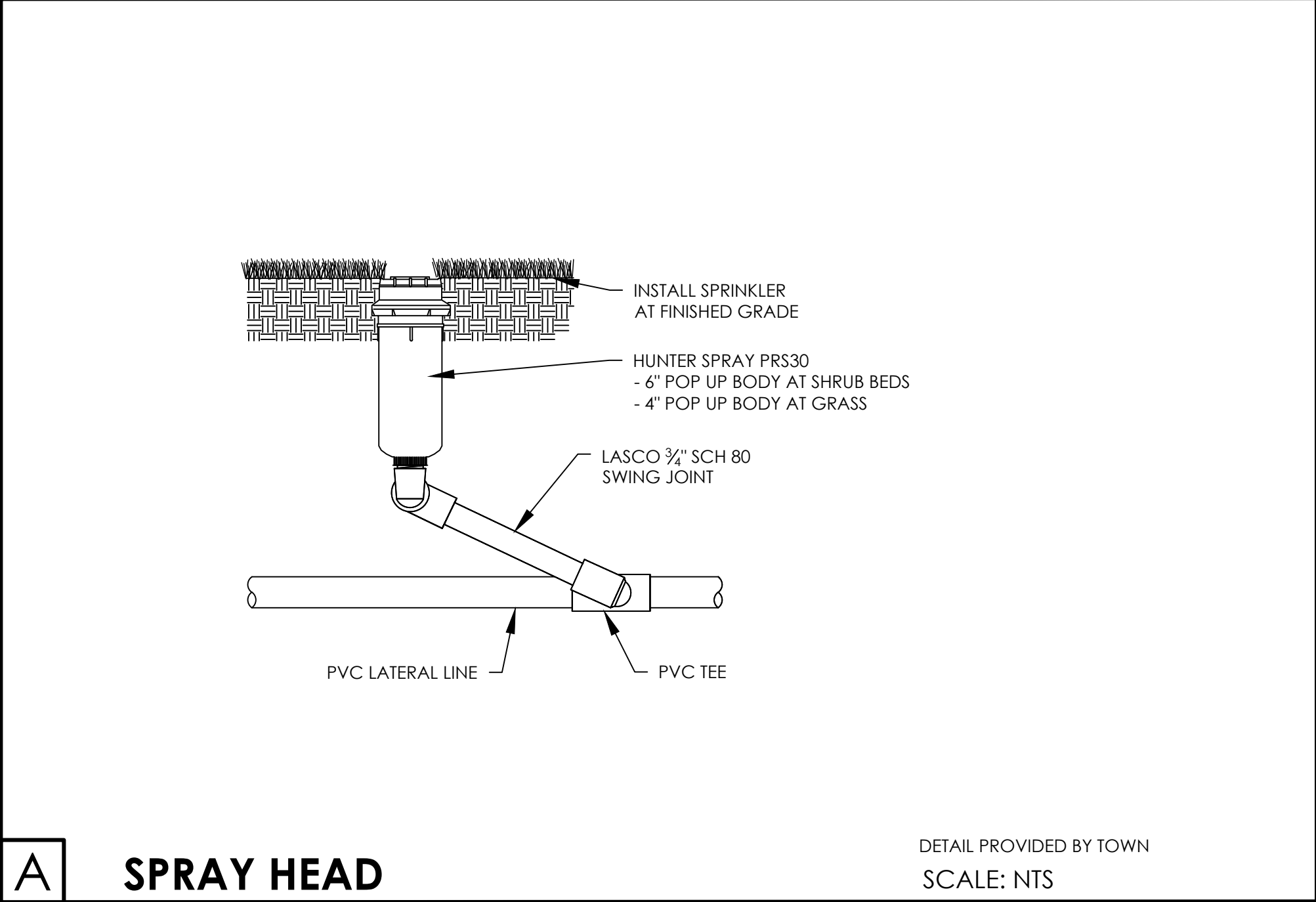
DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
PH: 817.741.1114
FAX: 817.741.1114

RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #: 2122-PK

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under the supervision of:
Janel M. Moody
L.I.#20529

JOB NO.	7691.001
DESIGNED BY:	JMM
DRAWN BY:	JMM
CHECKED BY:	KLS
DATE:	MARCH 13, 2024
SHEET:	L5.20

BID PACKAGE #1
BID PACKAGE #2



REVISIONS		DESCRIPTION	
NO.	DATE		

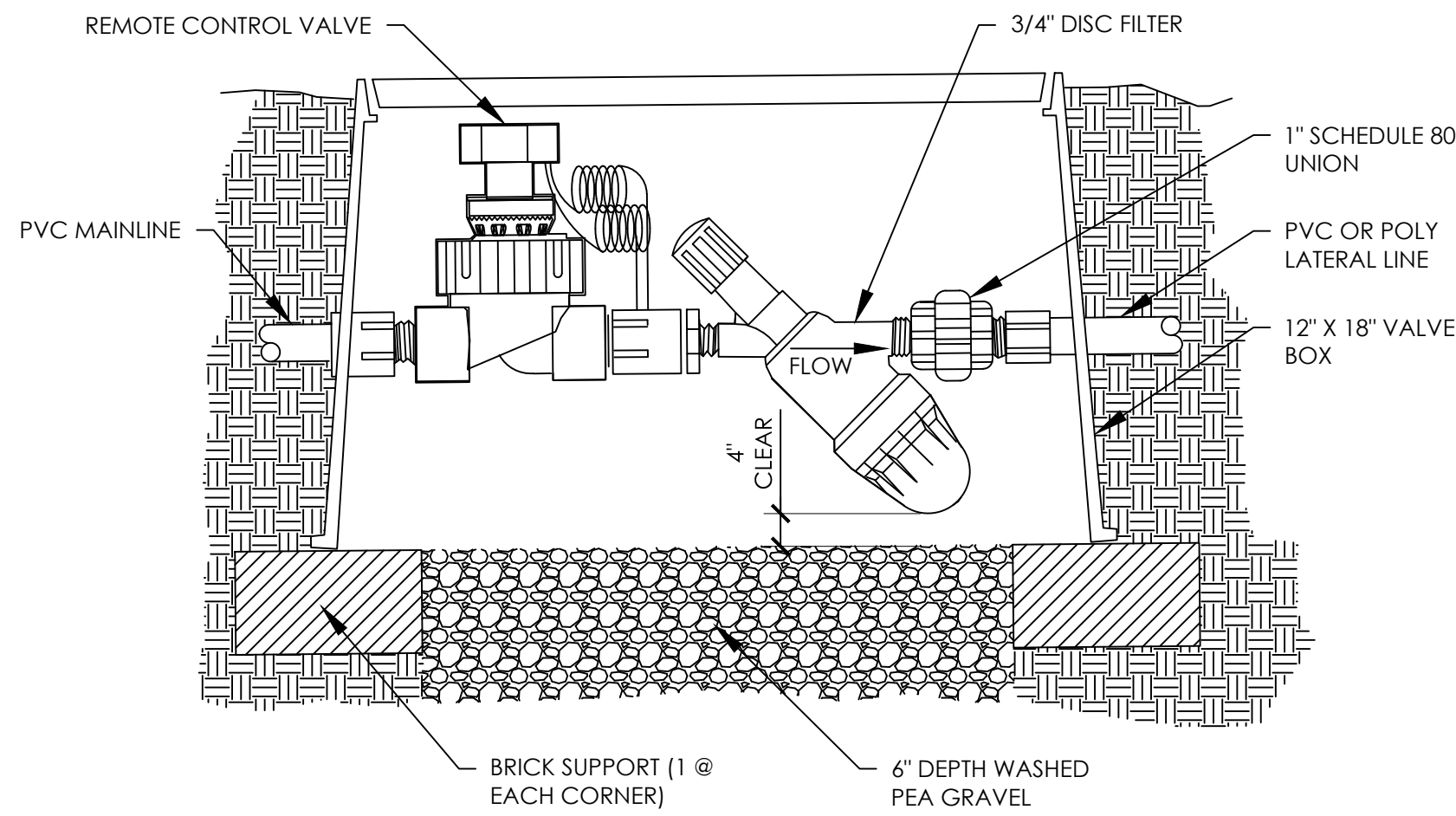
IRRIGATION DETAILS

550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
PH: 817.741.1141
FAX: 817.741.1141

RAYMOND COMMUNITY PARK
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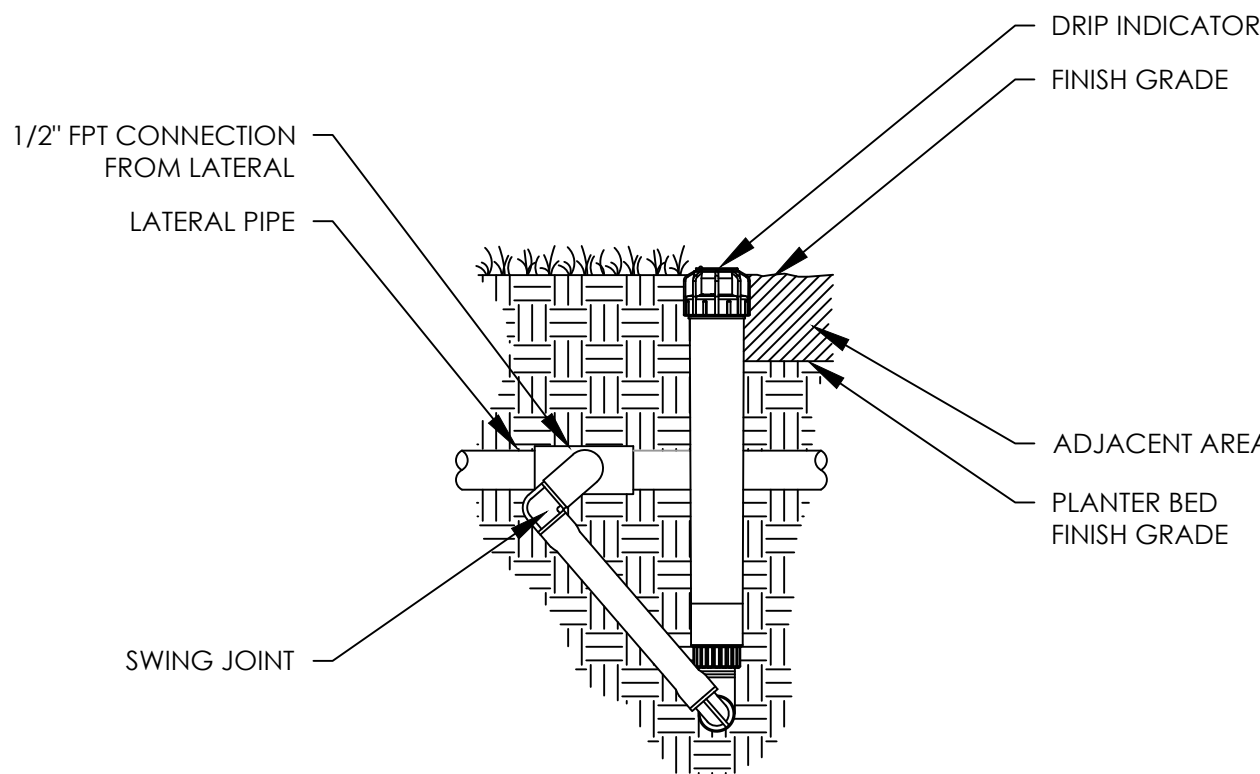
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JOB NO.	7691.001
DESIGNED BY:	JMM
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DATE:	MARCH 13, 2024
SHEET:	L5.21

BID PACKAGE #2



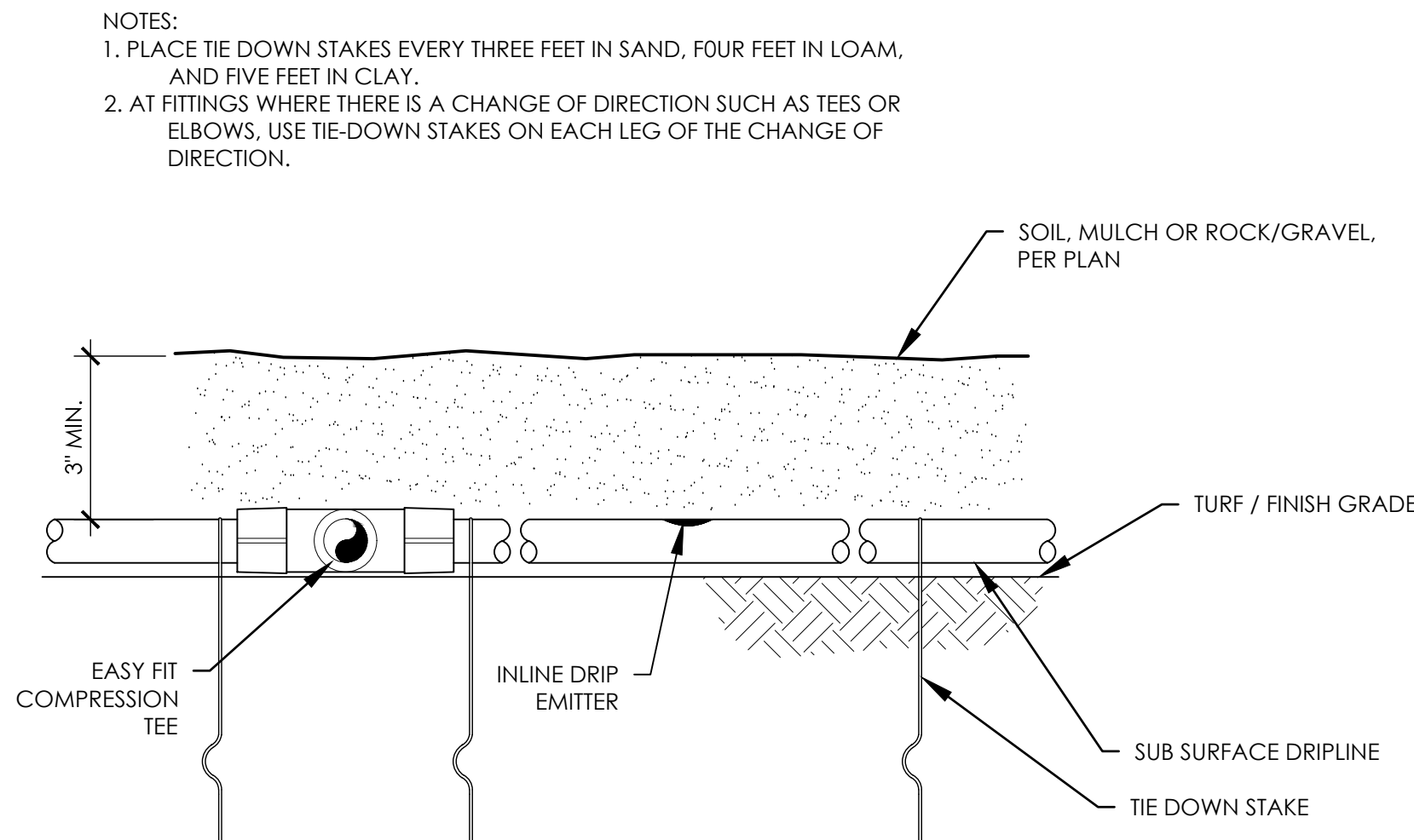
A DRIP REMOTE CONTROL VALVE

SCALE: NTS



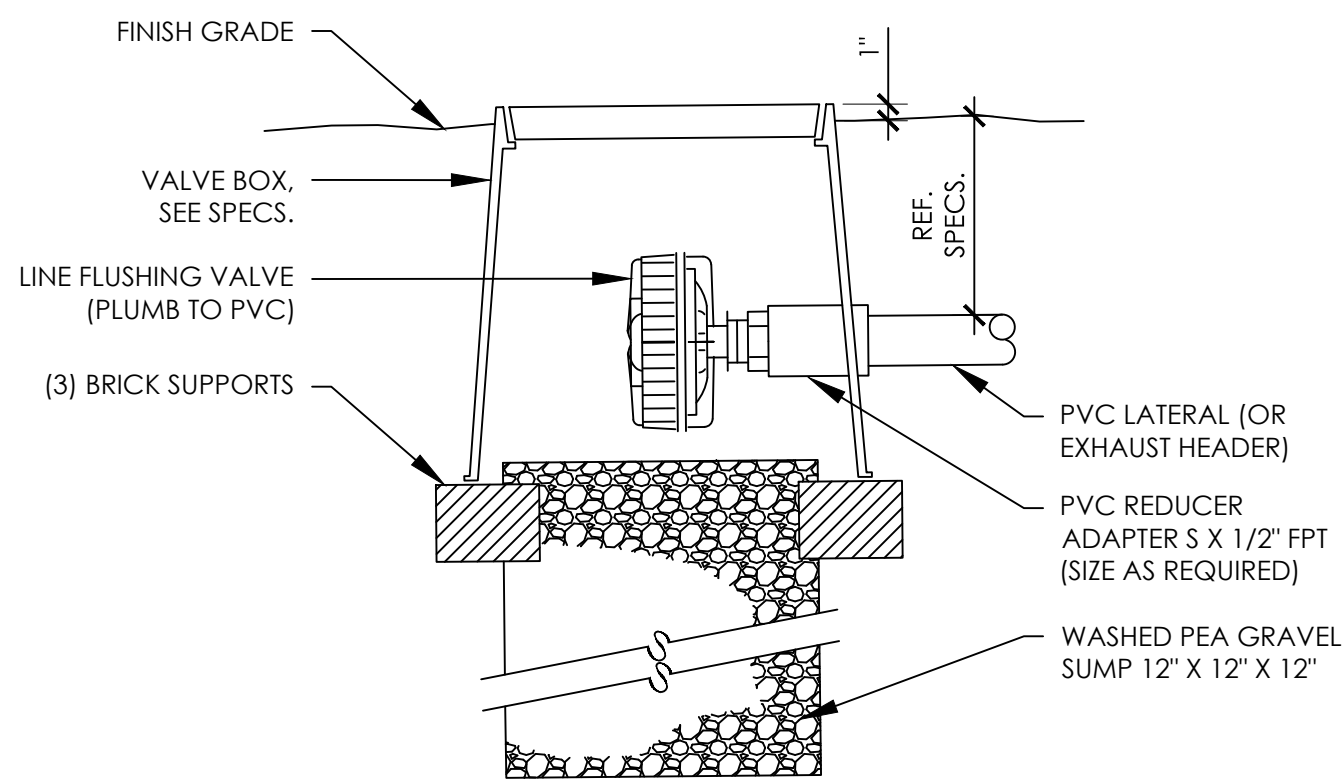
B DRIP INDICATOR ON SWING JOINT

SCALE: NTS



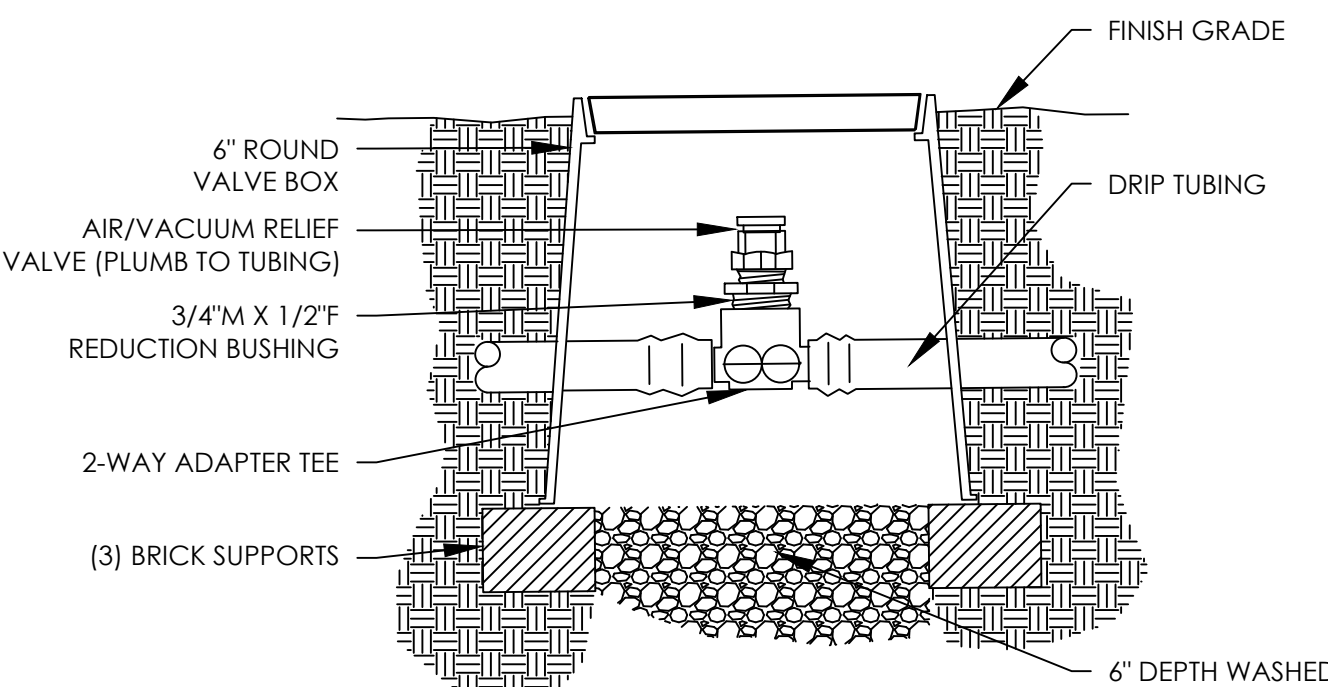
C DRIP TUBING INSTALLATION

SCALE: NTS



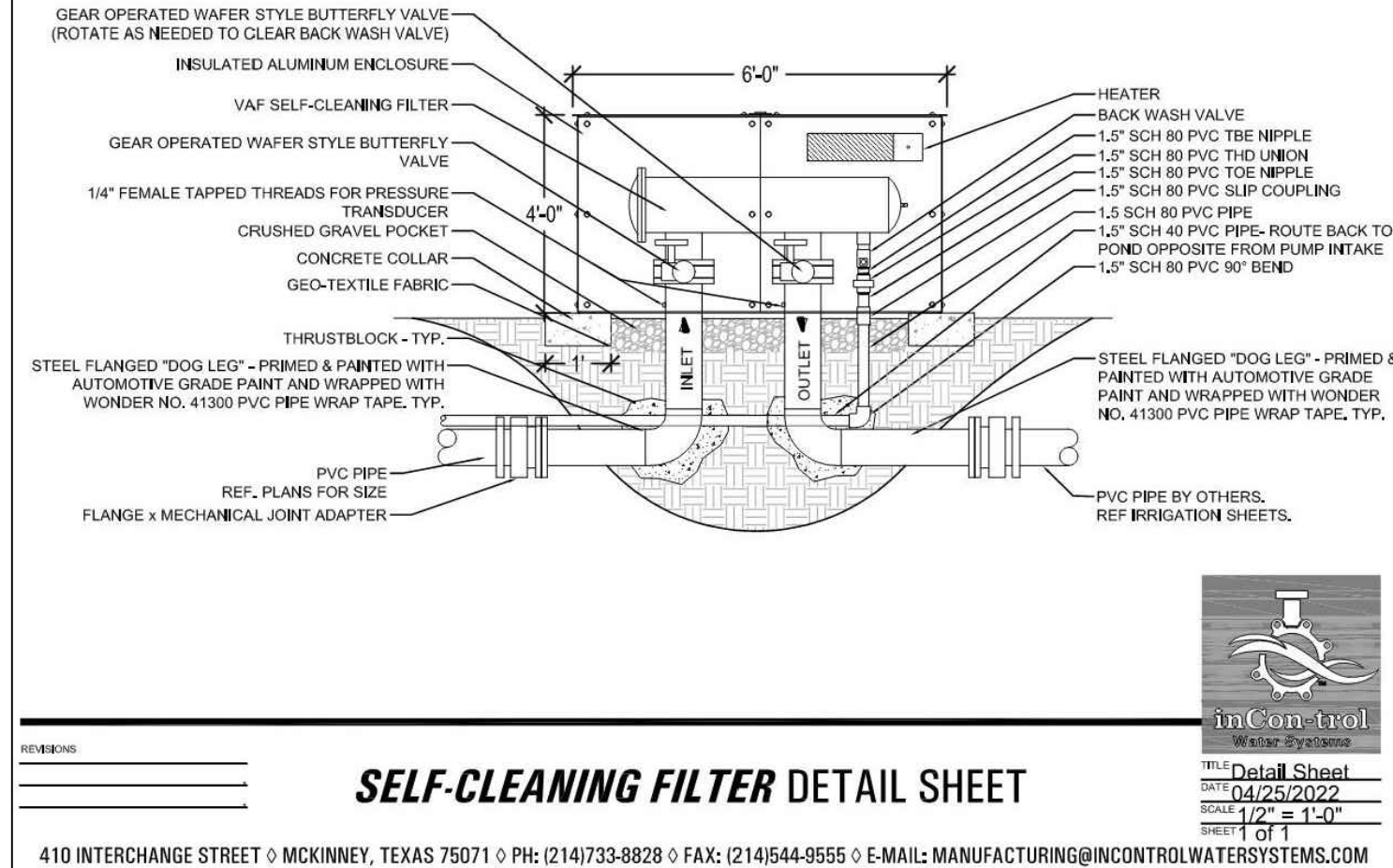
D DRIP LINE FLUSHING VALVE

SCALE: NTS



E DRIP AIR/VACUUM RELIEF VALVE

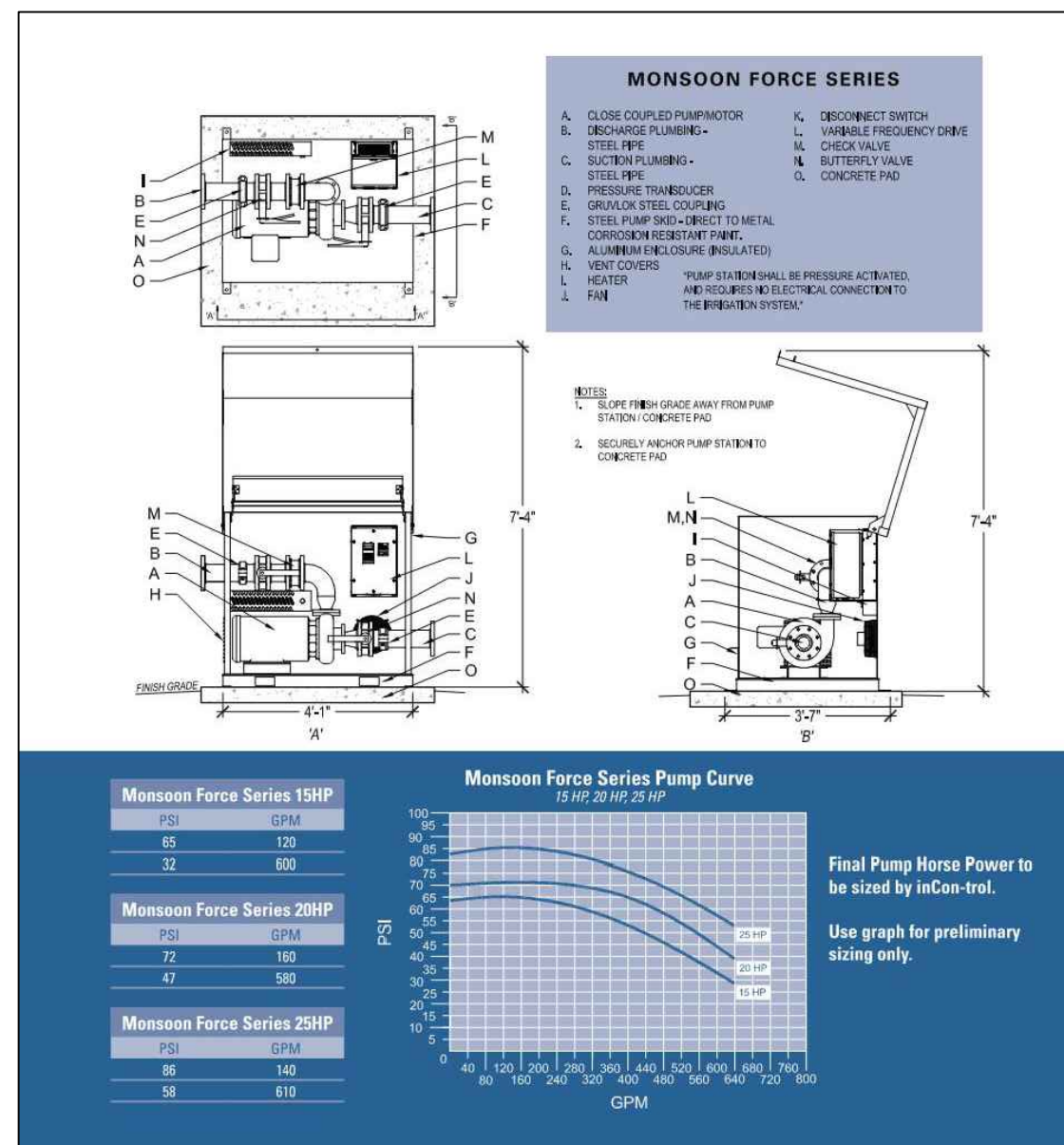
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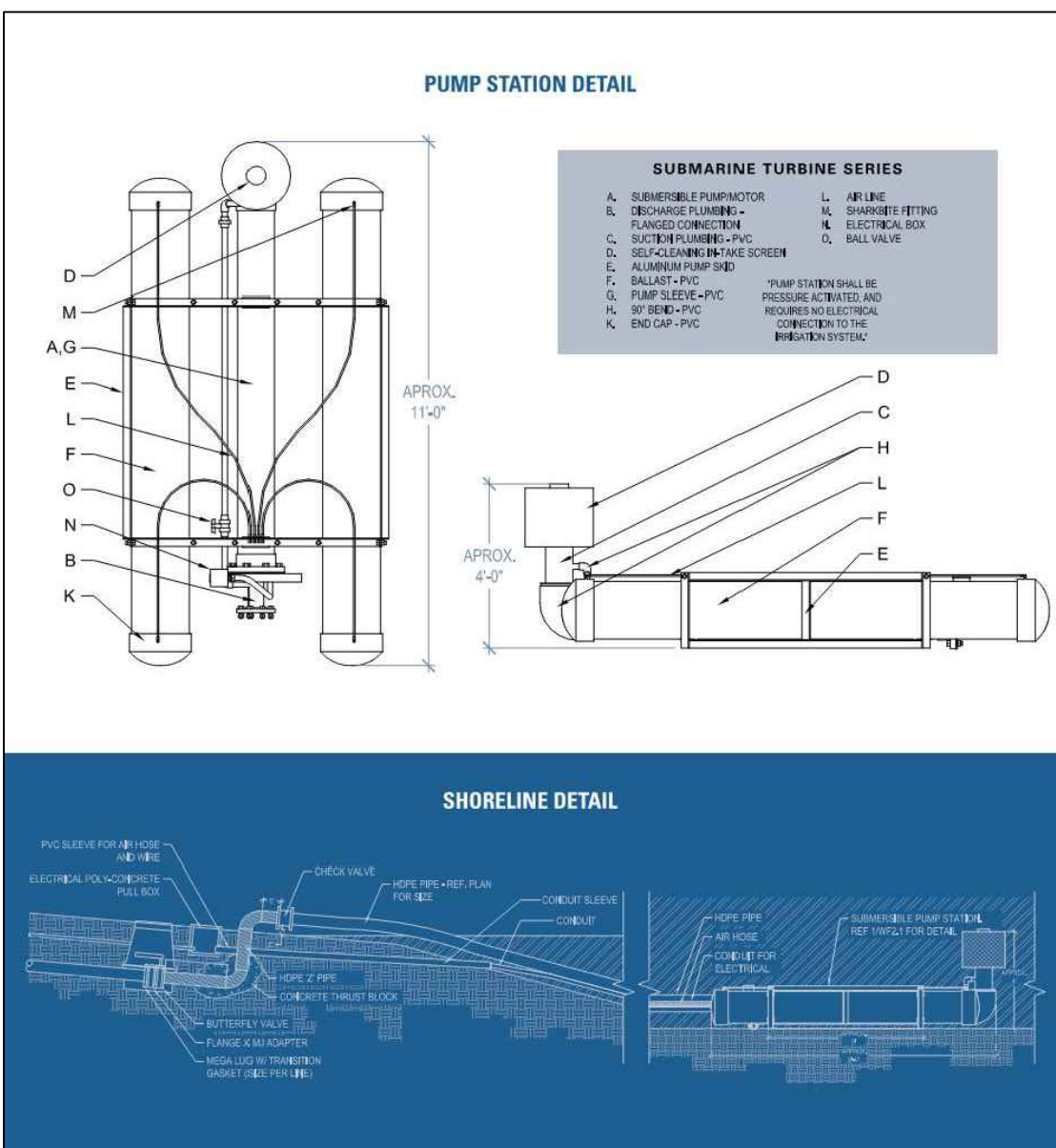
F SELF-CLEANING FILTER

SELF-CLEANING FILTER DETAIL SHEET

410 INTERCHANGE STREET • MCKINNEY, TEXAS 75071 • PH: (214) 733-8828 • FAX: (214) 644-9555 • E-MAIL: MANUFACTURING@INCONTROLWATERSYSTEMS.COM



G MONSOON BOOSTER PUMP - BASE BID



H SUBMARINE SUBMERSIBLE PUMP - BID ALT

- NOTES:
1. ALL PIPE 3" AND LARGER NEEDS TO BE GASKETED PIPE WITH MJ DUCTILE IRON FITTINGS AND CONCRETE THRUST BLOCKS.
 2. THE SYSTEM WILL REQUIRE A MINIMUM OF TWO AIR RELIEF VALVE TO BE FIELD LOCATED.

IRRIGATION DRIP & PUMP DETAILS

DUNAWAY
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RAYMOND COMMUNITY PARK
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VALVE SCHEDULE

NUMBER	MODEL	SIZE	TYPE	GPM	WIRE	DESIGN PSI	FRICTION LOSS	VALVE LOSS	PSI	PSI @ POC	PRECIP.
1	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF ROTOR	117	55	3.18	10.3	48.5		1.0 in/H	
2	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF SPRAY	47.68	30	4.04	2.08	36.1		0.78 in/H	
3	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF SPRAY	114.79	30	3.43	9.88	63.5		1.24 in/H	
4	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF ROTOR	98.42	30	20.3	6.76	57		1.49 in/H	
5	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF ROTOR	20.8	55	3.07	1.5	39.6	66.7	0.66 in/H	
6	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF ROTOR	103.5	55	4.06	7.68	66.7		1.22 in/H	
7	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF SPRAY	94.21	30	7.8	6.13	43.9		1.23 in/H	
8	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF ROTOR	68.6	55	5	3.52	63.5		0.73 in/H	
9	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF SPRAY	72.4	30	4.72	3.74	38.5		1.89 in/H	
10	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF ROTOR	123.54	30	5.96	11.3	47.3	58.4	1.6 in/H	
11	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF ROTOR	121.5	55	4.89	11.1	71.0		1.14 in/H	
12	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF ROTOR	68.23	30	2.88	3.49	36.4		1.35 in/H	
13	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF ROTOR	71.11	30	3.65	3.67	37.3		1.7 in/H	
14	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF ROTOR	90	55	2.74	5.5	63.2		1.07 in/H	
15	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF ROTOR	66	55	1.8	3.36	60.2	69.0	1.68 in/H	
16	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF ROTOR	36	55	6.02	1.62	62.6	70.1	0.65 in/H	
17	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF ROTOR	71.7	60	1.59	3.7	65.3	74.4	0.99 in/H	
18	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF ROTOR	119.5	60	1.47	10.8	72.3	84.5	0.91 in/H	
19	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF ROTOR	117	60	4.47	10.3	69.8	81.6	1.25 in/H	
20	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF ROTOR	119.5	60	2.14	10.8	72.9	84.7	0.97 in/H	
21	CONTROL VALVE-HUNTER ICV	1-1/2"	BUBBLER	35.5	30	14.2	1.61	45.8		30.64 in/H	
22	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF ROTOR	113.8	55	2.01	9.69	66.7	77.7	1.82 in/H	
23	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF ROTOR	41.2	55	3.31	1.76	60.1	67.5	0.59 in/H	
24	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF ROTOR	92	60	4.27	5.8	70.6	80.2	1.2 in/H	
25	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF ROTOR	112.92	30	3.74	9.32	43.3	54.7	1.53 in/H	
26	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF ROTOR	114	60	1.98	9.73	71.7	83.2	2.77 in/H	
27	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF ROTOR	92	60	4.49	5.8	70.3	80.3	1.3 in/H	
28	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF ROTOR	106.2	55	6.79	8.21	70.0	81.4	0.81 in/H	
29	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF ROTOR	104.6	55	4.78	7.9	67.7	78.9	0.89 in/H	
30	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF ROTOR	119.5	60	1.84	10.8	72.6	85.6	0.94 in/H	
31	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF ROTOR	112.5	55	4.29	9.44	68.7		1.21 in/H	
32	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF ROTOR	119.5	60	1.68	10.8	72.5	86.0	0.88 in/H	
33	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF ROTOR	66.2	55	1.96	4.3	65.3	74.6	2.0 in/H	
34	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF ROTOR	37.8	55	6.81	1.66	63.5	71.1	0.65 in/H	
35	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF ROTOR	71.7	60	1.94	3.7	65.6	75.2	1.01 in/H	
36	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF SPRAY	112.61	30	5.75	9.46	45.2	62.9	1.74 in/H	
37	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF ROTOR	81	55	3.81	4.54	63.3	73.9	0.93 in/H	
38	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF SPRAY	122.82	30	3.35	11.2	46.6	60.5	1.3 in/H	
39	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF SPRAY	86.63	30	13.3	5.35	48.7		1.38 in/H	
40	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF ROTOR	108	55	3.56	8.56	67.1	79.3	0.92 in/H	
41	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF ROTOR	108	55	3.14	8.56	66.7	79.0	0.94 in/H	
42	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF ROTOR	112.5	55	4.05	9.44	68.5	82.6	0.95 in/H	
43	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF ROTOR	112.5	55	4.57	9.44	69.0	83.4	0.95 in/H	
44	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF SPRAY	95.31	30	4.61	6.3	40.9	54.2	1.47 in/H	
45	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF ROTOR	66	55	1.89	3.36	60.3		1.61 in/H	
46	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF SPRAY	112.5	30	6.17	9.44	45.6	61.4	1.15 in/H	
47	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF ROTOR	71.7	60	1.6	3.7	65.3	76.0	0.97 in/H	
48	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF ROTOR	119.5	60	1.74	10.8	72.5	90.0	0.89 in/H	
49	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF ROTOR	70.26	30	15.2	3.62	48.8	59.6	1.28 in/H	
50	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF ROTOR	72	55	4.29	3.72	63.0		1.07 in/H	
51	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF ROTOR	119.5	60	1.62	10.8	72.4	90.4	0.87 in/H	
52	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF ROTOR	121.2	55	4.14	11.0	70.2	88.8	0.74 in/H	
53	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF ROTOR	92	60	4.76	5.8	70.6	84.6	1.26 in/H	
54	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF ROTOR	46.8	55	6.47	2.04	63.5	72.4	0.58 in/H	
55	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF ROTOR	113.8	55	1.82	9.69	66.5	84.1	1.82 in/H	
56	CONTROL VALVE-HUNTER ICV	1-1/2"	BUBBLER	83.25	30	35.5	4.78	70.2		30.64 in/H	
57	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF ROTOR	119.5	60	1.84	10.8	72.6	87.6	0.9 in/H	
58	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF ROTOR	117	55	3.17	10.3	68.5	82.7	0.99 in/H	
59	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF ROTOR	119.5	60	1.56	10.8	72.6	86.7	0.9 in/H	
60	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF ROTOR	90.8	55	5	5.62	65.6	76.5	1.17 in/H	
61	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF ROTOR	37.8	55	6.78	1.66	63.4	71.1	0.58 in/H	
62	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF ROTOR	114	60	1.8	9.73	71.5	84.6	1.74 in/H	
63	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF ROTOR	86.2	55	4.38	5.09	64.5	74.9	0.69 in/H	
64	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF ROTOR	103.5	55	3.66	7.68	66.3	78.0	1.07 in/H	
65	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF SPRAY	86.86	30	6.61	5.17	41.8	52.1	2.16 in/H	
66	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF ROTOR	71.7	60	1.61	3.7	65.3	75.5	0.93 in/H	
67	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF SPRAY	88.76	30	4.67	5.37	40.0		1.65 in/H	
68	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF ROTOR	44.8	55	3.98	1.94	60.9		0.47 in/H	
69	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF ROTOR	66.2	60	1.83	3.37	65.2	75.0	1.81 in/H	
70	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF ROTOR	112.5	55	9.41	9.44	73.8	88.8	1.24 in/H	
71	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF SPRAY	62.37	30	4.85	3.14	38.0		1.39 in/H	
72	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF ROTOR	76.5	55	2.11	4.06	61.2		1.27 in/H	
73	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF ROTOR	126	55	3.54	11.6	70.2		0.93 in/H	
74	CONTROL VALVE-HUNTER ICV	1-1/2"	TURF ROTOR	90	55	4.03	5.5	64.5	78.9	0.94 in/H	
Common Wire					13,006						

WATERING SCHEDULE

NUMBER	MODEL	TYPE	PRECIP.	IN/IN/EEK	MIN/IN/EEK	GAL/IN/EEK	GAL/DAY
1	CONTROL VALVE-HUNTER ICV	TURF ROTOR	1.0 in/H	1.5	90	10,530	1,504
2	CONTROL VALVE-HUNTER ICV	TURF SPRAY	0.78 in/H	1.5	116	5,531	790
3	CONTROL VALVE-HUNTER ICV	TURF SPRAY	1.24 in/H	1.5	73	8,380	1,197
4	CONTROL VALVE-HUNTER ICV	TURF SPRAY	1.49 in/H	1.5	61	6,004	858
5	CONTROL VALVE-HUNTER ICV	TURF ROTOR	0.66 in/H	1.5	137	2,850	407
6	CONTROL VALVE-HUNTER ICV	TURF ROTOR	1.22 in/H	1.5	74	7,659	1,094
7	CONTROL VALVE-HUNTER ICV	TURF SPRAY	1.23 in/H	1.5	73	6,878	983
8	CONTROL VALVE-HUNTER ICV	TURF ROTOR	0.73 in/H	1.5	124	8,506	1,215
9	CONTROL VALVE-HUNTER ICV	TURF SPRAY	1.89 in/H	1.5	48	3,475	496
10	CONTROL VALVE-HUNTER ICV	TURF SPRAY	1.6 in/H	1.5	57	7,042	1,006
11	CONTROL VALVE-HUNTER ICV	TURF ROTOR	1.14 in/H	1.5	80	9,720	1,389
12	CONTROL VALVE-HUNTER ICV	TURF SPRAY	1.35 in/H	1.5	67	4,571	653
13	CONTROL VALVE-HUNTER ICV	TURF ROTOR	1.7 in/H	1.5	53	3,769	538
14	CONTROL VALVE-HUNTER ICV	TURF ROTOR	1.07 in/H	1.5	85	7,650	1,093
15	CONTROL VALVE-HUNTER ICV	TURF ROTOR	1.68 in/H	1.5	54	3,564	509
16	CONTROL VALVE-HUNTER ICV	TURF ROTOR	0.65 in/H	1.5	138	4,968	710
17	CONTROL VALVE-HUNTER ICV	TURF ROTOR	0.99 in/H	1.5	91	6,525	932
18	CONTROL VALVE-HUNTER ICV	TURF ROTOR	0.91 in/H	1.5	99	11,831	1,690
19	CONTROL VALVE-HUNTER ICV	TURF ROTOR	1.25 in/H	1.5	73	8,541	1,220
20	CONTROL VALVE-HUNTER ICV	TURF ROTOR	0.97 in/H	1.5	93	11,114	1,588
21	CONTROL VALVE-HUNTER ICV	BUBBLER	30.64 in/H	1.5	3	107	15.2
22	CONTROL VALVE-HUNTER ICV	TURF ROTOR	1.82 in/H	1.5	50	5,690	815
23	CONTROL VALVE-HUNTER ICV	TURF ROTOR	0.59 in/H	1.5	153	6,304	901
24	CONTROL VALVE-HUNTER ICV	TURF ROTOR	1.2 in/H	1.5	76	4,992	699
25	CONTROL VALVE-HUNTER ICV	TURF SPRAY	1.53 in/H	1.5	59	6,663	952
26	CONTROL VALVE-HUNTER ICV	TURF ROTOR	2.77 in/H	1.5	33	3,762	537
27	CONTROL VALVE-HUNTER ICV	TURF ROTOR	1.3 in/H	1.5	70	6,440	920
28	CONTROL VALVE-HUNTER ICV	TURF ROTOR	0.81 in/H	1.5	111	11,788	1,684
29	CONTROL VALVE-HUNTER ICV	TURF ROTOR	0.89 in/H	1.5	102	10,669	1,524
30	CONTROL VALVE-HUNTER ICV	TURF ROTOR	0.94 in/H	1.5	97	11,592	1,656
31	CONTROL VALVE-HUNTER ICV	TURF ROTOR	1.21 in/H	1.5	75	8,438	1,205
32	CONTROL VALVE-HUNTER ICV	TURF ROTOR	0.88 in/H	1.5	103	12,309	1,758
33	CONTROL VALVE-HUNTER ICV	TURF ROTOR	2.0 in/H	1.5	46	3,045	435
34	CONTROL VALVE-HUNTER ICV	TURF ROTOR	0.65 in/H	1.5	138	5,216	745
35	CONTROL VALVE-HUNTER ICV	TURF ROTOR	1.01 in/H	1.5	90	6,453	922
36	CONTROL VALVE-HUNTER ICV	TURF SPRAY	1.74 in/H	1.5	52	5,855	836
37	CONTROL VALVE-HUNTER ICV	TURF ROTOR	0.93 in/H	1.5	97	7,857	1,122
38	CONTROL VALVE-HUNTER ICV	TURF SPRAY	1.3 in/H	1.5	70	8,597	1,228
39	CONTROL VALVE-HUNTER ICV	TURF SPRAY	1.38 in/H	1.5	64	5,850	836
40	CONTROL VALVE-HUNTER ICV	TURF ROTOR	0.92 in/H	1.5	98	10,584	1,512
41	CONTROL VALVE-HUNTER ICV	TURF ROTOR	0.94 in/H	1.5	96	10,368	1,481
42	CONTROL VALVE-HUNTER ICV	TURF ROTOR	0.95 in/H	1.5	95	10,688	1,527
43	CONTROL VALVE-HUNTER ICV	TURF ROTOR	0.95 in/H	1.5	95	10,688	1,527
44	CONTROL VALVE-HUNTER ICV	TURF SPRAY	1.47 in/H	1.5	62	5,909	844
45	CONTROL VALVE-HUNTER ICV	TURF ROTOR	1.61 in/H	1.5	56	3,696	528
46	CONTROL VALVE-HUNTER ICV	TURF SPRAY	1.15 in/H	1.5	79	8,887	1,270
47	CONTROL VALVE-HUNTER ICV	TURF ROTOR	0.97 in/H	1.5	93	6,668	953
48	CONTROL VALVE-HUNTER ICV	TURF ROTOR	0.89 in/H	1.5	101	12,070	1,724
49	CONTROL VALVE-HUNTER ICV	TURF SPRAY	1.28 in/H	1.5	71	4,989	713
50	CONTROL VALVE-HUNTER ICV	TURF ROTOR	1.07 in/H	1.5	85	6,120	874
51	CONTROL VALVE-HUNTER ICV	TURF ROTOR	0.87 in/H	1.5	104	12,428	1,775
52	CONTROL VALVE-HUNTER ICV	TURF ROTOR	0.74 in/H	1.5	123	14,908	2,130
53	CONTROL VALVE-HUNTER ICV	TURF ROTOR	0.72 in/H	1.5	124	15,024	2,150
54	CONTROL VALVE-HUNTER ICV	TURF ROTOR	0.58 in/H	1.5	155	7,254	1,036
55	CONTROL VALVE-HUNTER ICV	TURF ROTOR	1.82 in/H	1.5	50	5,690	815
56	CONTROL VALVE-HUNTER ICV	TURF ROTOR	0.64 in/H	1.5	140	2,520	357
57	CONTROL VALVE-HUNTER ICV	TURF ROTOR	0.9 in/H	1.5	100	11,950	1,707
58	CONTROL VALVE-HUNTER ICV	TURF ROTOR	0.9 in/H	1.5	91	10,575	1,488
59	CONTROL VALVE-HUNTER ICV	TURF ROTOR	0.9 in/H	1.5	100	11,950	1,707
60	CONTROL VALVE-HUNTER ICV	TURF ROTOR	1.17 in/H	1.5	77	6,992	999
61	CONTROL VALVE-HUNTER ICV	TURF ROTOR	1.17 in/H	1.5	77	6,992	999
62	CONTROL VALVE-HUNTER ICV	TURF ROTOR	1.74 in/H	1.5	52	5,928	847
63	CONTROL VALVE-HUNTER ICV	TURF ROTOR	0.69 in/H	1.5	132	11,378	1,625
64	CONTROL VALVE-HUNTER ICV	TURF ROTOR	1.21 in/H	1.5	75	8,978	1,279
65	CONTROL VALVE-HUNTER ICV	TURF SPRAY	2.16 in/H	1.5	42	3,648	521
66	CONTROL VALVE-HUNTER ICV	TURF ROTOR	1.07 in/H	1.5	85	6,120	874
67	CONTROL VALVE-HUNTER ICV	TURF SPRAY	1.65 in/H	1.5	55	4,882	697
68	CONTROL VALVE-HUNTER ICV	TURF ROTOR	0.47 in/H	1.5	192	8,602	1,229
69	CONTROL VALVE-HUNTER ICV	TURF ROTOR	0.3 in/H	1.5	230	3,310	473
70	CONTROL VALVE-HUNTER ICV	TURF ROTOR	1.24 in/H	1.5	73	8,213	1,173
71	CONTROL VALVE-HUNTER ICV	TURF ROTOR	1.24 in/H	1.5	73	8,213	1,173
72	CONTROL VALVE-HUNTER ICV	TURF ROTOR	1.27 in/H	1.5	71	5,432	776
73	CONTROL VALVE-HUNTER ICV	TURF ROTOR	0.93 in/H	1.5	97	12,222	1,746
74	CONTROL VALVE-HUNTER ICV	TURF ROTOR	1.24 in/H	1.5	73	8,640	1,234
TOTALS:					6,247	550,085	78,584

Attachment E- Drawings (continued)

SECTION 00 3000

Item 20.

BID FORM

Raymond
Community Park
Prosper, Texas

Bid Of _____
Address _____
Town/State/Zip _____
Date of Bid Opening _____
Telephone # _____
Fax # _____
E-mail _____

TO DEAN CONSTRUCTION

c/o THE TOWN OF PROSPER, TEXAS
(Location of receipt of bids is for the convenience
of Dean Construction and the Bidders only; this
is not a Town of Prosper procurement process):

The undersigned hereby proposes to furnish the equipment, fuel, labor, materials, power, tools, superintendence, transportation, and all other resources necessary to successfully complete the Work as defined in the Contract Documents for the Raymond Community Park Phase 2, in the Town Of Prosper, Texas, for the following prices, which prices are clearly and definitely understood, shall include, without limitation, all construction materials and equipment as set out in the basis of payment in these contractual documents and maintaining same as required by the detailed specifications.

Bidders may bid on one or more items on the same
bid form.

Each bid item must be bid complete and without
alterations.

Bidders must complete the Contractor Qualifications Section
00 4150 and return with the bid.

Attachment E- Drawings (continued)

BID SCHEDULE

Item 20.

Bid Package No.	Unit	Description and Price in Words	PRICE IN FIGURES *	
			Unit Price	Total

UNIT PRICE BID

		Base Bid Items		
1	LS	<p>Site Concrete Complete in place per plans, specs, and addenda Includes:</p> <ol style="list-style-type: none"> 1. Excavation 2. Subgrade prep 3. Lime where indicated 4. Backfill from onsite stockpile 5. Trail/walkways 6. Plaza paving 7. Vehicular paving from parking to / through plaza 8. Concrete bleacher seating 9. H/C ramps/ detectable warning plates 10. Dugouts 11. Concrete steps 12. Retaining wall/foundations / waterproofing 13. Dugout walls/foundations 14. Mow strips 15. Fence/mow strips 16. Playground border 17. Footings for masonry columns 18. Drainage at retaining walls 19. Install embeds furnished by others 20. Saw/jointing per plans 21. Sealing 22. Backstop beams/walls 23. Bench pads 24. Paving under shade structures 25. Concrete flumes 26. Zap stand foundation <p>All work to meet the Town of Prosper standards & specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the lump sum price of</p> <p>_____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$

Attachment E Drawings (continued)

Item 20.

2

LS

Complete in place per plans, specs, and addenda

Includes

1. Excavation
2. Concrete footing
3. Limestone blocks
4. Stainless Steel Pins
5. Installation
6. Geotextile fabric
7. Drainage/gravel
8. Backfill from on-site material

All work to meet the Town of Prosper standards & specifications

Clean up – dress up

Dispose of spoils and trash

for the lump sum price of

_____ Dollars and NO cents.

Work will be completed in _____ calendar days from Notice to Proceed.

\$

\$

3

LS

Pickleball Courts only

Complete in place per plans, specs, and addenda

Includes:

1. Foundation design
2. Fine grade from $\pm .10'$
3. Courts
4. Fence
5. Windscreens
6. Pickleball equipment
7. Striping/surfacing

Lighting by others

Subgrade prep by others

All work to meet the Town of Prosper standards and specifications

Clean up – dress up and backfill

for the lump sum price of

_____ Dollars and NO cents.

Work will be completed in _____ calendar days from Notice to Proceed.

\$

\$

Attachment E Drawings (continued)

Item 20.

4	LS	<p>Work will be completed in _____ calendar days from Notice to Proceed.</p> <p>Subgrade conditioning/ selection at pickleball courts Complete in place per plans, specs, and addenda Includes: 1. Subgrade prep per geotechnical report to 1" PVR</p> <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the lump sum price of</p> <p>_____ Dollars and NO cents.</p>	\$	\$
5	LS	<p>Work will be completed in _____ calendar days from Notice to Proceed.</p> <p>Foundations only for fabric shade structures at Tennis and Pickleball Courts Complete in place per plans, specs, and addenda Includes: 1. Foundations only 2. Anchor bolts Extra care should be used when using equipment on post-tension courts or drilling / sawing courts</p> <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the lump sum price of</p> <p>_____ Dollars and NO cents.</p>	\$	\$

Attachment E- Drawings (continued)

Item 20.

6

LS

Complete in place per plans, specs, and addenda

Includes:

1. Chain link fence/gates
2. Post footings
3. Dugouts
4. Foul poles
5. Fence Topper
6. Custom Print Windscreen
7. Windscreen
8. Ameristar Fencing

Batting cage fencing by others

Concrete mow strip and backstop beams (walls) by others

Backstop nets/poles by others

Dugout roofs by others

All work to meet the Town of Prosper standards and specifications

Clean up – dress up

Dispose of spoils and trash

for the lump sum price of

_____ Dollars and NO cents.

Work will be completed in _____ calendar days from Notice to Proceed.

\$

\$

7

LS

Backstop nets

Complete in place per plans, specs, and addenda

Includes:

1. Engineering
2. Poles /foundations
3. Cabling
4. Hardware
5. Nets
6. Installation

Bleacher Shade Poles By Others

Backstop beams/walls by others

All work to meet the Town of Prosper standards and specifications

Clean up – dress up

Dispose of spoils and trash

for the lump sum price of

_____ Dollars and NO cents.

Work will be completed in _____ calendar days from Notice to Proceed.

\$

\$

Attachment E- Drawings (continued)

Item 20.

8

LS

Complete in place per plans, specs, and addenda

Includes:

1. Piers/pier caps or spread footings
2. Structural steel shelters
3. Metal roof
4. Installation
5. Paint

Electrical by others

All work to meet the Town of Prosper standards and specifications

Clean up – dress up

Dispose of spoils and trash

for the lump sum price of

_____ Dollars and NO cents.

Work will be completed in _____ calendar days from Notice to Proceed.

\$

\$

9

LS

Dugout roof (metal roofing)

Complete in place per plans, specs, and addenda

Includes:

1. Steel framing
2. Metal roof
3. Paint

Fence posts by others

All work to meet the Town of Prosper standards and specifications

Clean up – dress up

Dispose of spoils and trash

for the lump sum price of

_____ Dollars and NO cents.

Work will be completed in _____ calendar days from Notice to Proceed.

\$

\$

Attachment E Drawings (continued)

Item 20.

10	LS	<p>Complete in place per plans, specs, and addenda Includes:</p> <ol style="list-style-type: none"> 1. Concrete footings 2. Anchor bolts 3. Structural steel 4. Sign Lettering 5. Metal Bands attached to fence with sign hardware 6. Ornamental gates 7. Paint <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the lump sum price of</p> <p>_____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$
11	LS	<p>Coit Road Monument Sign Complete in place per plans, specs, and addenda Includes:</p> <ol style="list-style-type: none"> 1. Foundation 2. Structural Steel 3. Sign Lettering 4. Stacked Quarry Blocks 5. Paint <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the lump sum price of</p> <p>_____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$

Attachment E- Drawings (continued)

Item 20.

12	LS	<p>Restroom Enclosure Building Complete in place per plans, specs, and addenda Include: Building pad excavation and prep (per geo tech) All electrical building service panels and transformers are to be furnished and installed by the site electrical contractor. All electrical components from the building panels are to be furnished and installed by the building electrical contractor. Connect to sewer, storm drainage, and water 10' from the building.</p> <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the lump sum price of _____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$
13	LS	<p>Aluminum Bleacher Seating Complete in place per plans, specs, and addenda Includes:</p> <ol style="list-style-type: none"> 1. Bleacher seating at fields 2,3 & 4 2. Spectator seating 3. Portable Bleachers for field 1 <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the lump sum price of _____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$
14	LS	<p>Parking lot striping & signage Complete in place per plans, specs, and addenda Includes: pressure wash for lines, striping, H/C logo and stripes, wheel stops, fire lane striping, turn lane striping, Barricading, H/C signs, and poles.</p> <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the lump sum price of _____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$

Attachment E- Drawings (continued)

Item 20.

15

LS

Complete in place per plans, specs, and addenda

Include:

1. Excavation
2. Subgrade prep
3. Grade beams
4. Slab
5. Masonry
6. Bollards
7. Gates

All work to meet the Town of Prosper standards and specifications

Clean up – dress up
Dispose of spoils and trash

for the lump sum price of

_____ Dollars and NO cents.

Work will be completed in _____ calendar days from Notice to Proceed.

\$

\$

16

LS

Ballfield Clay / conditioner

Complete in place per plans, specs, and addenda

Include:

1. Subgrade prep / fine grade
2. Ballfield Clay
3. Infield Conditioner
4. Processing
5. Pitching rubbers
6. Home plates
7. Bases including inserts

All work to meet the Town of Prosper standards and specifications

Clean up – dress up
Dispose of spoils and trash

for the lump sum price of

_____ Dollars and NO cents.

Work will be completed in _____ calendar days from Notice to Proceed.

\$

\$

Attachment E - Drawings (continued)

Item 20.

17

LS

Complete in place and operational per plans, specs, and addenda

Include:

1. A complete and operational irrigation system
2. Backflow prevention
3. Booster Pump
4. Irrigation controllers
5. Sleeving
6. Trench backfill/compaction
7. Performance/payment bonds

Irrigation tap and meter by others

Electrical power to pump and controllers by others

\$

\$

All work to meet the Town of Prosper standards and specifications

Clean up – dress up

Dispose of spoils and trash

for the lump sum price of

_____ Dollars and NO cents.

Work will be completed in _____ calendar days from Notice to Proceed.

18

LS

Landscape

Furnish and install all components per plans, specs, and addenda

Include:

1. Trees
2. Shrubs
3. Ground cover
4. Bed Prep
5. Mulch
6. Planting soils
7. Brazos River Rock
8. Moss Boulder Edge
9. Weed barrier fabric
10. Landscape drains
11. Staking
12. Performance/payment bonds

Artificial turf by others

The installer shall maintain plants, trees, and shrubs until accepted by the owner

All work to meet the Town of Prosper standards and specifications

Clean up – dress up

Dispose of spoils and trash

for the lump sum price of

_____ Dollars and NO cents.

Work will be completed in _____ calendar days from Notice to Proceed.

Attachment E- Drawings (continued)

Item 20.

19

LS

Site Grading Maintenance
Complete in place per plans, specs and addenda

Includes:

1. Fine grade for the entire site
2. Backfill all work
3. Minor swale work
4. Repair erosion
5. Work as needed or as directed by the CMR for the duration of the job
6. One operator for forty hours per week for twelve months
7. Equipment as needed
8. Laborers as needed for hand work to maintain site grading

\$

\$

All work to meet the Town of Prosper standards and specifications

Clean up – dress up

Dispose of spoils and trash

for the lump sum price of

_____ Dollars and NO cents.

Work will be completed in _____ calendar days from Notice to Proceed.

20

LS

Turf establishment

Furnish and install per plans, specs, and addenda

Include:

1. Fine grade
2. Round up and prep all areas to receive turf
3. Sod
4. Hydromulch
5. Temporary grass as required for stabilization
6. Temporary irrigation

Fertilize the turf at least two times, mow, and edge at least 8 times or until the owner accepts the site.

\$

\$

All work to meet the Town of Prosper standards and specifications

Clean up – dress up

Dispose of spoils and trash

for the lump sum price of

_____ Dollars and NO cents.

Work will be completed in _____ calendar days from Notice to Proceed.

Attachment E- Drawings (continued)

Item 20.

Complete in place per plans, specs, and addenda

Includes:

1. Excavation
2. Subgrade prep
3. Filter fabric
4. Equipment and installation
5. Standard playground footings
6. Compacted stone
7. Poured-in-place surfacing
8. Wood fiber surfacing
9. Artificial turf
10. Drainage gravel
11. Subsurface drainage to 10' outside playgrounds
12. Provide ASTM &/or CPSC, and IPEMA compliance documentation for all surfacing and play equipment.

21

LS

Playground Border by others

\$

\$

The specifications note one playground manufacturer as the basis of design, and two others as approved equals. Other firm(s) that can meet the basis of design requirements are encouraged to provide their bid(s) as part of this solicitation process.

All work to meet the Town of Prosper standards and specifications

**Clean up – dress up
Dispose of spoils and trash**

for the lump sum price of

_____ Dollars and NO cents.

Work will be completed in _____ calendar days from Notice to Proceed.

22

LS

Playground Shade Structure Foundation Only
Complete in place per plans, specs, and addenda
Include:

1. Piers/pier caps or spread footings
2. Anchor bolts

All work to meet the Town of Prosper standards and specifications

**Clean up – dress up
Dispose of spoils and trash**

for the lump sum price of

_____ Dollars and NO cents.

Work will be completed in _____ calendar days from Notice to Proceed.

Attachment E Drawings (continued)

Item 20.

23	LS	<p>Handrails/guardrails/ornamental iron fence/Barrier rails Complete in place per plans, specs, and addenda Includes:</p> <ol style="list-style-type: none"> 1. Subgrade Prep 2. Underground plumbing and electric including connection to building 3. Utility connection within 5' of the building 4. Furnish and install the CXT building <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the lump sum price of</p> <p>_____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$
24	LS	<p>Handrails/guardrails/ornamental iron fence/Barrier rails Complete in place per plans, specs, and addenda Includes all handrails, guardrails, ornamental railing, embeds, sleeves, railing at h/c seats, ornamental guardrail, rail mounting brackets, paint, and installation.</p> <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the lump sum price of</p> <p>_____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$

Attachment E- Drawings (continued)

Item 20.

25	LS	<p>Furnish and install per plans, specs, and addenda Includes:</p> <ol style="list-style-type: none"> 1. Litter Receptacles 2. Picnic Tables 3. Limestone Block Benches including foundations 4. Removable bollards 5. Players benches 6. Batt Racks 7. Backstop wall padding <p>Extra care should be used when using equipment on post-tension courts or drilling / sawing courts</p> <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the add alternate price of _____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$
26	LS	<p>Site Masonry Complete in place per plans, specs, and addenda Include:</p> <ol style="list-style-type: none"> 1. Masonry Columns at Bleacher Shade Structures <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the lump sum price of _____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$
27	LS	<p>Construction Layout Complete in place per plans, specs, and addenda Include:</p> <ol style="list-style-type: none"> 1. Hardscape layout 2. Utility Layout 3. Fence layout <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the lump sum price of _____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$

Attachment E- Drawings (continued)

Alternate Bid Items

Item 20.

Alt 2.1	LS	<p>Concrete enhancements (stain/ special finish) Complete in place per plans, specs and addenda Includes:</p> <ol style="list-style-type: none"> 1. Enhanced finishes on concrete installed by others 2. Decorative sawing <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up and backfill</p> <p>for the lump sum price of</p> <p>_____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$
Alt 2.2	LS	<p>Concrete Trail Along First Street Complete in place per plans, specs and addenda Includes:</p> <ol style="list-style-type: none"> 1. Excavation 2. Subgrade prep 3. Concrete trail 4. Backfill with onsite material <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the lump sum price of</p> <p>_____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$
Alt 2.3	LS	<p>CXT Building at Tennis / Pickleball Courts Complete in place per plans, specs, and addenda Includes:</p> <ol style="list-style-type: none"> 1. Subgrade Prep 2. Underground plumbing and electric including connection to building 3. Utility connection within 5' of the building 4. Furnish and install the CXT building <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the lump sum price of</p> <p>_____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$

Attachment E Drawings (continued)

Item 20.

Alt 2.4	LS	<p>Add 36" masonry stone veneer at CXT Building at Tennis / Pickleball Courts Complete in place per plans, specs, and addenda Includes:</p> <ol style="list-style-type: none"> 1. Masonry stone veneer <p>Foundation by others</p> <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the lump sum price of</p> <p>_____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed</p>	\$	\$
Alt 2.5		<p>Add 36" masonry stone veneer at CXT Building At Playground Area Complete in place per plans, specs, and addenda Includes:</p> <ol style="list-style-type: none"> 1. Masonry stone veneer <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the lump sum price of</p> <p>_____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$
Alt 2.6	LS	<p>Tennis courts Complete in place per plans, specs, and addenda Includes:</p> <ol style="list-style-type: none"> 1. Foundation design 2. Excavation 3. Courts 4. Fence 5. Windscreens 6. Tennis equipment 7. Striping/surfacing <p>Lighting by others Subgrade prep by others</p> <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up and backfill</p> <p>for the lump sum price of</p> <p>_____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$

Attachment E Drawings (continued)

Item 20.

Alt 2.7	LS	<p>Complete in place per plans, specs, and addenda Includes:</p> <ol style="list-style-type: none"> 1. Subgrade prep per geotechnical report to 1" PVR <p>Clean up – dress up Dispose of spoils and trash</p> <p>All work to meet the Town of Prosper standards and specifications</p> <p>for the lump sum price of</p> <p>_____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$
Alt 2.8	LS	<p>Fabric Shade Structures at Tennis and Pickleball Courts Complete in place per plans, specs, and addenda Includes:</p> <ol style="list-style-type: none"> 1. Furnish and install four shade structures 2. Foundations 3. Anchor bolts <p>Extra care should be used when using equipment on post-tension courts or drilling / sawing courts</p> <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the lump sum price of</p> <p>_____ Dollars and No cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$
Alt 2.9		<p>Shade Structure At Playground Complete in place per plans, specs, and addenda Includes:</p> <ol style="list-style-type: none"> 1. Classic Recreation 18' x 30' Cheyenne Model Shade Structure or approved equal 2. Installation 3. Masonry columns <p>Foundation by others</p> <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the lump sum price of</p> <p>_____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$

Attachment E Drawings (continued)

Item 20.

Alt 2.10	LS	<p>Complete in place per plans, specs, and addenda</p> <p>Includes:</p> <ol style="list-style-type: none"> 1. Foundation 2. Large Stone Slabs 3. Stacked Quarry Blocks 4. Lettering <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the lump sum price of</p> <p>_____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$
Alt 2.11	LS	<p>Irrigation system using lake water</p> <p>Complete in place and operational per plans, specs, and addenda</p> <p>Include:</p> <ol style="list-style-type: none"> 1. A complete and operational irrigation system using dirty water valves 2. Irrigation controllers 3. Sleeving 4. Trench backfill/compaction 5. Performance/payment bonds 6. Submersible pump system with lake level and well control system. <p>Electrical power to pump and controllers by others</p> <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the lump sum price of</p> <p>_____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$
Alt 2.12	LS	<p>Water Well</p> <p>Complete in place per plans, specs, and addenda</p> <p>Includes:</p> <ol style="list-style-type: none"> 1. A water well able to supply 190 GPM <p>Electrical service to well by others</p> <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the lump sum price of</p> <p>_____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$

Attachment E Drawings (continued)

Item 20.

ALT 2.13

LS

Electrical service to the water well / submersible pump

Complete in place per plans, specs, and addenda
Includes:

1. Electrical to the water well a 200 amp / 480 volt service for a 60 HP motor.
2. Electrical to the submersible irrigation pump

All work to meet the Town of Prosper standards and specifications

Clean up – dress up

Dispose of spoils and trash

for the lump sum price of

_____ Dollars and NO cents.

Work will be completed in _____ calendar days from Notice to Proceed.

\$

\$

Alt 2.14

LS

Alternate Landscape as Indicated on Plans

Furnish and install all components per plans, specs, and addenda

Include:

1. Trees
2. Shrubs
3. Ground cover
4. Bed Prep
5. Mulch
6. Planting soils
7. Brazos River Rock
8. Moss Boulder Edge
9. Weed Barrier fabric
10. Landscape drains
11. Staking
12. Performance/payment bonds

The installer shall maintain plants, trees, and shrubs until accepted by the owner

All work to meet the Town of Prosper standards and specifications

Clean up – dress up

Dispose of spoils and trash

for the lump sum price of

_____ Dollars and NO cents.

Work will be completed in _____ calendar days from Notice to Proceed.

\$

\$

Attachment E Drawings (continued)

Item 20.

Alt 2.15	LS	<p>Complete in place per plans, specs, and addenda Includes:</p> <ol style="list-style-type: none"> 1. Furnish and install Quarry Blocks 2. Furnish and install Trash Cans <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the lump sum price of</p> <p>_____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$
Alt 2.16	LS	<p>Pedestrian Concrete at Tennis Complete in place per plans, specs, and addenda Includes:</p> <ol style="list-style-type: none"> 1. Excavation 2. Subgrade prep 3. Backfill form onsite stockpile 4. Concrete identified on page L1.21A <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the lump sum price of</p> <p>_____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$
Alt 2.17	LS	<p>Site Furnishings at Tennis Complete in place per plans, specs, and addenda Includes:</p> <ol style="list-style-type: none"> 1. Furnish and install benches 2. Identified on page L1.21A <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the lump sum price of</p> <p>_____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$

Attachment E Drawings (continued)

Item 20.

Alt 2.18	LS	<p>Complete in place per plans, specs, and addenda Includes:</p> <ol style="list-style-type: none"> 1. Paint on Concrete installed by others 2. Identified on page L1.21A <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the lump sum price of</p> <p>_____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$
Alt 2.19	LS	<p>Batting Cage with Artificial Turf Complete in place per plans, specs, and addenda Includes:</p> <ol style="list-style-type: none"> 1. Excavation 2. Subgrade prep 3. Concrete foundation 4. Artificial turf 5. Batting cage system per specs 6. Chain link fence <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the lump sum price of</p> <p>_____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$
Alt 2.20	LS	<p>Electrical at Playground Pavilion Complete in place per plans, specs, and addenda Includes:</p> <ol style="list-style-type: none"> 1. Underground 2. Lighting 3. Plugs <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the lump sum price of</p> <p>_____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$

Attachment E Drawings (continued)

Item 20.

Alt 2.21	LS	<p>Complete in place per plans, specs, and addenda Includes:</p> <ol style="list-style-type: none"> 1. Excavation 2. Subgrade prep 3. Backfill form onsite stockpile <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the lump sum price of</p> <p>_____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$
Alt 2.22	LS	<p>Masonry at Playground Columns Complete in place per plans, specs, and addenda Includes:</p> <ol style="list-style-type: none"> 1. Masonry columns at playground shade structure <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the lump sum price of</p> <p>_____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$
Alt 2.23	LS	<p>Zap Stand Electrical Complete in place per plans, specs, and addenda Includes:</p> <ol style="list-style-type: none"> 1. Electrical to the Zap Stand <p>All work to meet the Town of Prosper standards and specifications</p> <p>Clean up – dress up Dispose of spoils and trash</p> <p>for the lump sum price of</p> <p>_____ Dollars and NO cents.</p> <p>Work will be completed in _____ calendar days from Notice to Proceed.</p>	\$	\$

Attachment E- Drawings (continued)

Item 20.

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all product/services upon which prices are extended at the price offered, and upon the conditions in the specifications of the Invitation For Bid.

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service bid on or to influence any person or persons to bid or not to bid thereon.

Name of Bidder: _____

Address of Bidder: _____

Telephone Number: _____ Fax: _____

E-mail address: _____

By: _____ (print name)

Title: _____ Federal ID#/SSN#: _____

Signature: _____

Acknowledgement of Addenda: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____

State of _____

County of _____

Before me, _____ (insert the name and character of the officer),
on this day personally appeared _____, known to me (or proved to me through
_____ (description of identity card or other document) to be the
person whose name is subscribed to the foregoing instrument and acknowledged to me that they
executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this _____ day of _____ (month), _____
(year).

(Personalized Seal)

Notary Public's Signature _____

Attachment E- Drawings (continued)

RAYMOND COMMUNITY PARK - PHASE I

PROSPER, TEXAS

CONTRACT DOCUMENTS AND SPECIFICATIONS

CHAIN LINK FENCING & BACKSTOPS

Item 20.

SECTION 02830 - CHAIN LINK FENCING & BACKSTOPS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Furnish and install chain link fence and gates.

1.2 SUBMITTALS

- A. Shop drawings on fencing and gates.
- B. Material certifications and product data.

1.3 QUALITY ASSURANCE

- A. Fencing components shall conform to Chain Link Fence Manufacturer's Institute (CLFMI) Product Manual (Standard Guide for Metallic Coated Chain Link Fence and Fabric) and applicable ASTM standards.

PART 2 - PRODUCTS

2.1 FENCING

- A. All metal components including line, terminal posts and corner posts, rails, steel and iron parts, and braces shall be powder coated black. Fence fabric shall be poly vinyl chloride coated utilizing the master bond by Master Halco Inc. or approved equal. The chain link fabric shall be ASTM F 668 Class 2B 9 Gauge Core fused and bonded, color Black. All accessories, hardware, and framework not otherwise indicated in the specifications shall be powder coated black.

2.2 PIPE

- A. Pipe shall conform to the requirements of ASTM F 1083 Specification for Pipe, Steel, Hot Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures.
- B. Pipe shall conform to following size and weight requirements and in accordance with ASTM F 1083 for Schedule 40 pipe.

Nominal Pipe Size (NPS)	Outside Diameter (inches)	Wall Thickness (Inches)	Weight (lbs./ft)
1-1/4	1.660	0.140	2.27
2	2.375	0.154	3.65
2-1/2	2.875	0.203	5.80
3-1/2	4.000	0.226	9.12
6	6.625	0.280	18.99

Note: The dimensionless designator NPS (minimal pipe size) has been substituted in this specification for such traditional terms as nominal diameter, size and minimal size.

- C. Pipe shall be coated inside and outside by the hot-dip process, with the weight of the zinc coating not less than 1.8 oz/sf (of the surface being coated).

Attachment E- Drawings (continued)

RAYMOND COMMUNITY PARK - PHASE I

PROSPER, TEXAS

CONTRACT DOCUMENTS AND SPECIFICATIONS

CHAIN LINK FENCING & BACKSTOPS

Item 20.

2.3 FABRIC

- A. All chain link fabric shall be No. 6 or 9 gauge as indicated on the drawings, 2-inch mesh, coated steel chain link wire which shall stand a minimum tensile strength of 90,000 psi based upon cross sectional area of wire. All fencing shall have knuckled selvage.
- B. Wire Coating: Galvanized coating shall be a minimum of 2 ounces per square foot of wire surface conforming to ASTM A392 Class 2, Hot Dip Process after weaving.
- C. Fabric Test: Submit a manufacturer's certified test result that zinc coating material is a minimum of 2 ounces per square foot of wire.

2.4 TOP RAIL

- A. Fencing: 1.66 inch outside diameter galvanized pipe weight 2.27 pounds per foot, with outside sleeve type couplings at least 7 inches long, one coupling in every 5 to have spring to take up expansion and contraction of rail. Fabric tied to top rail every 24 inches with No. 9 gauge aluminum tie wires.

2.5 BOTTOM AND MIDDLE RAIL

- A. Bottom and middle rails shall conform to requirements for top rail.
- B. Fencing – 8 ft. height

2.6 LINE POSTS

- A. All line posts shall conform to the following specifications and conditions as shown on the drawings.
- B. Fencing shall have Schedule 40 line posts of the sizes indicated on the drawings.
- C. Spacing of line posts shall not exceed 10 ft. on center.
- D. Posts shall be equipped with hot dipped malleable galvanized iron or pressed steel cap of manufacturer's design. All caps shall match fence color.
- E. Line posts to be equipped with No. 9 gauge aluminum wire ties on 14-inch centers.

2.7 TERMINAL POSTS

- A. End, corner and pull posts shall be Schedule 40 galvanized pipe. End, corner and pull posts shall be the sizes indicated on the drawings. Posts to be equipped with 3/4-inch wide by 3/16-inch thick tension bar, #11 gauge by 1-inch wide tension bands and 3/8-inch diameter carriage bolts and nuts; bands on approximately 14-inch centers. Posts to be equipped with hot dip galvanized malleable cast iron or pressed steel cap of manufacturer's design. Color to match fence

2.8 BRACES

- A. 3/8-inch galvanized rod trusses from line post back to the terminal post complete with truss tightener.

2.9 SWING GATE FRAME

- A. Round tubular members, welded at all corners. Welded joints shall be coated in accordance with Practice ASTM A 780, employing a zinc-rich paint.

2.10 GATE FABRIC

- A. Same type as used in fence construction.

Attachment E- Drawings (continued)

RAYMOND COMMUNITY PARK - PHASE I

PROSPER, TEXAS

CONTRACT DOCUMENTS AND SPECIFICATIONS

CHAIN LINK FENCING & BACKSTOPS

Item 20.

- B. Securely attach to frame at intervals not exceeding 15 inches.

2.11 GATE HINGES

- A. Structural, capable of supporting the gate leaf and allow the gate to open and close without binding. Coatings to match the fence post coating specification.
- B. Permit the gate to swing a full 180 degrees.

2.12 SINGLE GATE LATCH

- A. Capable of retaining the gate in a closed position and include provision for a padlock. Coating to match the fence post coating specification.

2.13 CONCRETE POST FOOTINGS AND EDGING

- A. All concrete used shall be 3,000 psi at 28 days using 5 sacks of cement per cubic yard of mix with a maximum of 7 gallons of water per sack. Concrete work shall conform to Section 03100.

2.14 TOLERANCE

- A. Standard mill tolerance on all framework members and chain link fabric will apply.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install fence by skilled and experienced fence erectors and on lines and grades as shown on Drawings. All posts shall be set plumb, and as indicated on Drawings. Top rails shall run with finish grade with no discernable humps, valleys, or bends.

3.2 COORDINATION

- A. Coordinate work as to location of posts and timing of post placement. Post footings shall be installed to allow for placement of concrete grade beams, mow strips, and other surfaces. Locate top of post footings 4 inches below finish grade in lawn areas.

3.3 WELDING

- A. All welds shall be flush and free of sharp edges, spurs, welding flux, etc., and shall conform to AWS "Code for Welding in Building Construction." All welds shall be coated with cold ZRC galvanizing compound.
- B. Gate frames shall be welded.

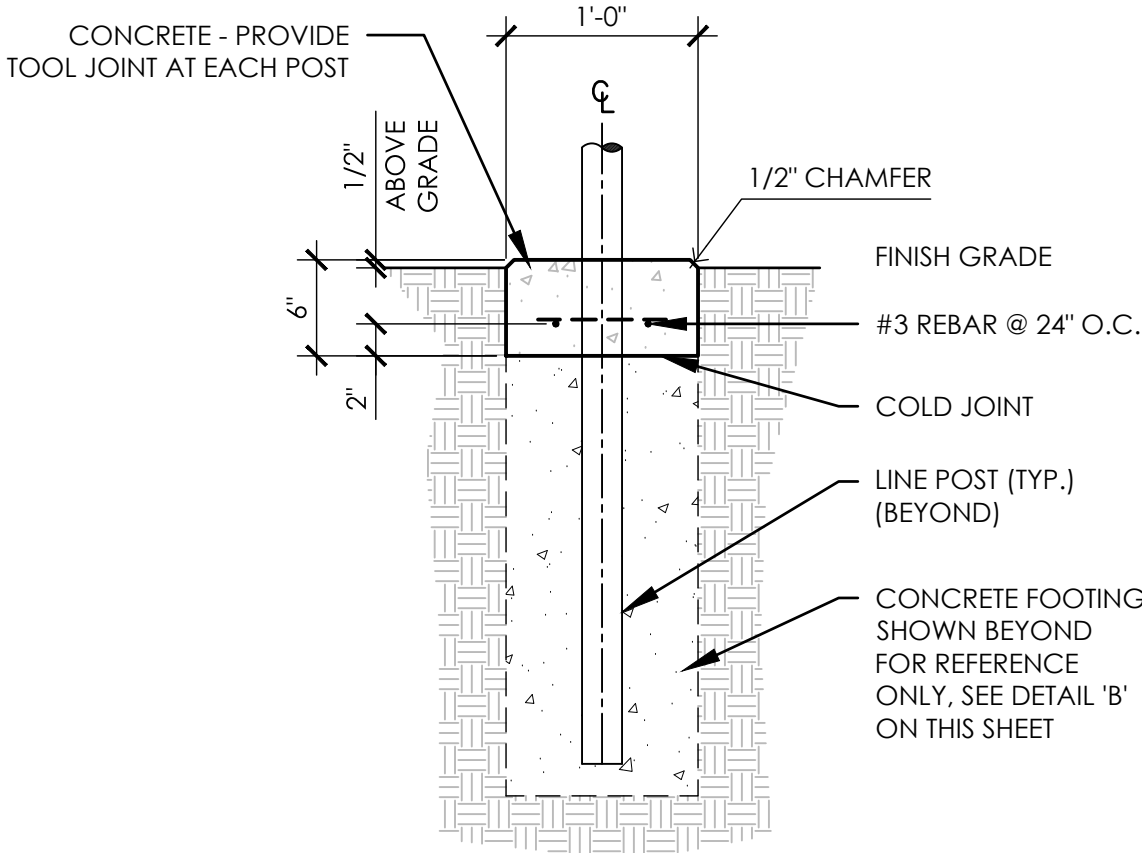
3.4 FENCE FRAMING INSTALLATION

- A. Install chain link fence in accordance with ASTM F 567 and manufacturer's instructions.
- B. Locate terminal post at each fence termination and change in horizontal or vertical direction of 30 degrees or more.
- C. Tension Wire: Provide tension wire at bottom of fabric (where bottom rail is not provided). Install tension wire before stretching fabric and attach to each post with ties. Secure tension wire to fabric with 12-1/2 gauge hog rings 24" o.c.
- D. Fasteners: Install nuts on side of fence opposite fabric side for added security.

3.5 FABRIC ORIENTATION

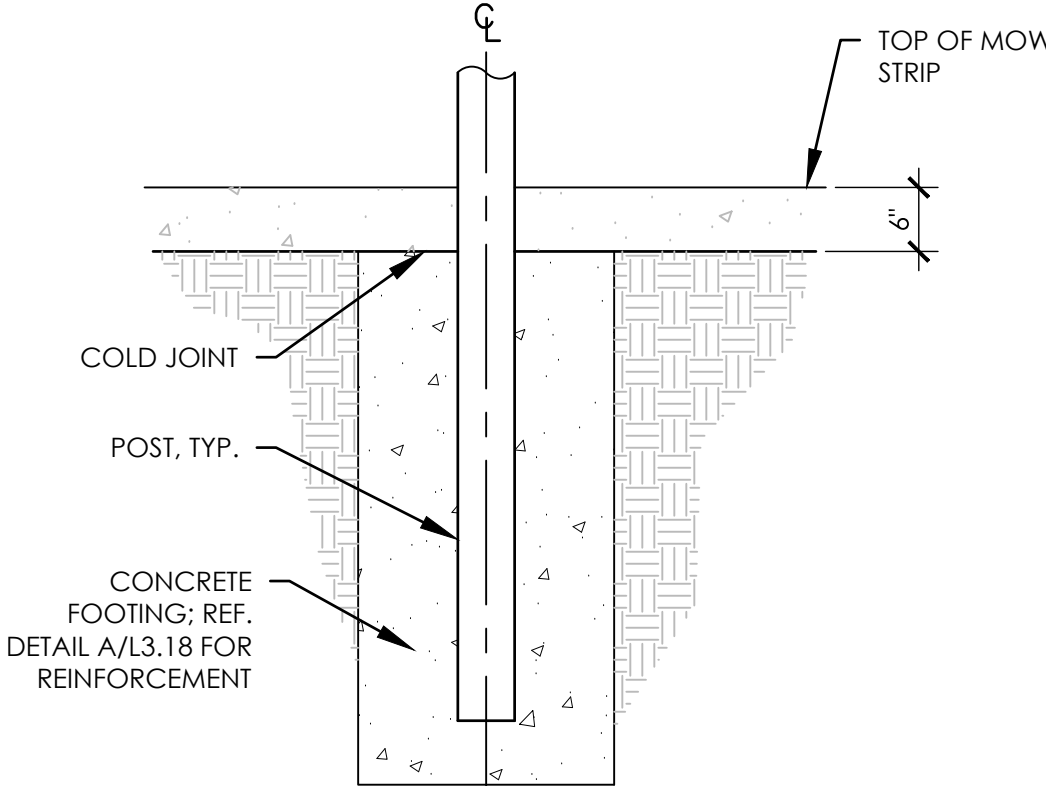
- A. Place fabric on inside of Ballfields and Sports Complex.

END OF SECTION



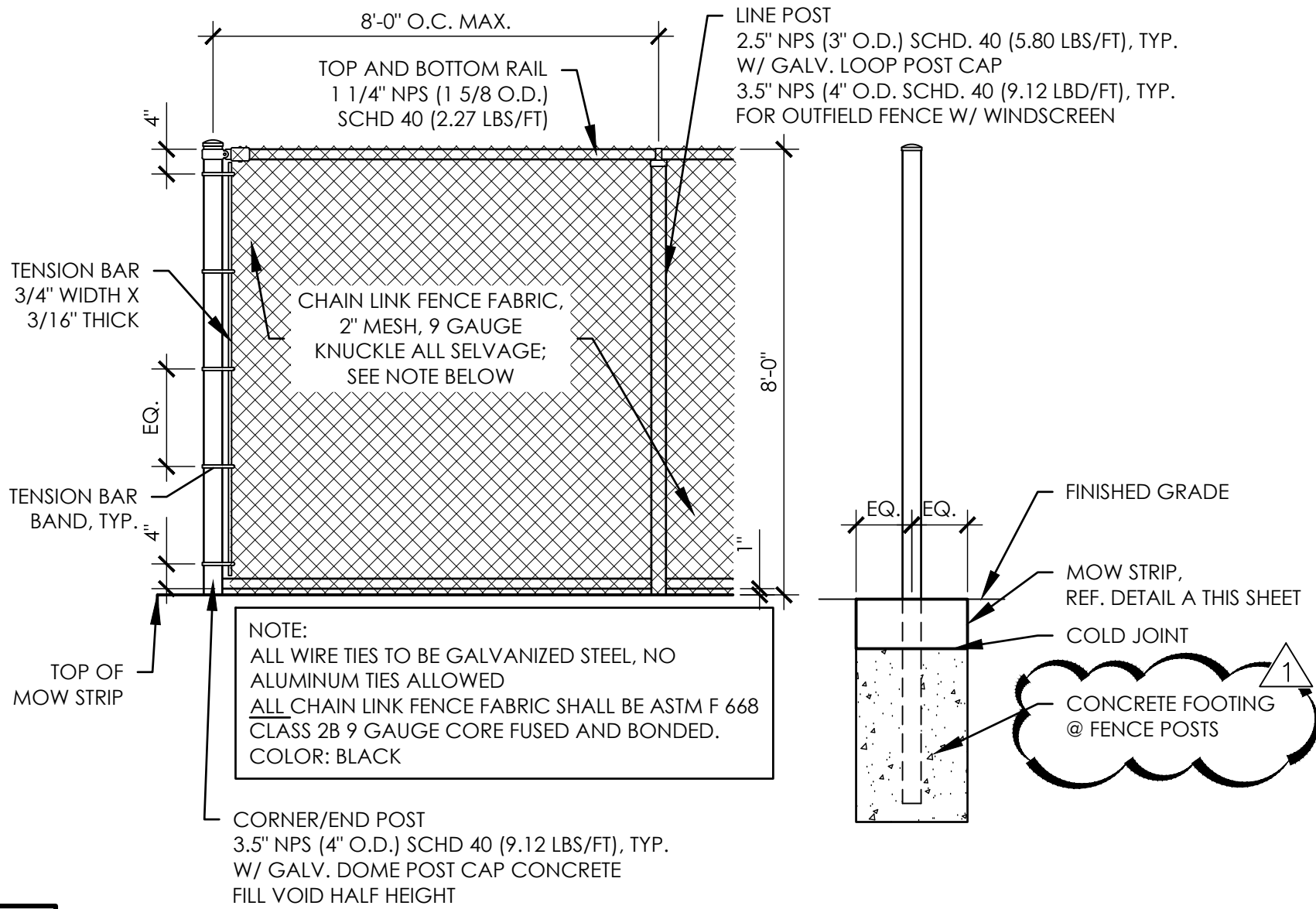
A MOW STRIP AT 8' HT. FENCE

SCALE: 1" = 1'-0"



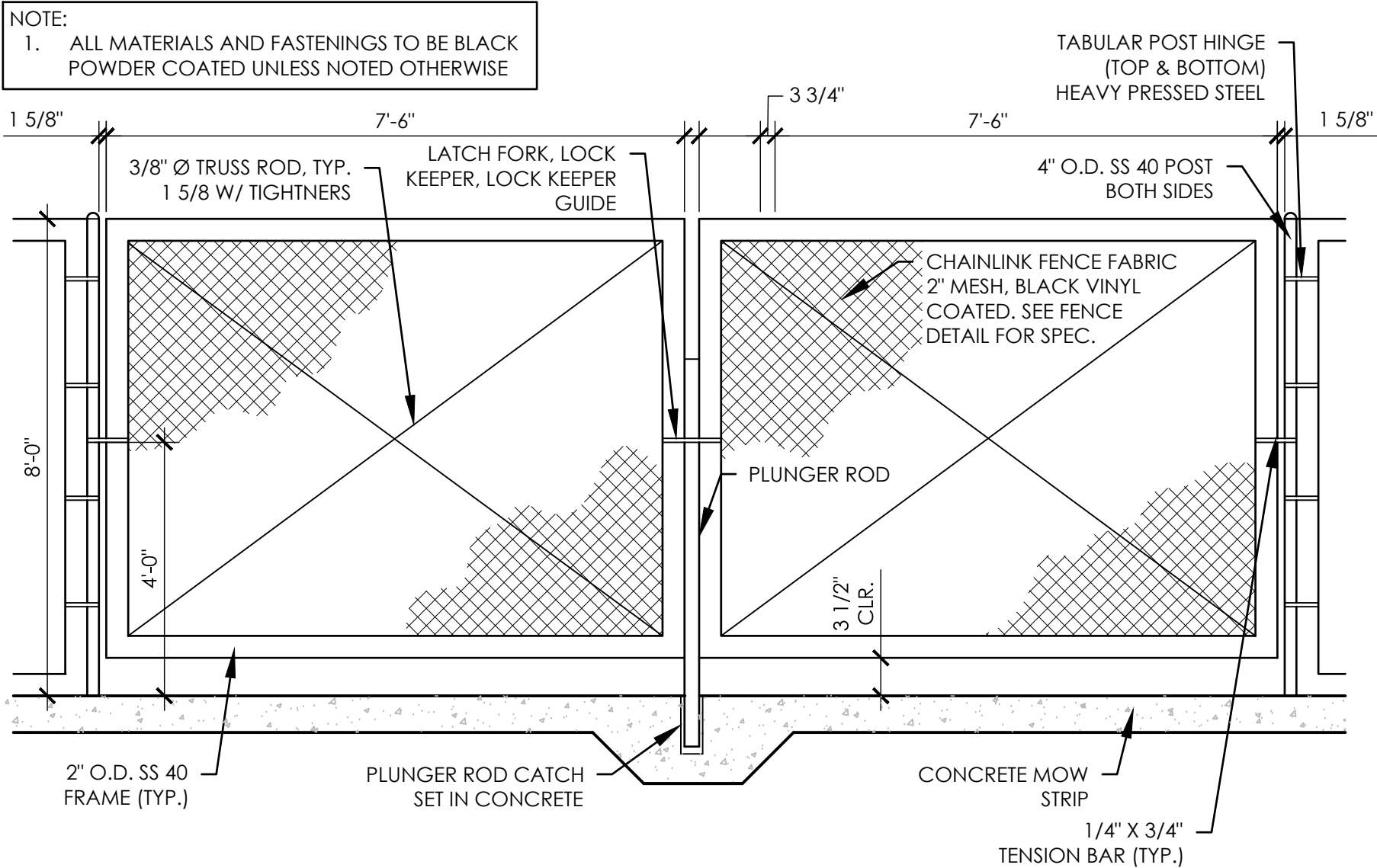
B 8' HT. FENCE POST FOOTING

N.T.S.



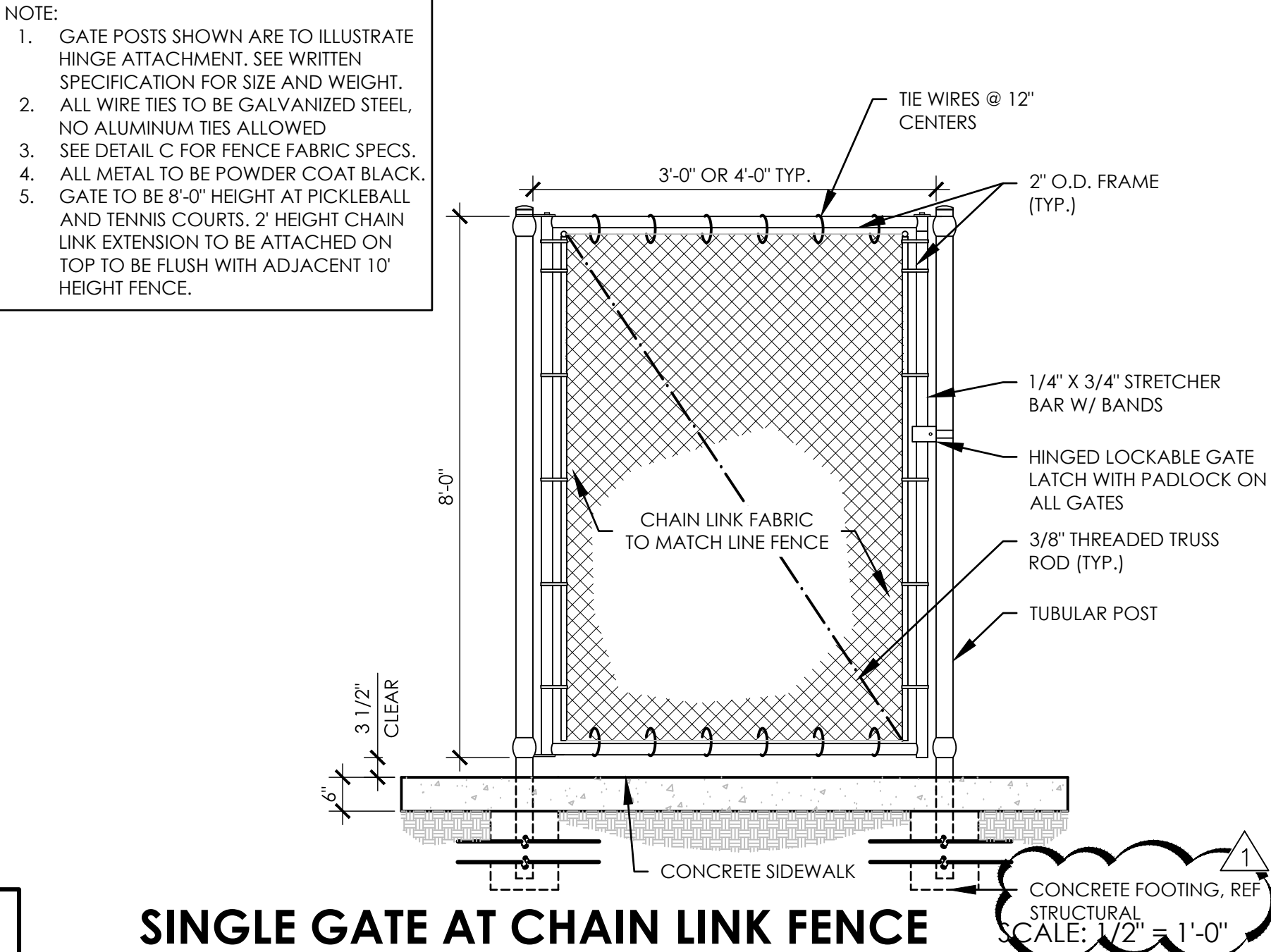
C TYPICAL 8' HT. CHAIN LINK FENCE

N.T.S.



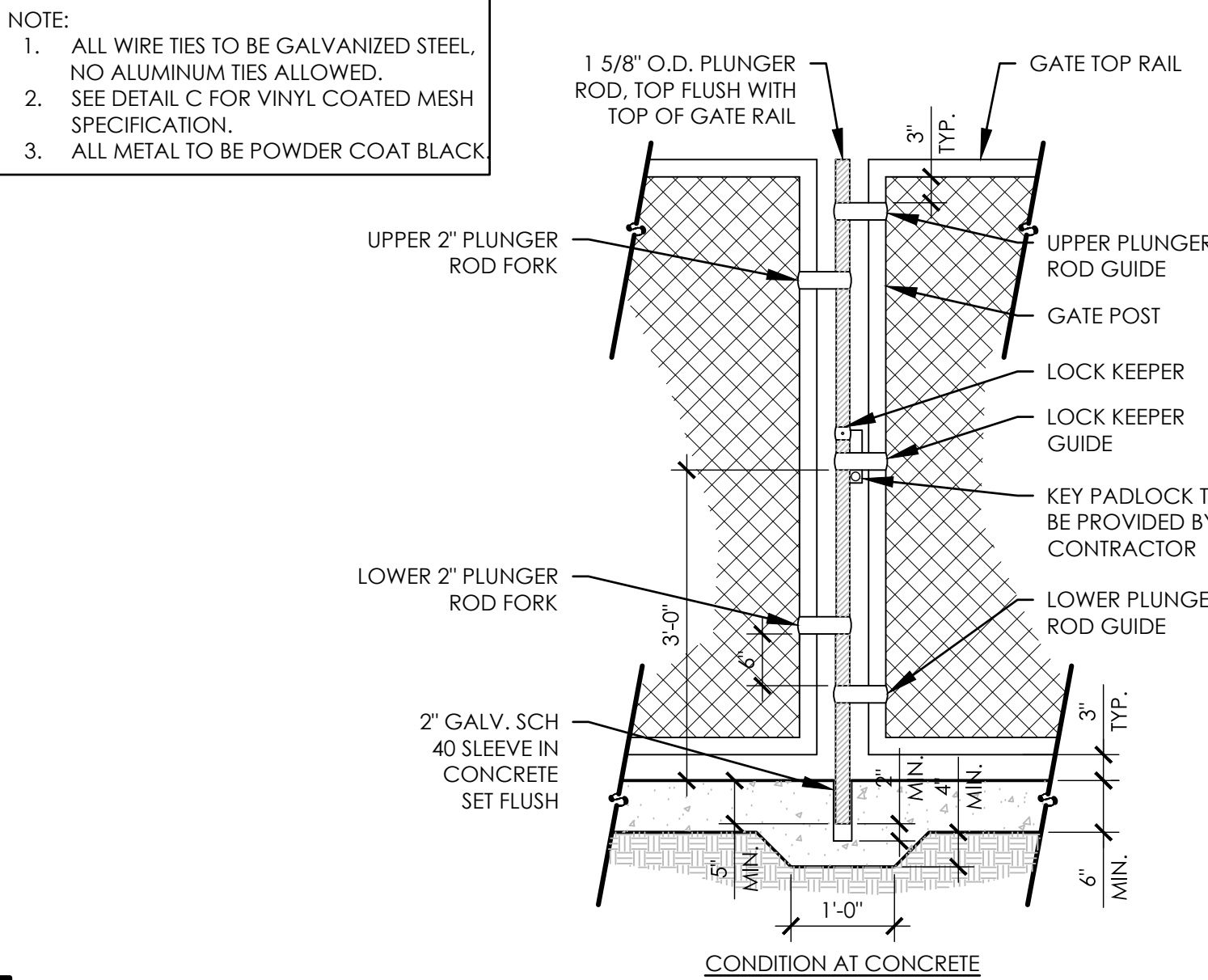
D 8' HT. MAINTENANCE GATE

N.T.S.



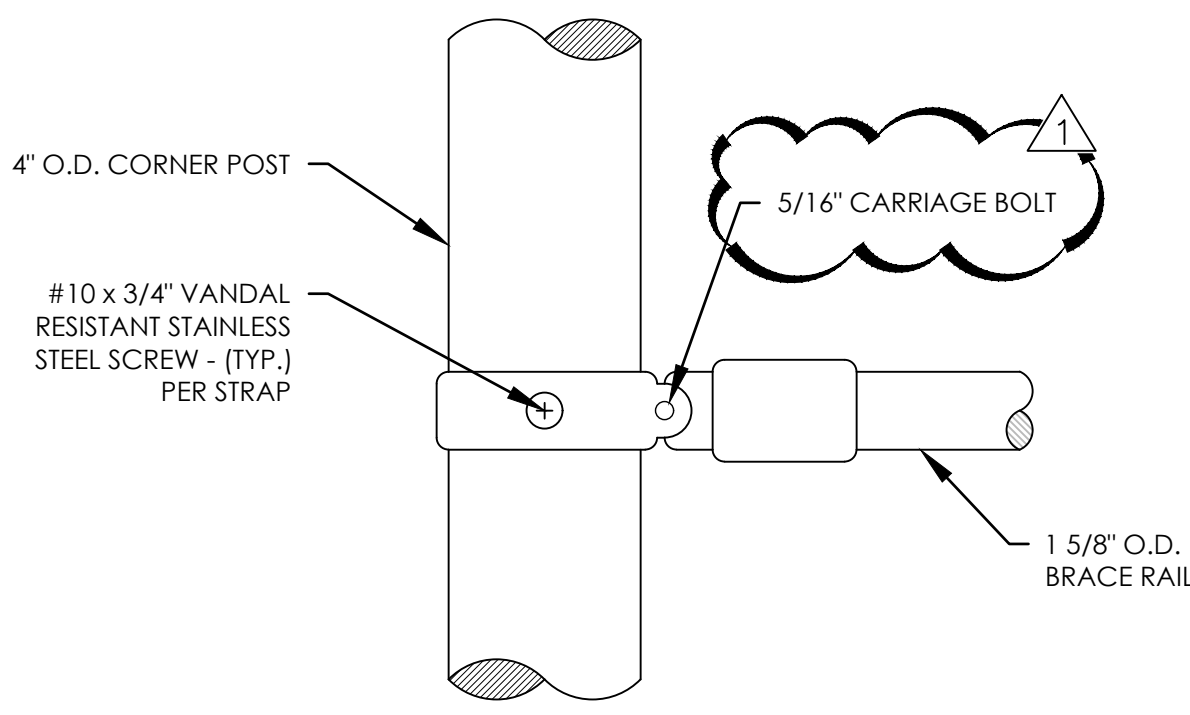
E SINGLE GATE AT CHAIN LINK FENCE

SCALE: 1/2" = 1'-0"



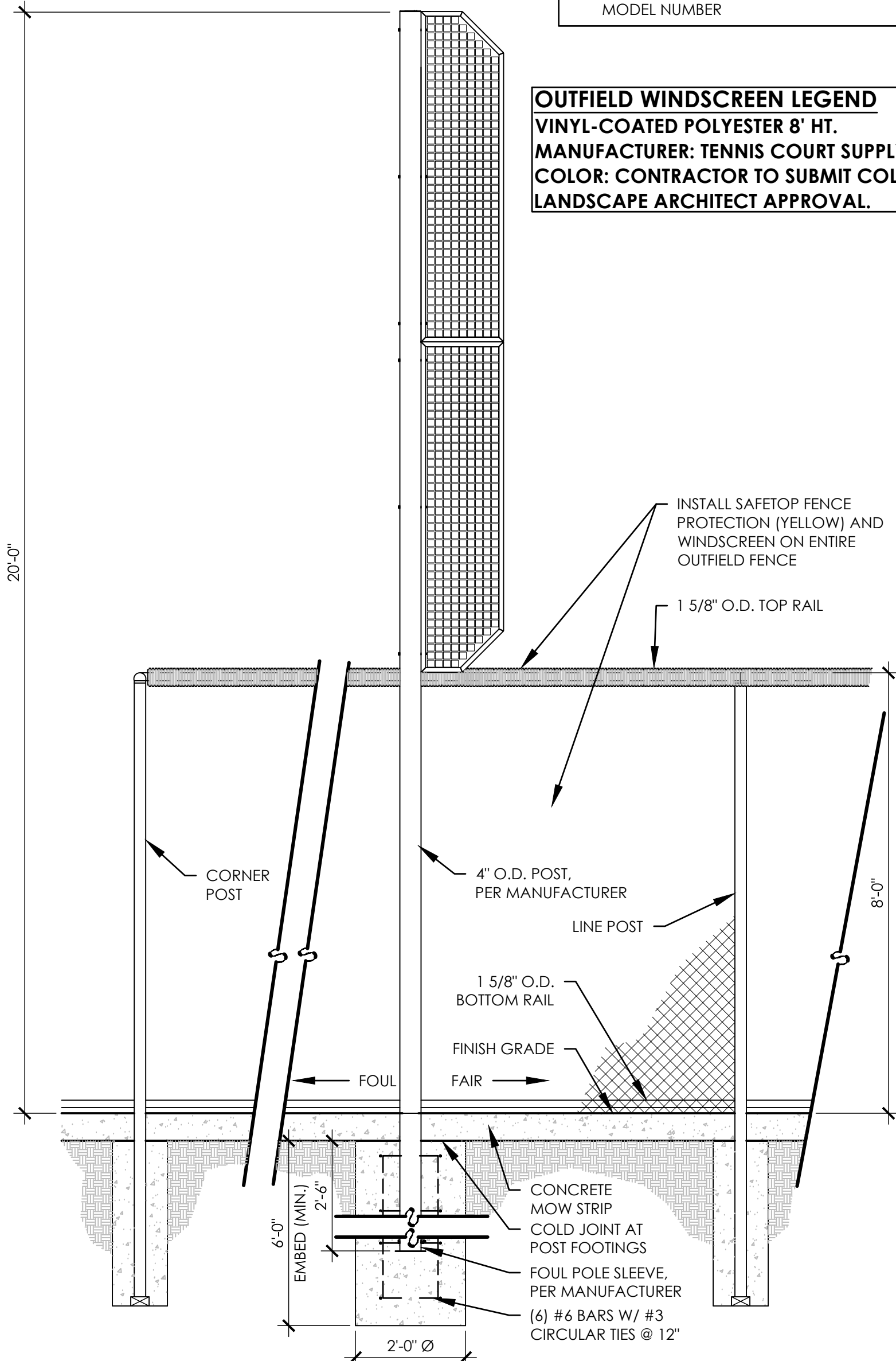
F PLUNGER ROD ATTACHMENT

SCALE: 3/4" = 1'-0"



G TYPICAL HORIZONTAL BRACE RAIL ATTACHMENT AT CORNER POST

SCALE: NTS



H FOUL POLE + OUTFIELD/CNTRL FENCE

SCALE: 1/2" = 1'-0"

FOUL POLE NOTES:

1. FOUL POLE TO BE INTEGRAL WITH FENCE LINE

2. SEE SPECIFICATIONS FOR MANUFACTURER AND MODEL NUMBER

OUTFIELD WINDSCREEN LEGEND

VINYL-COATED POLYESTER 8' HT. MANUFACTURER: TENNIS COURT SUPPLY

COLOR: CONTRACTOR TO SUBMIT COLORS FOR LANDSCAPE ARCHITECT APPROVAL.

SITE DETAILS - 4

DUNAWAY

550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107

(817) 882-2114

RAYMOND COMMUNITY PARK

BLOCK 1, LOT 1

WILLIAM BUTLER SURVEY, ABSTRACT NO. 112

TOWN OF PROSPER, COLLIN COUNTY, TEXAS

TOWN PROJECT #: 2122-PK

PRELIMINARY FOR REVIEW ONLY

These documents are for Bidding Purposes only and not intended for Construction or Permit Purposes. They were prepared by, or under the supervision of:

Arron P. Law

L.A.#33617

03/13/2024

JOB NO. 7691.001

DESIGNED BY: APL

DRAWN BY: AAL

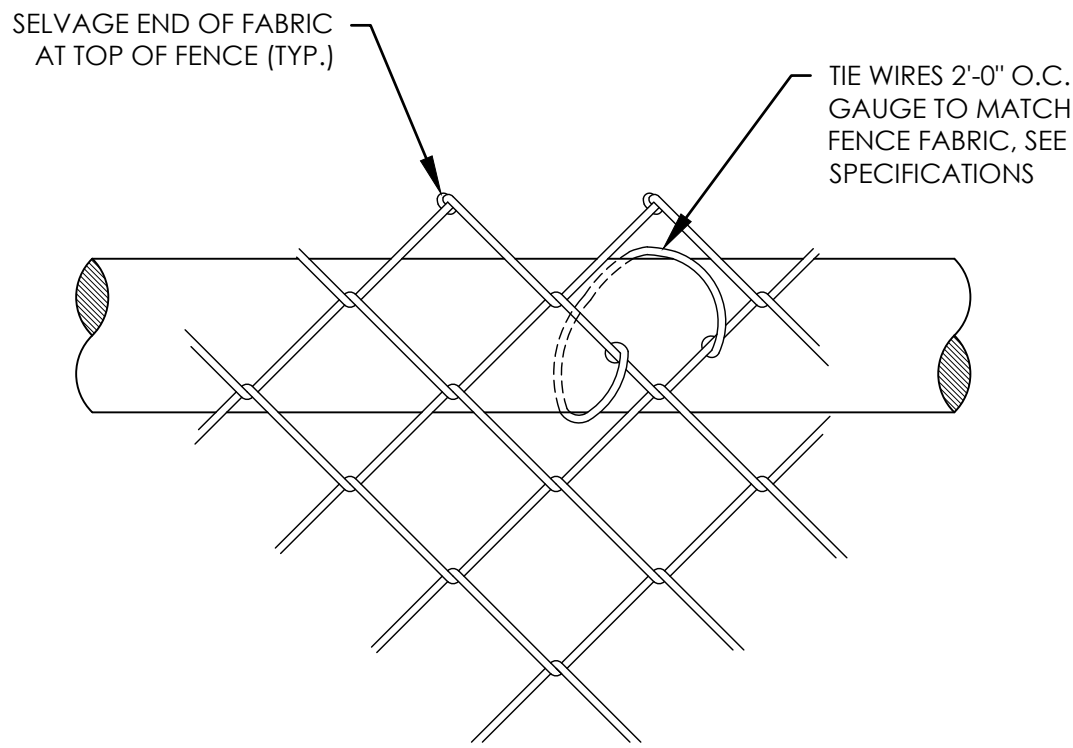
CHECKED BY: KLS

DATE: MARCH 13, 2024

SHEET: L3.04

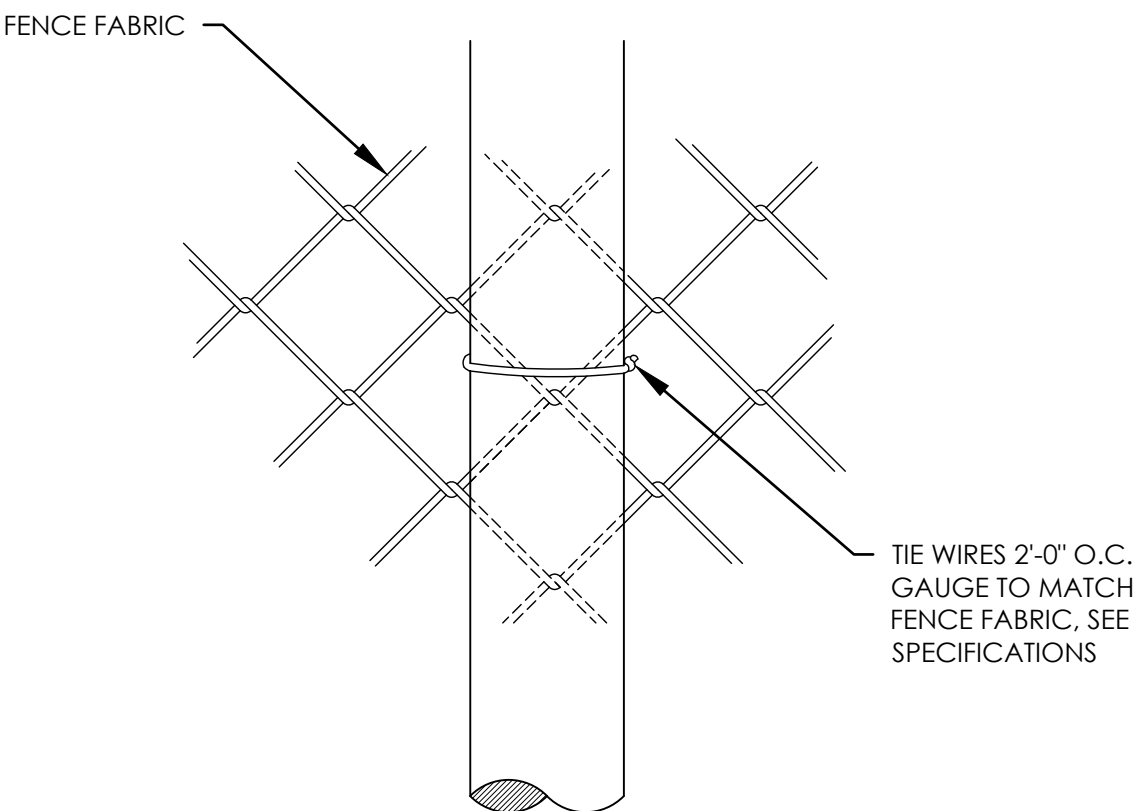
BID PACKAGE #2

NOTE:
SAME ATTACHMENT AT
BOTTOM RAIL



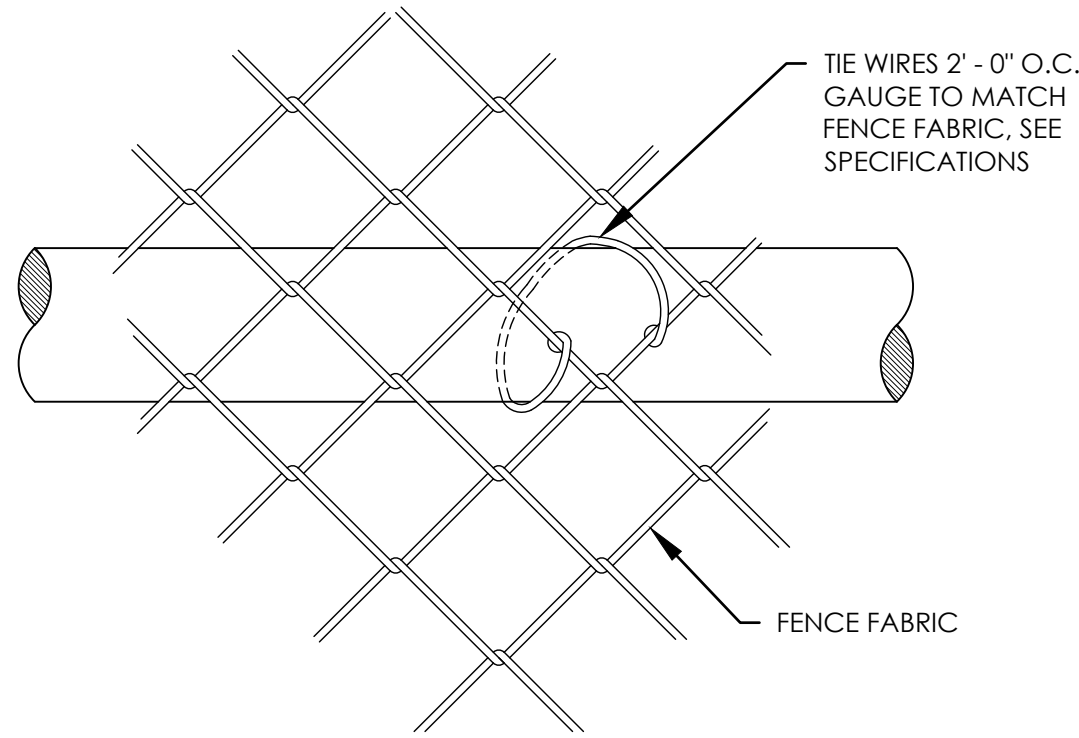
A TYPICAL FENCING AT TOP RAIL

SCALE: NTS



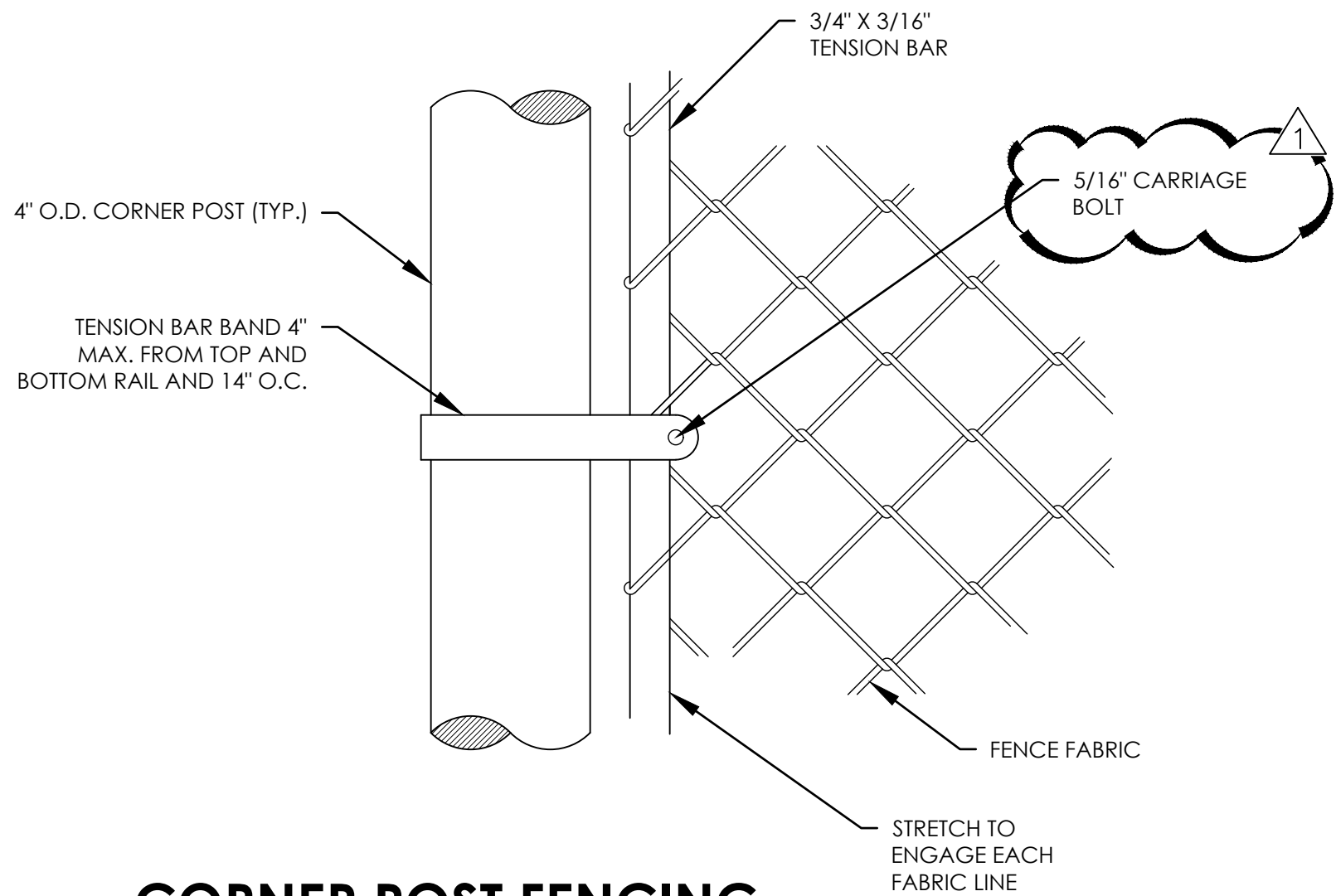
B TYPICAL RAIL TIE AT INTERMEDIATE FENCE POST

SCALE: NTS



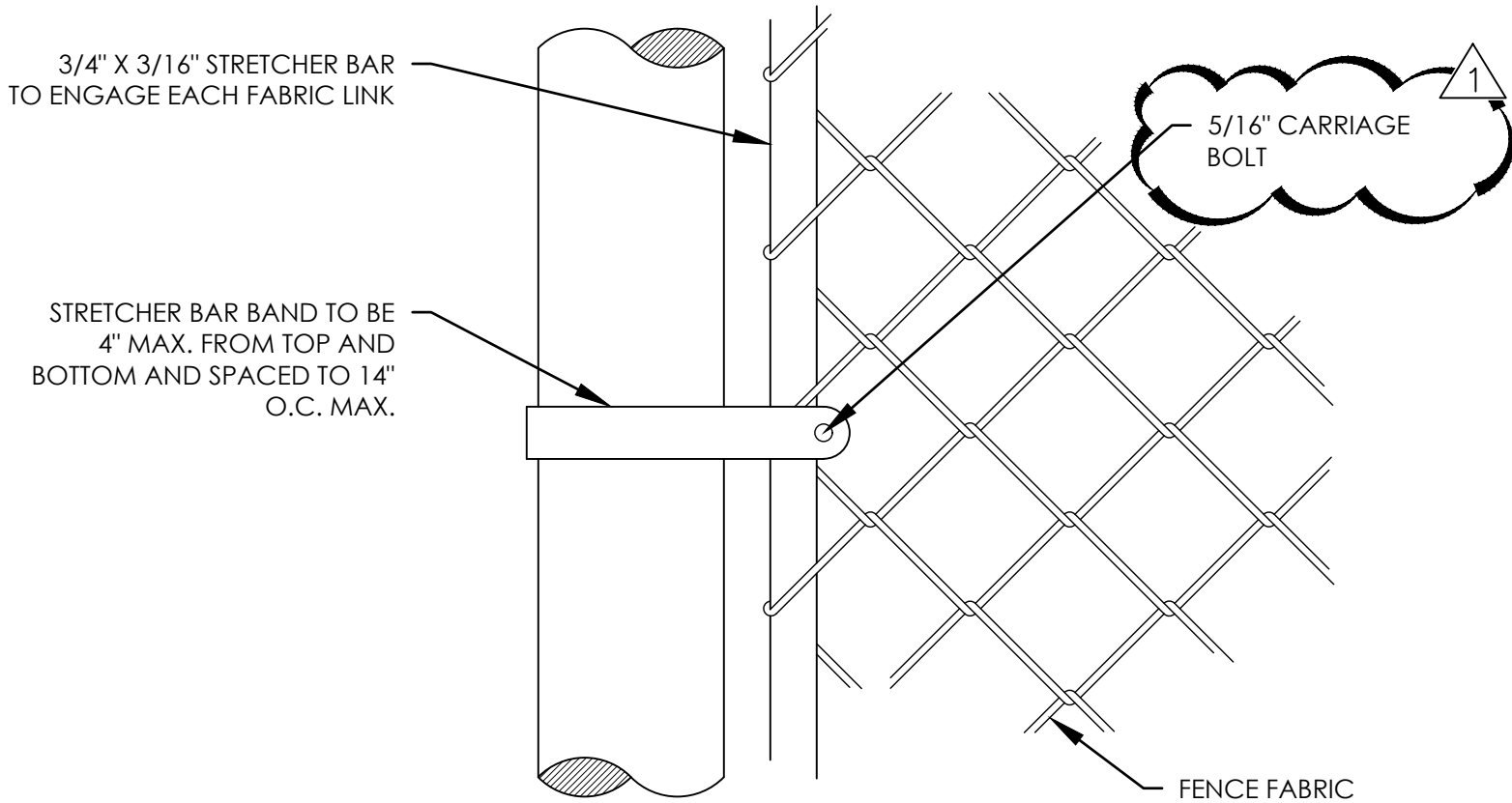
C RAIL TIE @ HORIZONTAL BRACE RAIL

SCALE: NTS



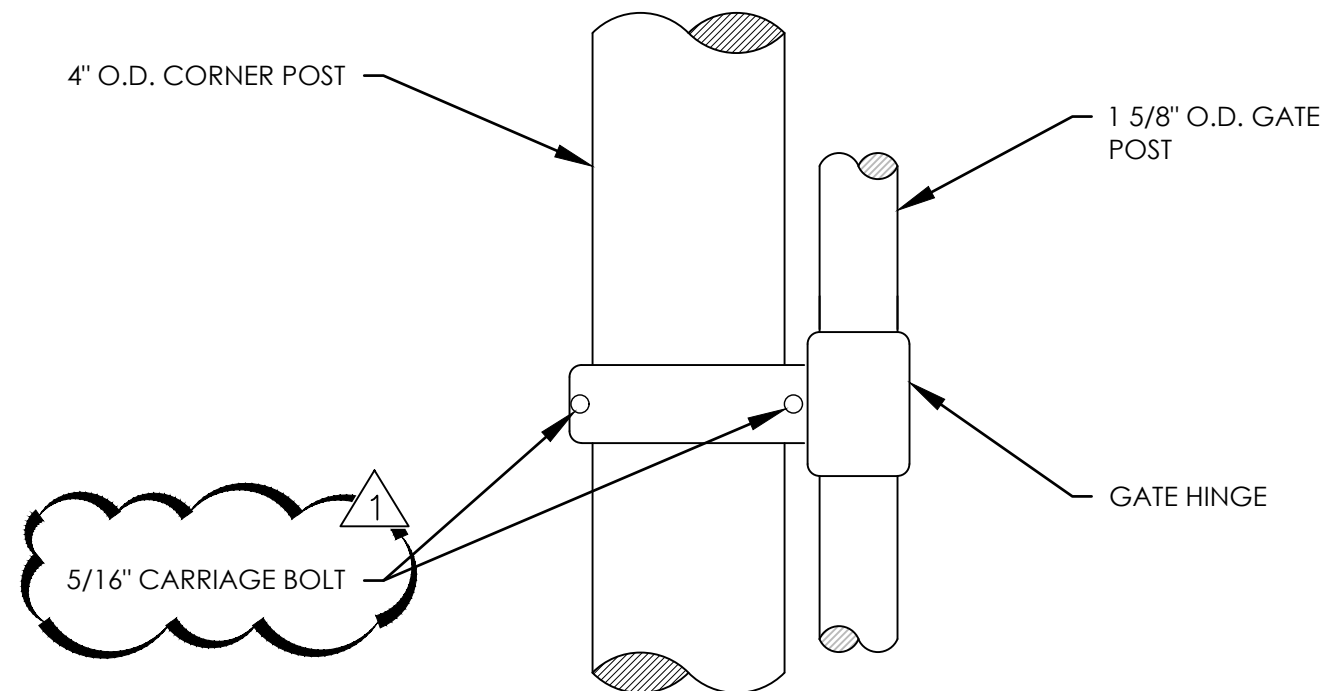
D CORNER POST FENCING

SCALE: NTS



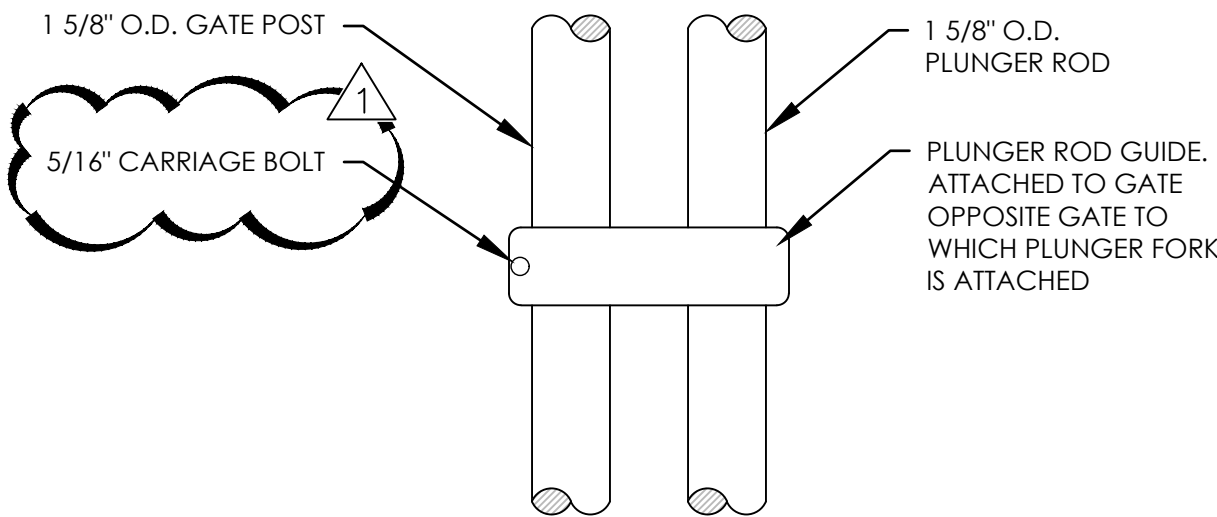
E TYP. STRETCHER BAR

SCALE: NTS



F GATE HINGE ATTACHMENT

SCALE: NTS

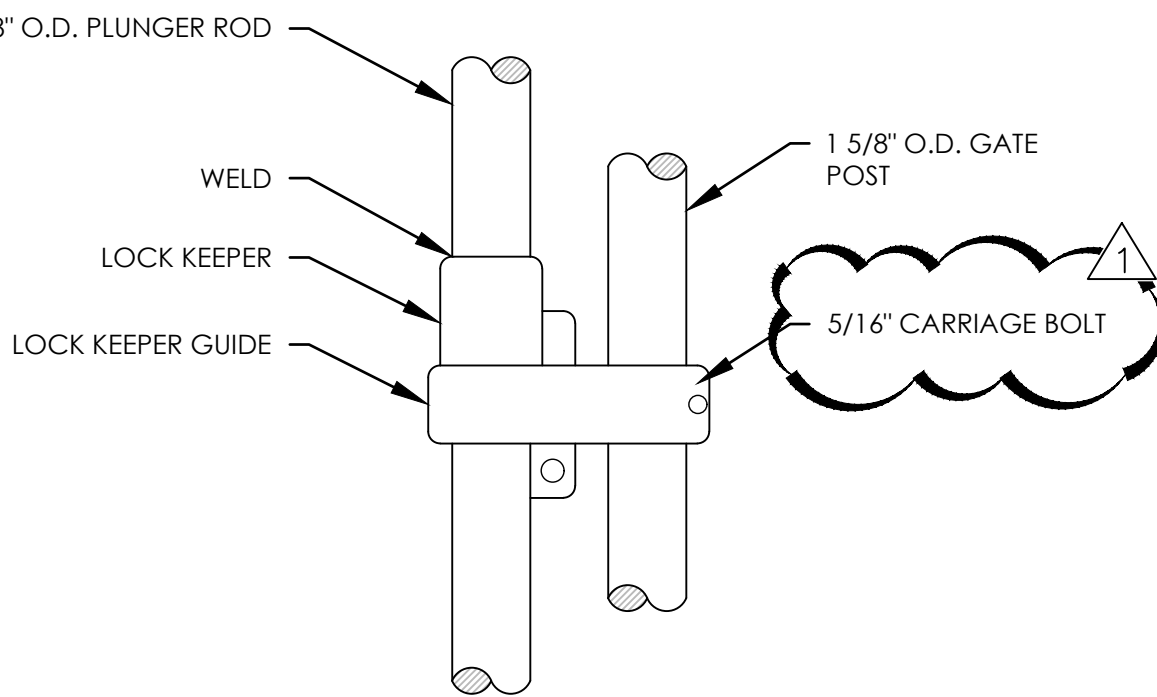


G PLUNGER ROD GUIDE

SCALE: NTS

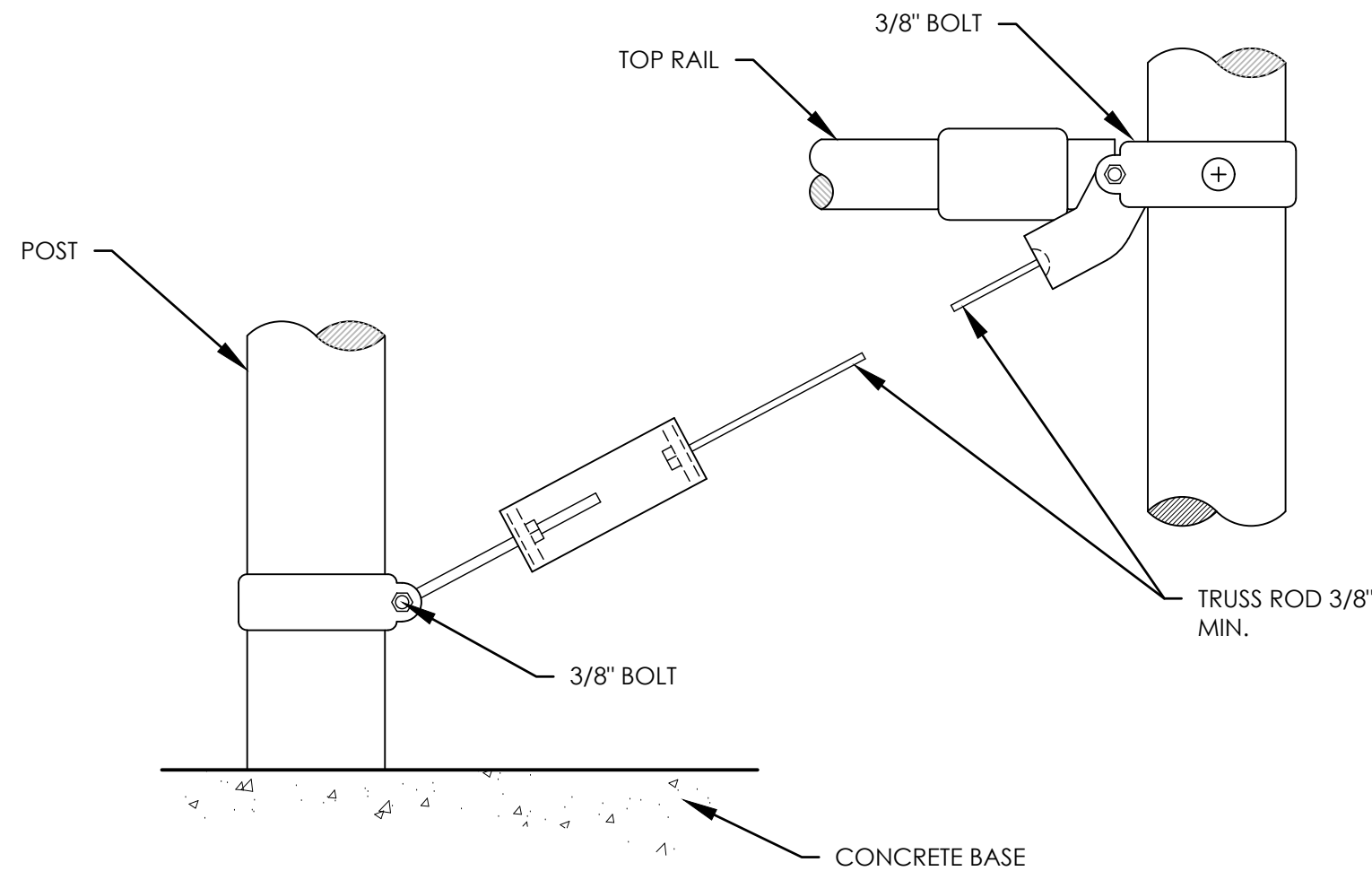
NOTE:
CUT RAIL TO FIT SNUGLY AROUND RADIUS OF POST. WELD SECURELY,
NEATLY AND CONTINUOUSLY AROUND ENTIRE JOINT. PRIME AND GALV.
PIPE PRIMER PAINT WITH RUST PREVENTATIVE ALUMINUM PAINT.

ALL METAL AND CHAINLINK FENCE FABRIC SHALL BE BLACK.
SEE SHEET L3.04 FOR POST AND MESH SPECIFICATIONS.



H PLUNGER ROD LOCK KEEPER

SCALE: NTS



I TRUSS CONNECTION

SCALE: NTS

REVISIONS

DESCRIPTION

DATE

NO.

1. 3/20/2024 GMP#2 Addendum No. 1

SITE DETAILS - 5

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
PH: 817.741.1114

RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #: 2122-PK

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were prepared by, or
under the supervision of:
Arron P. Law
L.A.#33617
03/13/2024

JOB NO. 7691.001

DESIGNED BY: APL

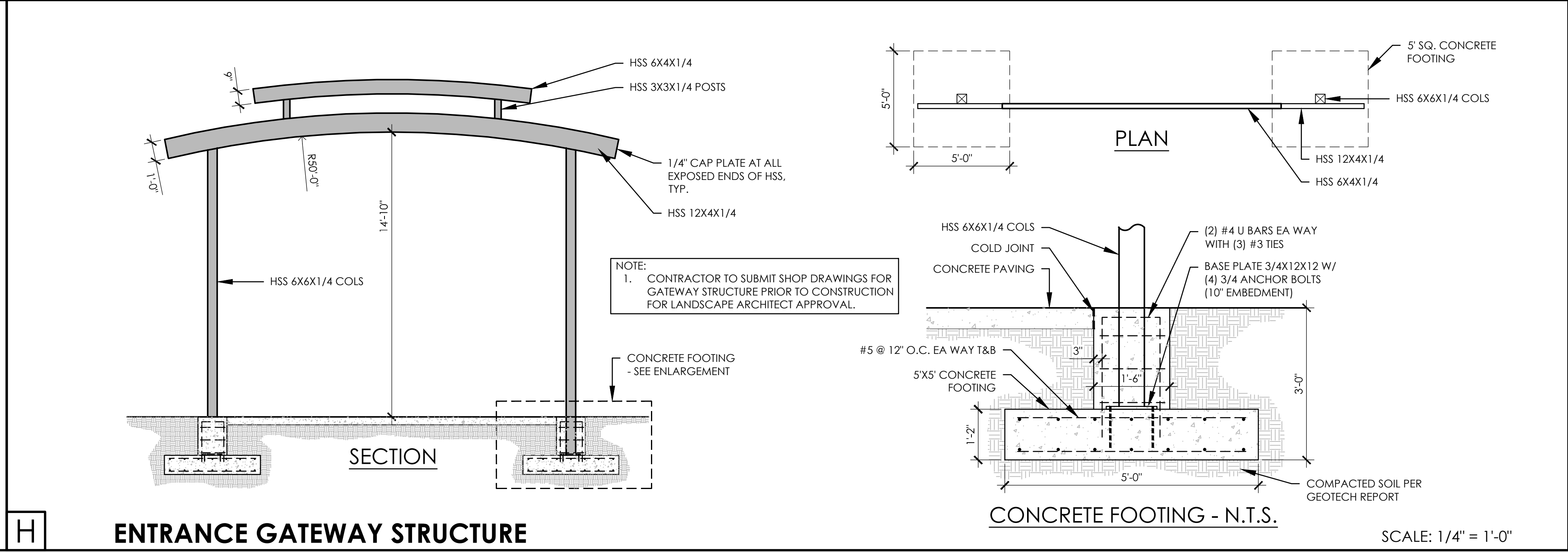
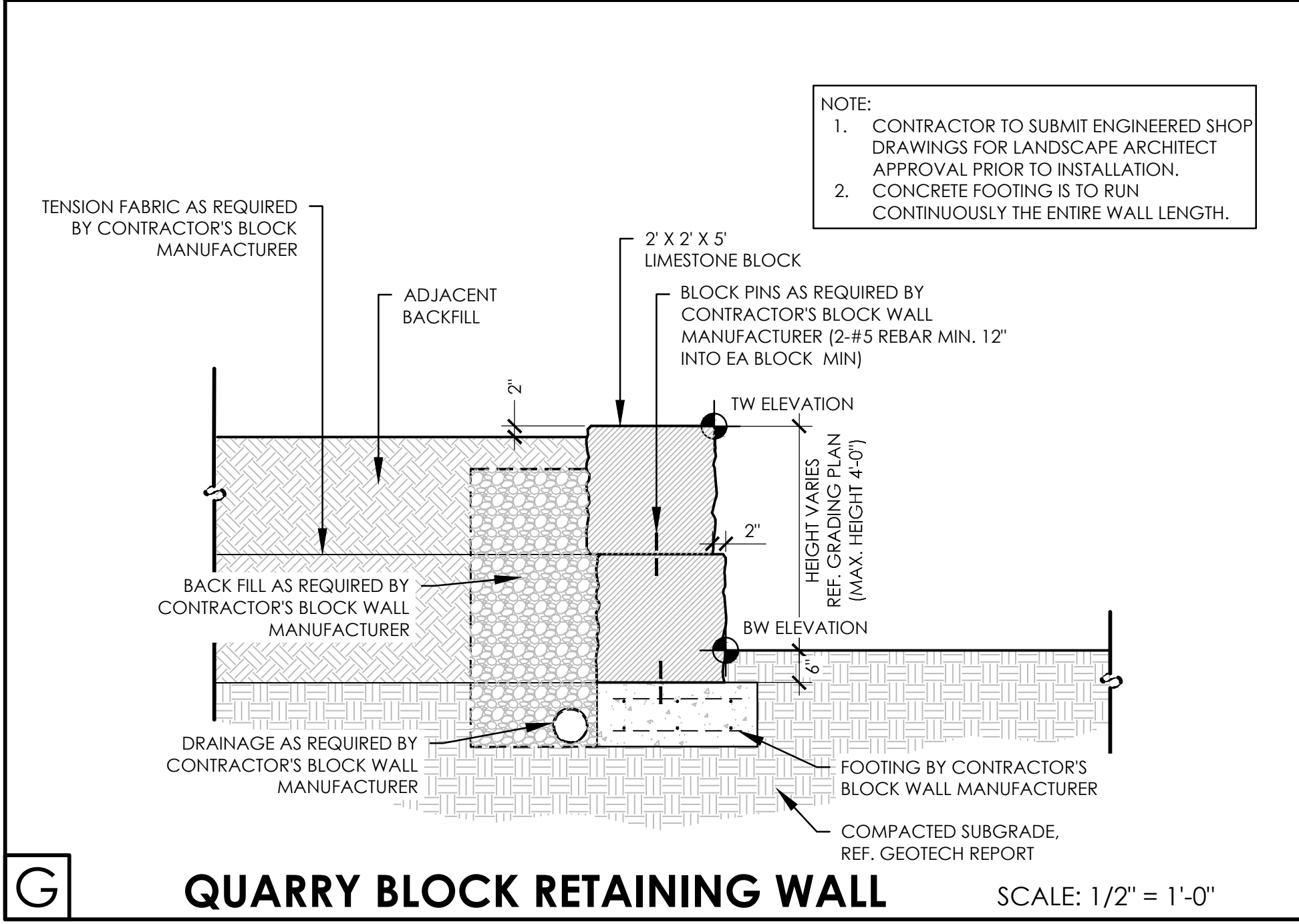
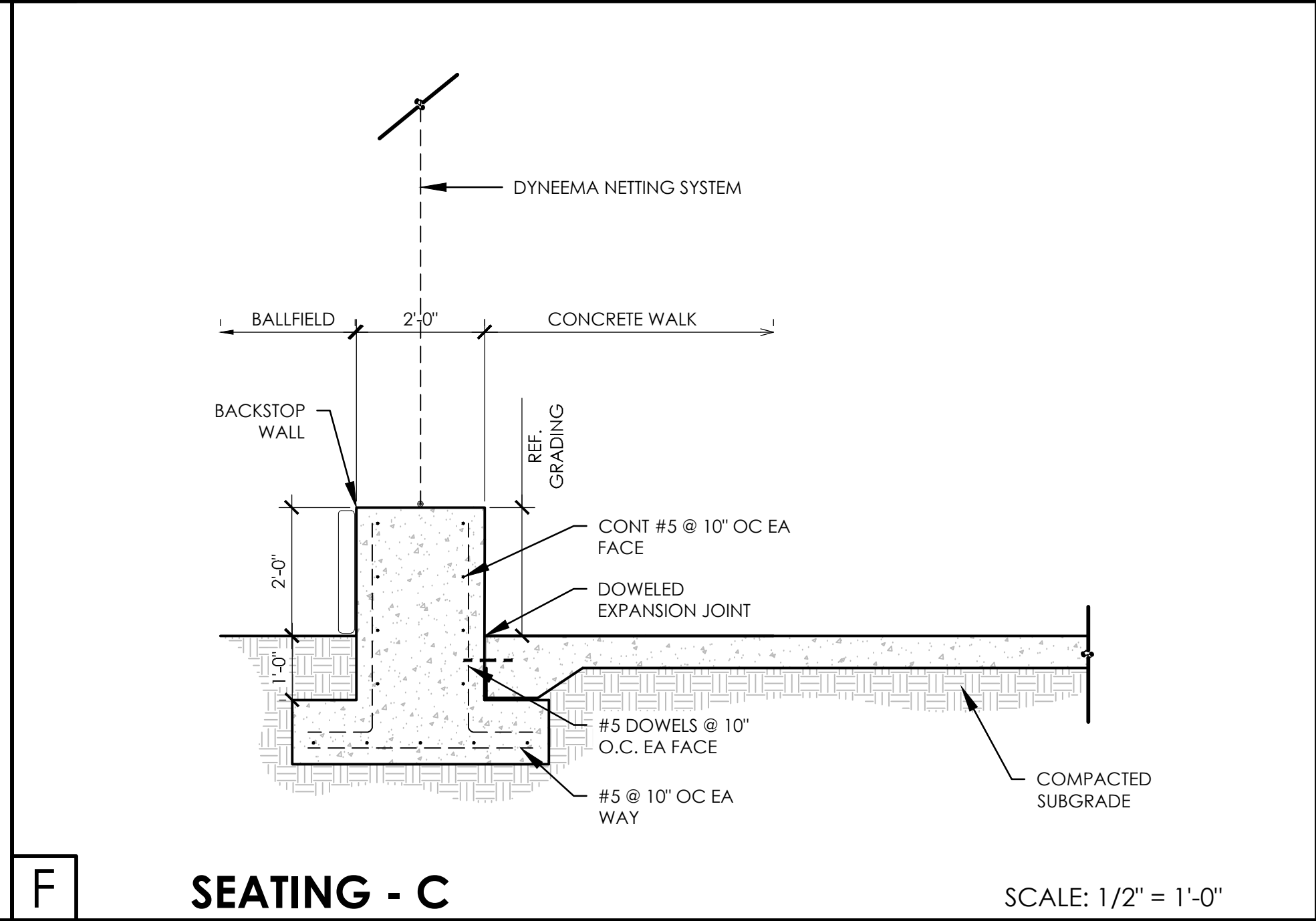
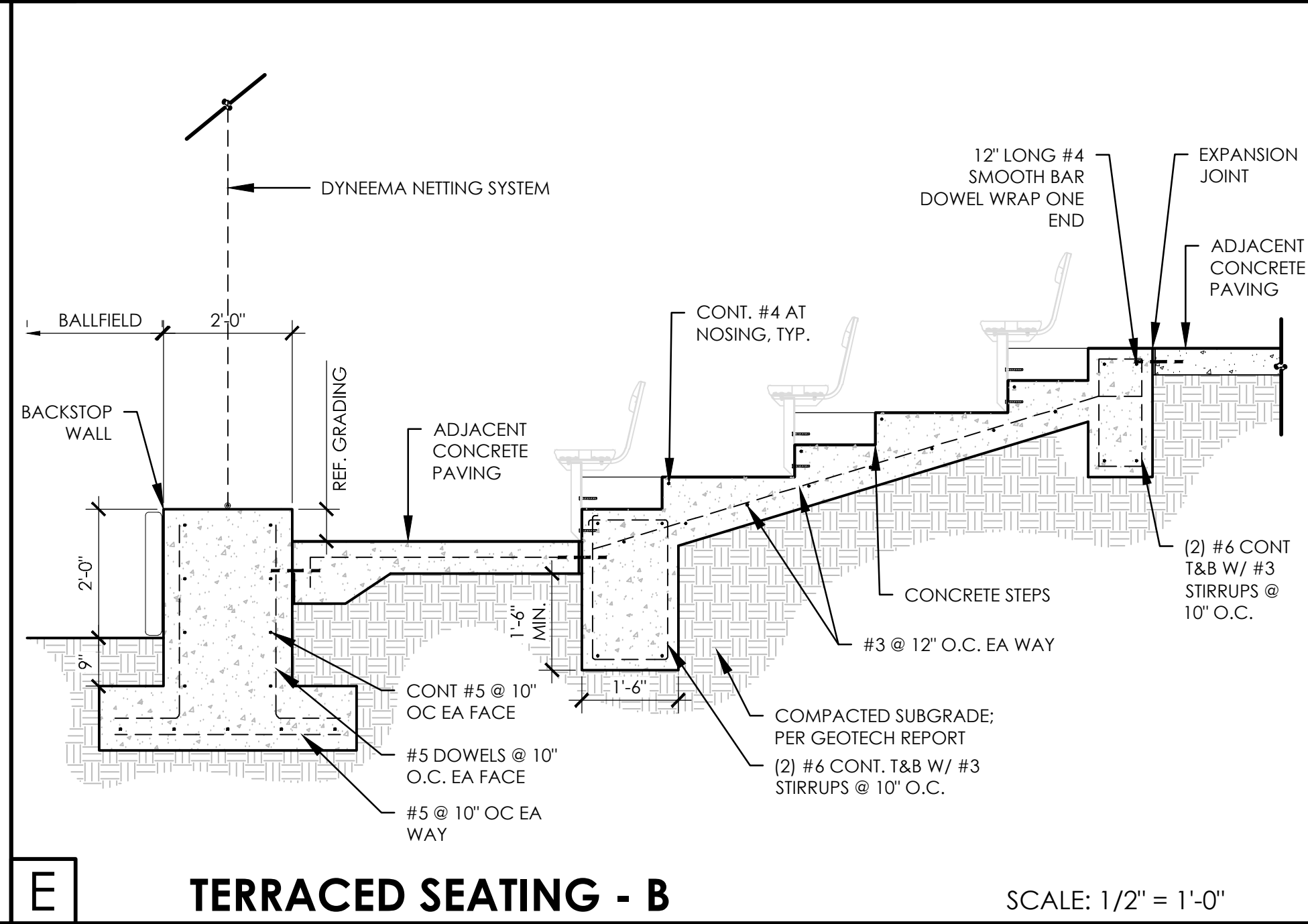
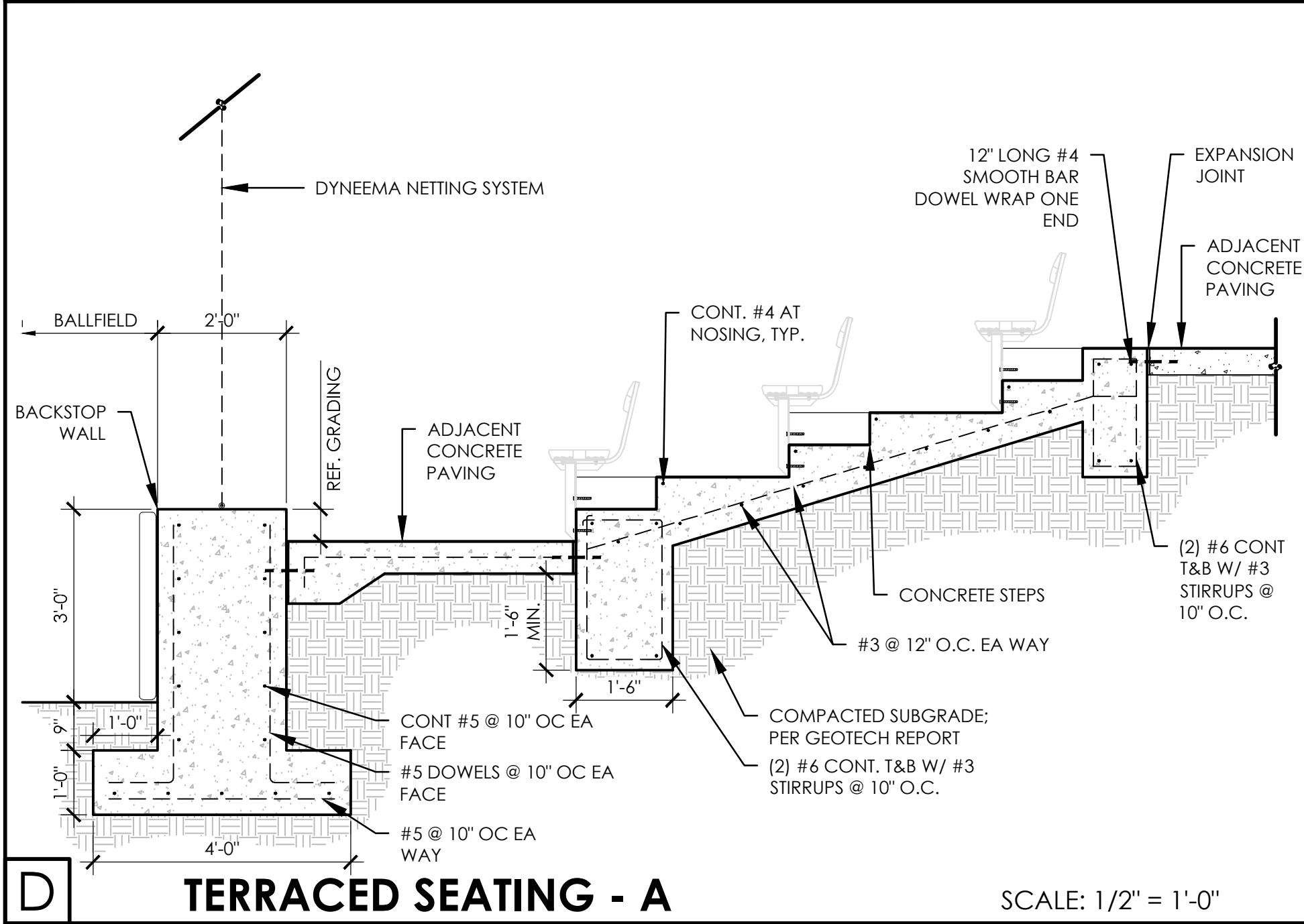
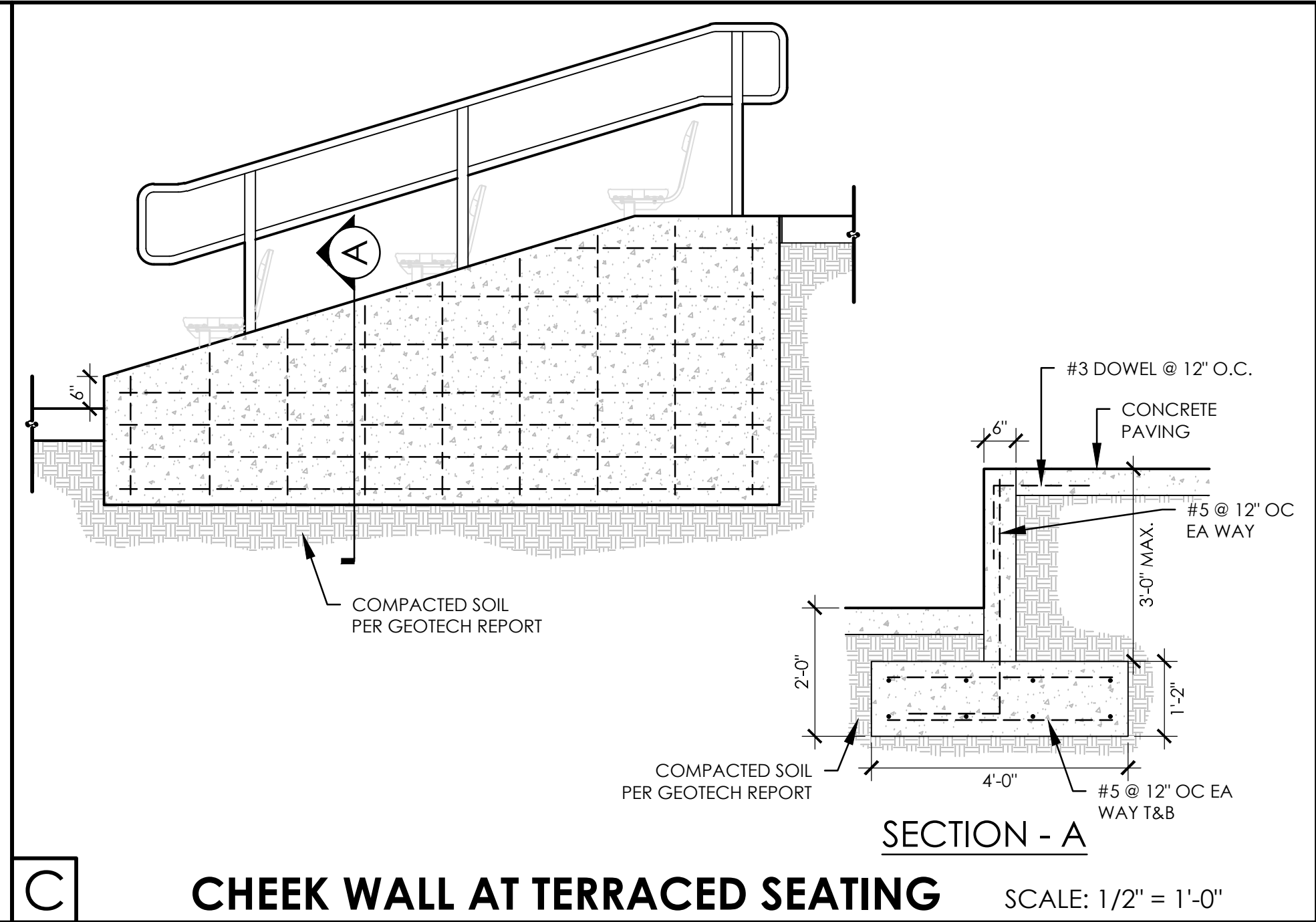
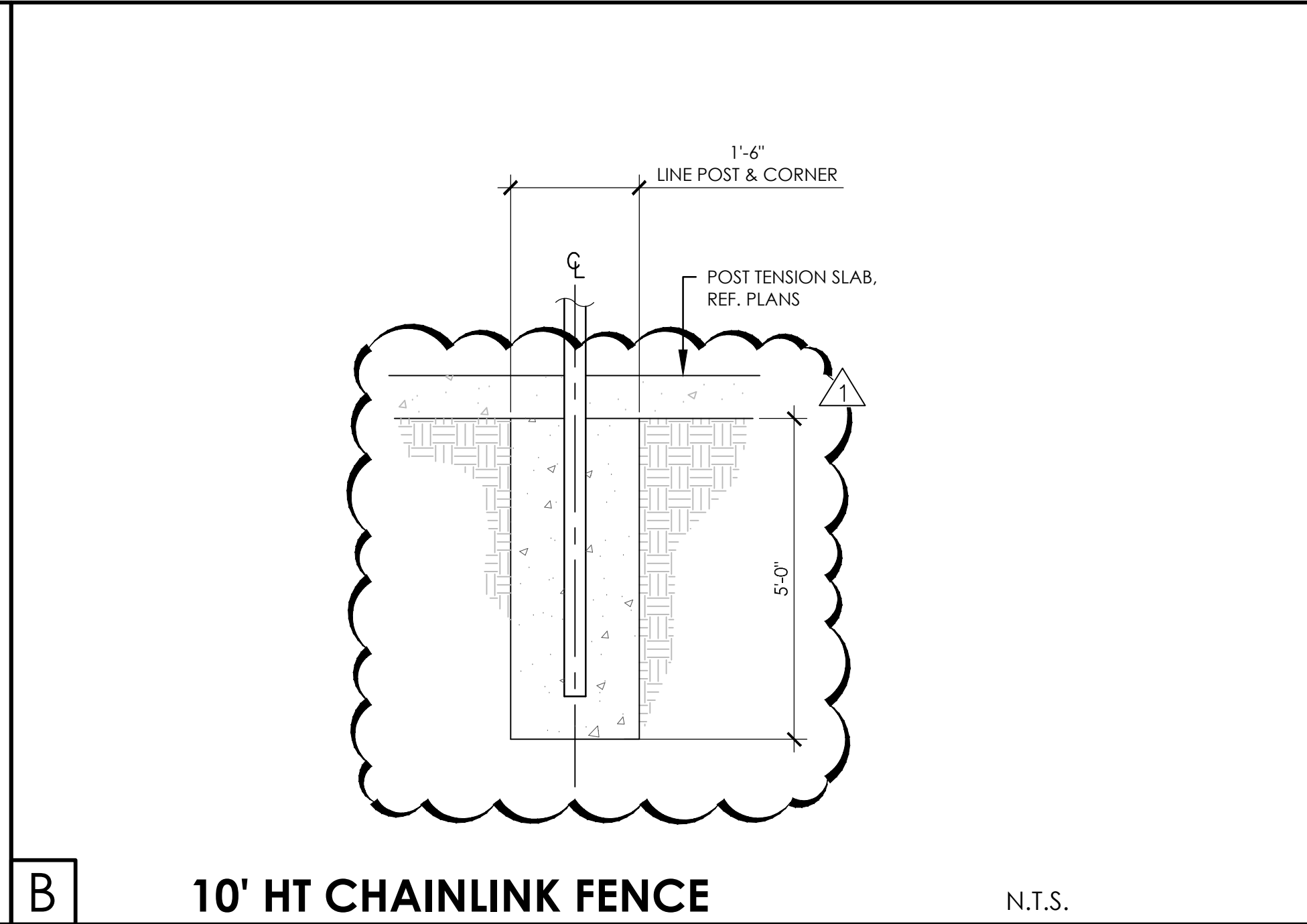
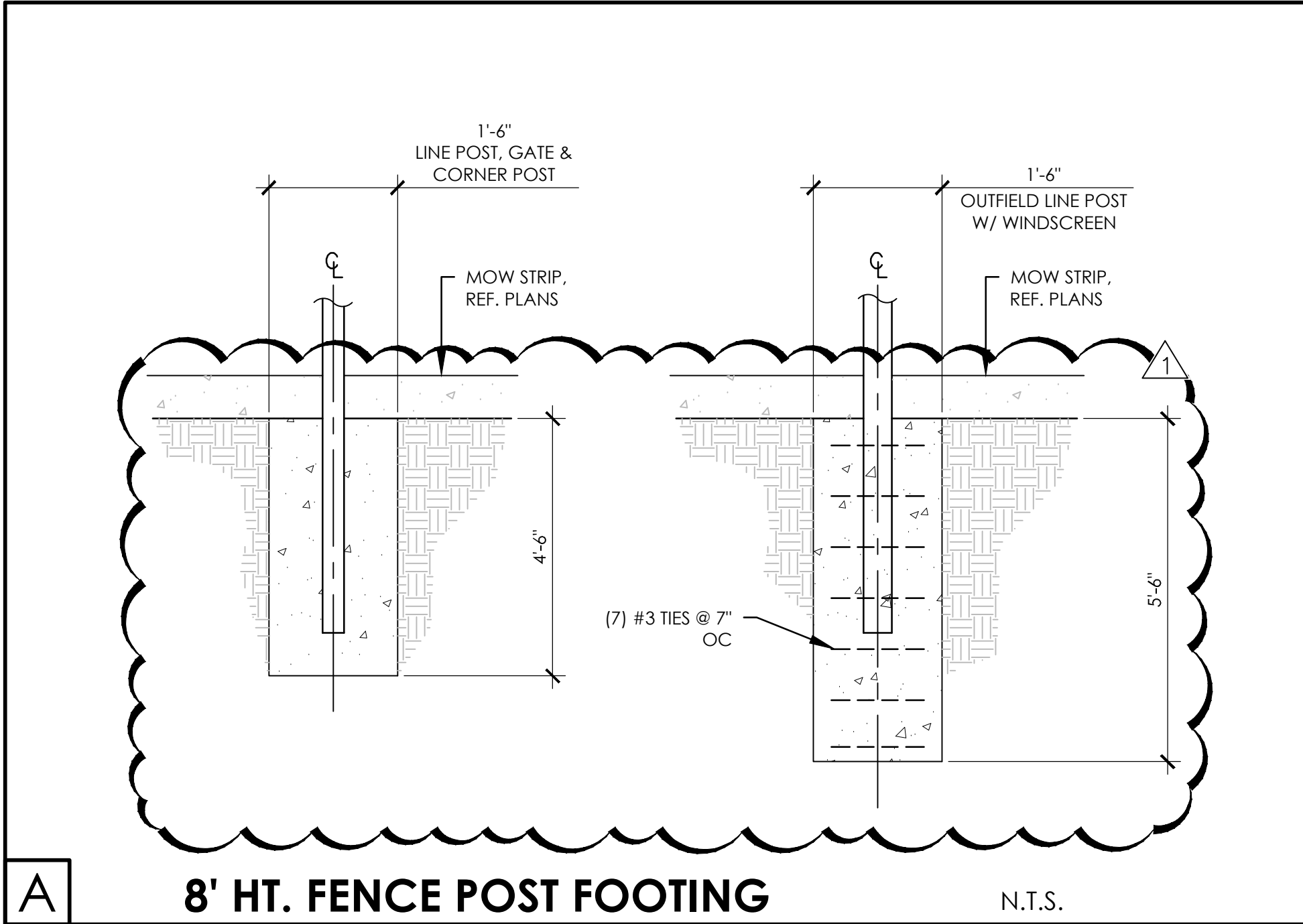
DRAWN BY: AAL

CHECKED BY: KLS

DATE: MARCH 13, 2024

SHEET: L3.05

BID PACKAGE #2



NO.	DATE	DESCRIPTION
1.	3/20/2024	GMP#2 Addendum No. 1

SITE DETAILS - STRUCTURAL



RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #2122-PK

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L.A.#3367
03/13/2024

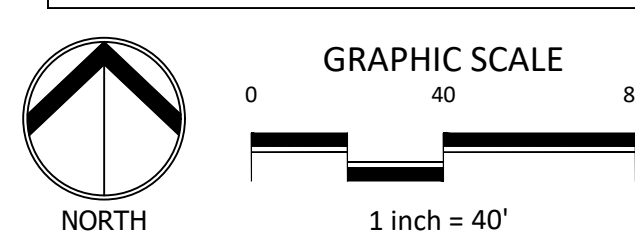
JOB NO.	7691.001
DESIGNED BY:	APL
DRAWN BY:	AAL
CHECKED BY:	KLS
DATE:	MARCH 13, 2024
SHEET:	L3.18

BID PACKAGE #2



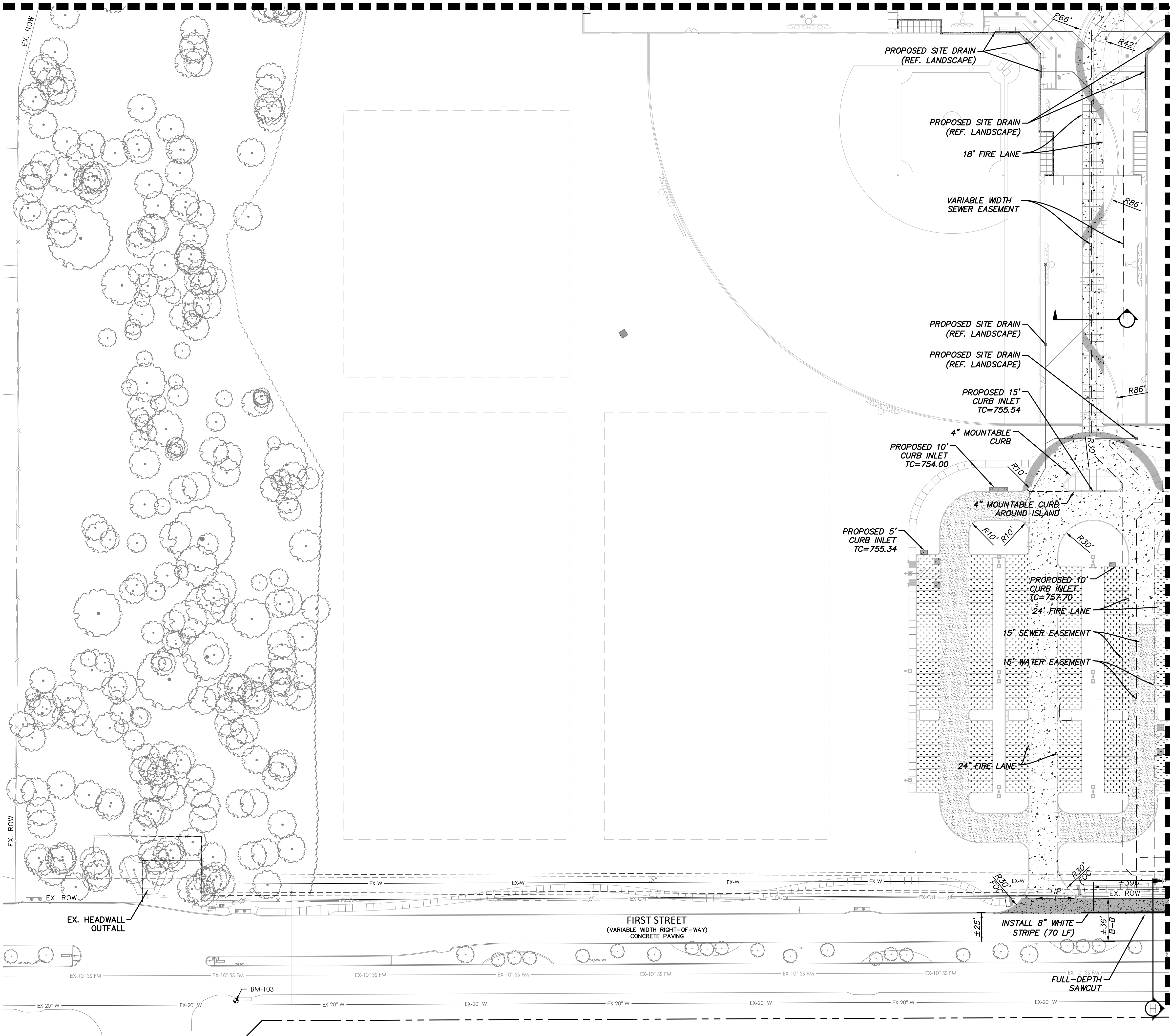
NOTES

1. CONTRACTOR TO REFERENCE GEOTECHNICAL REPORT PREPARED BY ALLIANCE GEOTECHNICAL GROUP PROJECT NUMBER CE22-139, DATED NOVEMBER 10, 2022 FOR PAVEMENT SPECIFICATIONS AND ALTERNATIVES.
2. CONTRACTOR TO SUBMIT CONCRETE JOINT PLAN TO ENGINEER FOR REVIEW.
3. ALL PARKING ISLAND RADII ARE 3-FT, UNLESS OTHERWISE NOTED.
4. DIMENSIONS ON THE PAVING PLANS ARE TO THE FACE OF CURB AND EDGE OF PAVEMENT, UNLESS OTHERWISE NOTED.
5. ALL OTHER DIMENSIONS (PARKING, SIDEWALK, DRIVEWAY WIDTH, ETC.) ARE SHOWN ON THE DIMENSION CONTROL PLAN.
6. REFER TO LANDSCAPE PLANS FOR HARDSCAPE AND LANDSCAPE DETAILS, AND ENLARGEMENTS FOR CONCESSION, TENNIS COURTS, ETC.
7. CONTRACTOR SHALL NOT USE THIS TEMPORARY DRIVEWAY AS A CONSTRUCTION ENTRANCE.



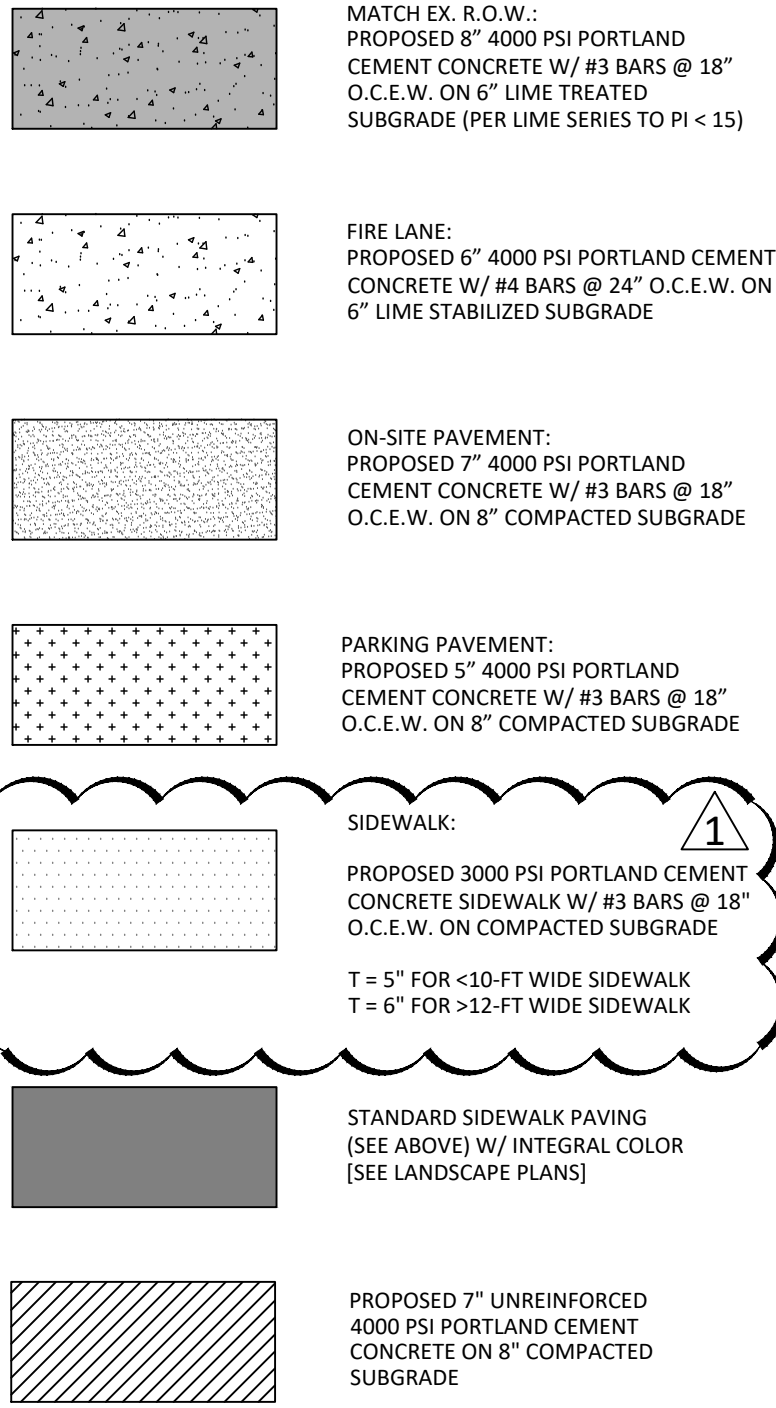
PRELIMINARY FOR REVIEW ONLY THESE DOCUMENTS ARE FOR DESIGN REVIEW AND NOT INTENDED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES. THEY WERE PREPARED BY, OR UNDER THE SUPERVISION OF: THUY-NUH N. NGUYEN P.E.# 135427 DATE: March 21, 2024	
JOB NO.	7691.001
DESIGNED BY:	TNN
DRAWN BY:	TNN
CHECKED BY:	APL
DATE:	MARCH 13, 2024
SHEET: C2.04	

MATCHLINE (SEE SHEET C2.06)



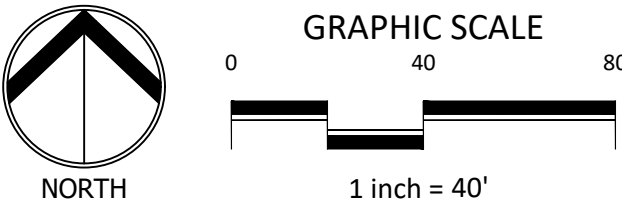
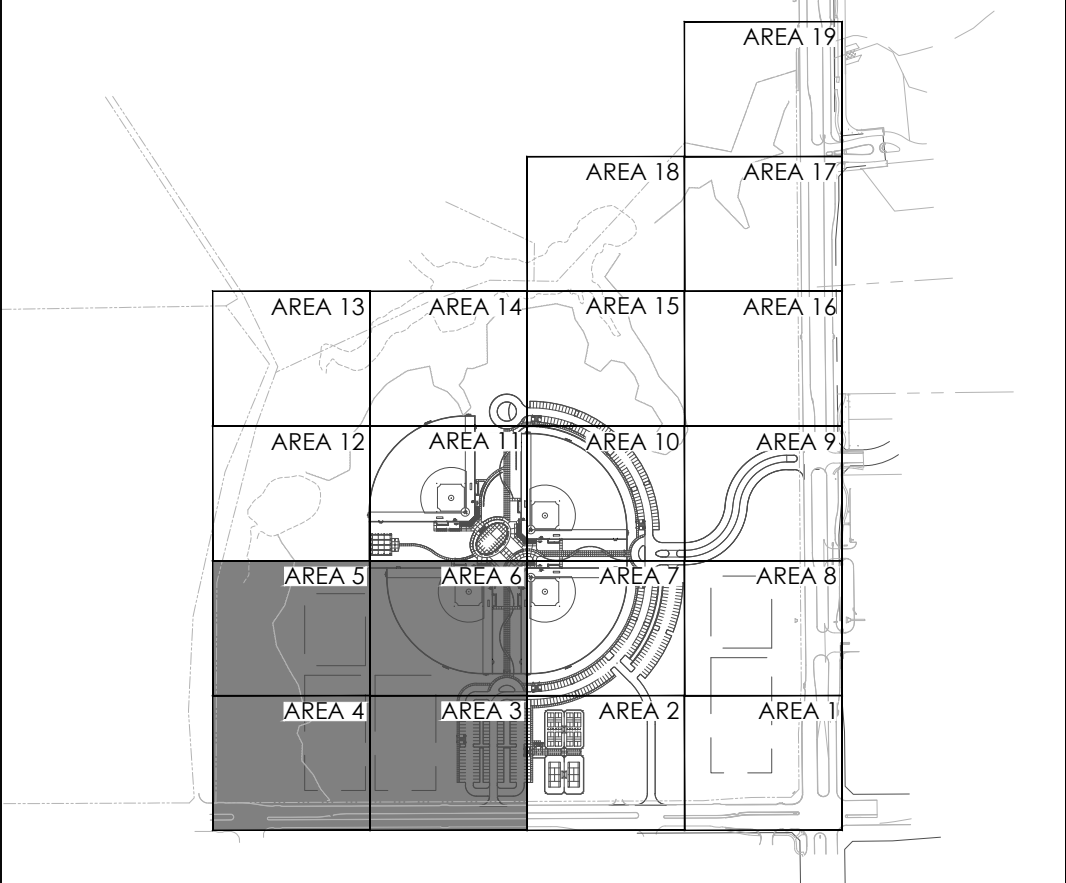
MATCHLINE (SEE SHEET C2.05)

PAVING LEGEND



- NOTES
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KEY MAP



REVISIONS		DESCRIPTION	
NO.	DATE	TNN	SIDEWALK THICKNESS
	3/21/2024		

PAVING PLAN

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
(817) 881-7114

RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #: 2122-PK

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THUY-NHUI N. NGUYEN
P.E.# 135427
DATE: March 21, 2024

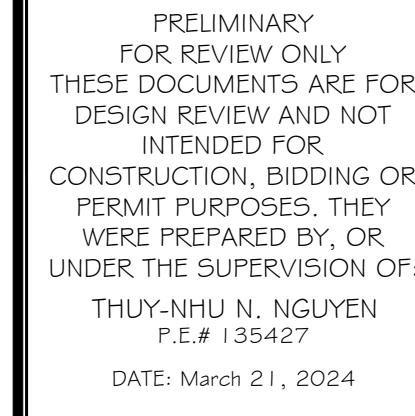
JOB NO.	7691.001
DESIGNED BY:	TNN
DRAWN BY:	TNN
CHECKED BY:	APL
DATE:	MARCH 13, 2024
SHEET:	C2.05

BID PACKAGE #1 BID PACKAGE #2



NOTES

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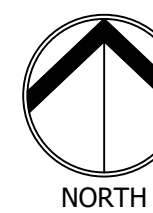
BID PACKAGE #1 BID PACKAGE #2



MATCHLINE (SEE SHEET C2.04)

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RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1

WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #2122-PK

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.533.1121
(toll free: 1-811-1121)

BID PACKAGE #1 BID PACKAGE #2

Town of Prosper's Raymond Community Park GMP #2 - Attachment A - Itemized Guaranteed Maximum Price

Cost Summary

Description	GMP # 01	Adjustments	GMP # 02
	Approved by Town Council 13 FEB 2024	If GMP #2 Amendment is Approved	For Town Council Consideration on 14 MAY 2024
Erosion Control SWPPP	\$51,178.00		\$51,178.00
Tree protection/ temporary fence	\$48,000.00		\$48,000.00
Demo & Earthwork	\$1,189,075.00		\$1,189,075.00
Utilities	\$1,454,750.00		\$1,454,750.00
Fire Lane & Vehicular Paving	\$1,800,000.00		\$1,800,000.00
Irrigation Sleeves	\$75,000.00		\$75,000.00
Site Electrical	\$2,662,125.00		\$2,662,125.00
Proposed Change Request #01 - Additional Tree Removal	N/A	\$9,080.00	\$9,080.00
Proposed Change Request #02 - Earthwork & Utilities	N/A	\$191,399.50	\$191,399.50
Proposed Change Request #03 - Credit for Steel Casing Removal	N/A	<u>(28,109.00)</u>	<u>(28,109.00)</u>
Subtotal - Cost of the Work - GMP # 01 (without Insurance, General Conditions or Fee)	\$7,280,128.00	\$172,370.50	\$7,452,498.50
New GMP #2 Cost of Work (without Insurance, Gen Conds or Fee)	N/A	\$8,067,533.07	\$8,067,533.07
Subtotal - Cost of the Work - GMP #s 01 +02 (without Insurance, General Conditions or Fee)	\$7,280,128.00	\$8,239,903.57	\$15,520,031.57
Performance & Payment Bond	\$86,269.00	\$11,373.00	
General Liability Insurance + 2 Year Maintenance Bond	\$36,634.75	\$4,829.25	
General Conditions Costs (w/o Insurances Above)	<u>\$221,810.31</u>	\$373,957.69	
Total General Conditions + Insurances (4.735 % vs. 5.02 % Allowed per Contract)	<u>\$344,714.06</u>		<u>\$734,874.00</u>
Subtotal - Cost of the Work + Insurance + General Conditions (without Fee)	\$7,624,842.06	\$8,630,063.51	\$16,254,905.57
Fee (2.5%)	<u>\$190,621.05</u>	<u>\$215,751.59</u>	<u>\$406,372.64</u>
Subtotal - Cost of the Work + Insurance + General Conditions + Fee	\$7,815,463.11	\$8,845,815.10	\$16,661,278.21
Owner Controlled Contingency Inside the GMP	<u>\$728,312.80</u>	<u>\$517,358.99</u>	<u>\$1,245,671.79</u>
Guaranteed Maximum Price Including Owner's Contingency	\$8,543,775.91	\$9,363,174.09	\$17,906,950.00
		\$0.00	

The "Owner Controlled Contingency" above is for the Owner's exclusive use in absorbing the increased scope of Cost of the Work items (if any) within the Contractor's Guaranteed Maximum Price.

Any Owner's authorization of use of the Owner's Contingency shall be in writing; and will ultimately require documentation in a "Contingency Use Authorization," showing both the amount reallocated to Cost of the Work, and the balance remaining in the Owner's Contingency.

There is no Contractor's Contingency included in this Guaranteed Maximum Price.

Town of Prosper's Raymond Community Park GMP #2 - Attachment A - Itemized Guaranteed Maximum Price (Continued)

Cost Detail

Source of the Work	Description	Total
Prime Erosion Control	Erosion Control SWPPP	\$51,178.00
Dean Construction	Tree protection/ temporary fence	\$48,000.00
Vista Earthwork	Demo & Earthwork	\$1,189,075.00
Tri Dal Utilities	Utilities	\$1,454,750.00
L.H. Lacy Company, LTD	Fire Lane & Vehicular Paving	\$1,800,000.00
A New Deal	Irrigation Sleeves	\$75,000.00
Nema 3 Electric	Site Electrical	\$2,662,125.00
Excludes S3 Pedestrian Lights + Musco Lights		
Total Original GMP # 1 w/o CMAR's Soft Costs		\$7,280,128.00
	PCR 1 Tree Removal	\$9,080.00
	PCR 2 GMP 1 Plan Changes	\$191,399.50
	PCR 3 Credit Removal of Steel Casing	-\$28,109.00
Total New GMP # 1 w/o CMAR's Soft Costs		\$7,452,498.50
Dean Construction	Site concrete	\$1,295,000.00
Dean Construction	Limestone Block Walls	\$181,045.00
Trans TexasTennis	Pickleball Courts	\$448,045.00
TenHagen Excavating	Moisture conditioning at Pickleball Court	\$97,600.00
Dean Construction	Fabric shade structure foundations	\$5,000.00
Robinson Fence	Fence	\$333,800.00
Robinson Fence	Backstop nets	\$245,000.00
Dean Construction	Bleacher shade structures	\$692,000.00
Dean Construction	Dugout metal roofs	\$140,000.00
Dean Construction	Entry Gateways	\$42,700.00
Dean Construction	Coit Road monument sign	\$18,100.00
Spinoff Construction	Restroom Concession Building	\$1,536,993.07
Southern Bleacher	Aluminum Bleacher seating	\$65,000.00
Dean Construction	Parking lot striping	\$28,000.00
Dean Construction	Dumpster Enclosure	\$52,800.00
Dean Construction	Ballfield Clay and Conditioner	\$143,100.00
Firefighters Landscape & Design	Irrigation system with Town water	\$650,000.00
Firefighters Landscape & Design	Landscape	\$200,000.00
Dean Construction	Fine grade	\$50,000.00
Dean Construction	Turf establishment	\$595,882.00
Childs Play	Playground	\$339,385.00
Dean Construction	Playground Shade Structure Foundation	\$4,800.00
Dean Construction	CXT Building at Playground	\$228,250.00
Dean Construction	Handrails/ guardrails/ OI fence	\$75,333.00
Dean Construction	Site amenities	\$362,200.00
J & J Inc	Site Masonry	\$122,500.00
Dean Construction	Construction Layout	\$55,000.00
Building & Earth	Testing Allowance	\$140,000.00
CMAR's Alternate (Reviewed/Appvd)	Credit for Players Benches Substituion Request	-\$80,000.00
Excludes Power Company Charges		
Total GMP # 2 w/o CMAR's Soft Costs		\$8,067,533.07
Total GMP #s 1 + 2 w/o CMAR's Soft Costs		\$15,520,031.57
<u>CMAR's Soft Costs</u>		
	General Conditions (4.735%)	\$734,874.00
	Fee (2.5%)	\$406,372.64
	Owner's Contingency (Transferred from GMP 1)	\$728,312.80
	Owner's Contingency (New Contingency for GMP 2)	\$517,358.99
Total GMP #s 1 + 2 w/CMAR's Soft Costs		\$17,906,950.00
<u>Contract Tracking for Town of Prosper Team</u>		
	Deduct GMP 1 (Already Approved by Town Council)	(\$8,543,775.91)
Increase for GMP 2 (Town Council Considers 14 MAY)		\$9,363,174.09

Town of Prosper's Raymond Community Park
GMP #2 - Attachment A - Itemized Guaranteed Maximum Price (Continued)

Cost Detail

Alternates to be Accepted or Rejected at Owner's Option (None of Which are Included in GMP #2)

<u>Alt #</u>	<u>Source of the Alternate</u>	<u>Alternate Description</u>		<u>GCs @ 4.75%</u>	<u>FEE @ 2.5%</u>	<u>Total</u>	<u>Expiration Date</u>
<u>GMP # 01 Alternate (Still Being Considered by Owner)</u>							
2.01	Nema	GMP 1 Alternate S3 Poles (Pedestrian Lighting)	\$180,246.00	\$8,534.65	\$4,719.52	\$193,500.16	15-Aug-24
<u>CMAR's Voluntary Alternate Alternates (Not Shown in Attachments D - Drawings & E - Specifications; Under Reivew by Owner)</u>							
GC 1.01	Robinson	Credit for Alternate Backstop Nets	-\$90,000.00	-\$4,261.50	-\$2,356.54	-\$96,618.04	14-Sep-24
<u>Alternates Shown in Attachments D - Drawings & E - Specifications</u>							
2.01	Dean Construction	Concrete Enhancements	\$62,000.00	\$2,935.70	\$1,623.39	\$66,559.09	15-Sep-24
2.02	Dean Construction	Concrete trail along First Street	\$102,350.00	\$4,846.27	\$2,679.91	\$109,876.18	15-Sep-24
2.03	Dean Construction	CXT Building at Tennis/Pickleball	\$228,250.00	\$10,807.64	\$5,976.44	\$245,034.08	30-Jun-24
2.04	J&J Masonry	Stone Veneer at CXT Tennis	\$18,650.00	\$883.08	\$488.33	\$20,021.40	15-Aug-24
2.05	J&J Masonry	Stone Veneer at CXT Playground	\$18,650.00	\$883.08	\$488.33	\$20,021.40	15-Aug-24
2.06	Trans Texas Tennis	Tennis Courts	\$394,540.00	\$18,681.47	\$10,330.54	\$423,552.01	30-Aug-24
2.07	Ten Hagen	Subgrade Prep @ Tennis Courts	\$72,500.00	\$3,432.88	\$1,898.32	\$77,831.20	30-Aug-24
2.08	Childs Play	Fabric Shade structure at Pickleball	\$31,080.00	\$1,471.64	\$813.79	\$33,365.43	15-Aug-24
2.09	Dean Construction	Shade Structure at Playground	\$76,000.00	\$3,598.60	\$1,989.97	\$81,588.57	15-Aug-24
2.10	Dean Construction	First Street Monument Sign	\$12,270.00	\$580.98	\$321.27	\$13,172.26	15-Nov-24
2.11	Firefighters Landscape and Design	Irrigation using well water	\$287,000.00	\$13,589.45	\$7,514.74	\$308,104.19	15-Aug-24
2.12	THI	Water Well	\$599,710.00	\$28,396.27	\$15,702.66	\$643,808.93	15-Aug-24
2.13	Nema	Electrical Service to well	\$20,959.00	\$992.41	\$548.79	\$22,500.19	15-Aug-24
2.14	Firefighters Landscape and Design	Required additional landscaping	\$96,000.00	\$4,545.60	\$2,513.64	\$103,059.24	15-Aug-24
2.15	Dean Construction	Site Furnishings at batting cages	\$9,200.00	\$435.62	\$240.89	\$9,876.51	15-Sep-24
2.16	Dean Construction	Pedestrian Concrete at Tennis	\$15,000.00	\$710.25	\$392.76	\$16,103.01	15-Sep-24
2.17	Dean Construction	Site Furnishings at Tennis	\$8,600.00	\$407.21	\$225.18	\$9,232.39	15-Aug-24
2.18	Dean Construction	Painted Concrete at Tennis	\$2,500.00	\$118.38	\$65.46	\$2,683.83	15-Sep-24
2.19	Dean Construction	Batting Cages	\$177,663.00	\$8,412.34	\$4,651.88	\$190,727.23	15-Aug-24
2.20	Nema	Electrical at Playground pavillion	\$4,335.00	\$205.26	\$113.51	\$4,653.77	15-Aug-24
2.21	Dean Construction	Concrete trail at batting cages	\$25,150.00	\$1,190.85	\$658.52	\$26,999.37	15-Aug-24
2.22	J&J Masonry	Masonry at playground columns	\$15,300.00	\$724.46	\$400.61	\$16,425.07	15-Aug-24
2.21	Nema	Zap stand electrical	\$2,153.00	\$101.94	\$56.37	\$2,311.32	15-Aug-24

Raymond Community Park

Project Budget

• Design, Testing & PM	\$1.9 M
• Contingency	\$1.2 M
• Construction	<u>\$16.7 M</u>
• Total Cost	\$19.8 M

**Anticipated Completion in
Summer 2025**



GMP Detail

GMP #s 1 + 2

• Bids + GC Costs Total	\$16.7 M
• Contingency	<u>1.2 M</u>
• Total	\$17.9 M

Scope Added from 100% DDs (all included in costs above)

- Coit Road Walkway
- Development Services Landscape Requirements
- Full Onsite Detention Ponds (3)

GMP2 Items in Base Bid

- Lighted Baseball Four Field Complex with Restroom Concession Building
- Storm Drain System, Sanitary Sewer Lines with Required Lift Station
- Required Onsite Detention Ponds (3)
- Multipurpose Fields (5) (not lighted)
- Pickleball Courts (8) with Lighting
- Multi-Level, Accessible Playground with Integral Shade
- Restroom at Playground
- 400+ Parking Spaces



Possible GMP Contingency Use

Staff recommendations for prioritized items ready to add to the project:

Pedestrian lighting	\$ 204,000
Restrooms @ Tennis	258,000
Tennis courts (2)	557,000
Shade structures @ Tennis & PB	35,000
Other amenities (site furnishings)	<u>146,000</u>
Total Owner's Contingency	\$ 1.2 M



Possible Use of Alternative Funds with Good ROI?

- Onsite Well System for Irrigation - \$1,201,855
- Anticipated annual cost for municipal water - \$250k - \$300k

Well System will pay for itself in 4-5 years through water expense savings.



Options for Additional Funding

Bid and Design Completed

• Playground Pavilion	\$ 91,000
• Batting Cages w/ trail & furnishings	239,000
• Park Monument Sign @ First St.	17,000
• Additional Trees / Landscape	114,000

No Bid or Design Currently (estimates)

• Baseball Field Artificial Turf	\$ 7.5M
• Multipurpose Artificial Turf	6.9M
• Trail / Bridge	700,000



FIRE DEPARTMENT

To: Mayor and Town Council

From: Stuart Blasingame, Fire Chief

Through: Mario Canizares, Town Manager

Re: Amendment to Architectural Design Agreement with BRW Architects for Fire Station No. 4

Town Council Meeting – May 28, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon authorizing the Town Manager to execute an amendment to the agreement between the Town of Prosper, Texas, and Brown, Reynolds, Watford, Architects, Inc., related to architectural and engineering design services for Fire Station No. 4 for \$342,300.

Description of Agenda Item:

On November 9, 2021, the Town Council approved an Architectural Design Agreement with Brown, Reynolds, Watford (BRW) Architects, Inc. for \$608,380. So far, \$485,215 has been spent under this agreement, leaving \$123,165 unspent. The contract was based on an estimated construction cost of \$4,600,000.00 with a provision for an additional 8.85% fee on any amount exceeding this estimate.

During the project design phase, we faced unprecedented price increases. On January 10, 2023, a Guaranteed Maximum Price (GMP) update of \$10,213,950 was presented to the Town Council. Additionally, proposals were made for alternates, including a \$195,000.00 gas line installation. The Town Council also discussed in August 2022 value engineering efforts, potential square footage reductions, and other cost-saving measures. Ultimately, the Town Council decided against reducing the square footage or making further value engineering changes.

The project was postponed twice, with the second postponement intended to prioritize the construction of Legacy Road by one year. At that time, the Town Council directed that the project be brought back for review in the summer of FY2024, with the goal of starting construction near the beginning of the fourth quarter.

Since the last GMP update, the Town has adopted the 2021 International Fire Code and the 2021 International Building Code, which requires updates to all construction documents. An amendment to the original agreement is necessary to incorporate these changes and other adjustments

needed for the next GMP. BRW Architects, Inc. has presented a proposal with a projected cost of \$465,465 to complete the project successfully.

Item 21.

Budget Impact:

BRW Architects, Inc.'s projected cost to complete the design is \$465,465. Following the adjustment, of \$123,165 still available from their existing purchase order, the amount is reduced to \$342,300. This will amend the original agreement from \$608,300 to \$950,680. This total is significantly below the anticipated 8.85% increase from the initial agreement.

The funding for this work would be charged to Account 750-6610-10-00-2413-FC. There are \$1,649,467 in unallocated bond funds in the Public Safety category that have been identified for this project. The Council CIP Subcommittee has reviewed and recommended approval of the item.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has approved the attached documents as to form and legality.

Attached Documents:

1. Staff Report
2. AIA Document G802-2017

Town Staff Recommendation:

Town Staff recommends authorizing the Town Manager to execute an amendment to the agreement between the Town of Prosper, Texas, and Brown, Reynolds, Watford, Architects, Inc., related to architectural and engineering design services for Fire Station No. 4 for \$342,300.

Proposed Motion:

I move to authorize the Town Manager to execute an amendment to the agreement between the Town of Prosper, Texas, and Brown, Reynolds, Watford, Architects, Inc., related to architectural and engineering design services for Fire Station No. 4 for \$342,300.



AIA Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Town of Prosper Fire Station No. 4
Prosper, TX
BRW Project No.: 221110.00

AGREEMENT INFORMATION:
Date: November 1, 2021

AMENDMENT INFORMATION:
Amendment Number: 01
Date: May 17, 2024

OWNER: *(name and address)*
Town of Prosper
250 W. Main St.
P.O. Box 307
Prosper, TX 75078

ARCHITECT: *(name and address)*
Brown Reynolds Watford Architects,
Inc.
3535 Travis Street, Suite 250
Dallas, TX 75204

The Owner and Architect amend the Agreement as follows:
Basic Services

- Review, Revise and Reissue per Current Town Code - Architectural design.
 - Review, Revise and Reissue per Current Town Code - Interior design, including all interior finishes and lighting, along with generic furniture plans to assist with locating electrical and communication outlets.
 - Review, Revise and Reissue per Current Town Code - Selection and specification of kitchen and laundry equipment.
 - Review, Revise and Reissue per Current Town Code - Site signage, building signage and interior room signage.
 - Review, Revise and Reissue per Current Town Code - Structural engineering, including a Structured slab foundation and structural framing design. Cold-formed framing shall be a performance specification.
 - Review, Revise and Reissue per Current Town Code - Mechanical, electrical, and plumbing engineering, including mechanical HVAC and controls, electrical power and lighting, plumbing domestic water, sanitary, and gas. Fire sprinkler and fire alarm system shall be a performance specification.
 - Anticipated submittals and Owner review meetings as shown below.
 - o 50% Construction Documents
 - o 95% Construction Documents
 - o 100% Construction Documents (no Owner review meeting)
 - Compliance with applicable codes and ordinances, including a pre-development meeting with Town departments related to site and building development.
 - Review, Revise and Reissue per Current Town Code - Storm shelter design
 - o Architectural, Structural, MEP, Civil and Landscape design.
 - Review, Revise and Reissue per Current Town Code - Video Surveillance and Access Control systems
 - o Develop a security program with all appropriate parties for the video surveillance and access control systems.
 - o Design these systems based on the input and direction from the development team, project operations, and Owner's security staff, and past project experience.
- (Exclusion: This work does not include "security consulting," which is normally taken to include review of criminal activity in the project vicinity, security staffing studies, and threat assessment studies, etc.)
- Video Surveillance systems
- o Develop the video surveillance system that meets the security program and allows monitoring of the cameras and recording of the images. surveillance at appropriate.
 - o Identification, location, and interconnection of exterior and interior cameras at designated sensitive points throughout the facility and site.
- Access Control systems
- o Develop an access control system that meets the security program and allows monitoring and control the facility as coordinated with the architectural design elements.
- Review, Revise and Reissue per Current Town Code - Structured cabling
 - o Design a structured cabling (telephone/data) and cable TV system that will extend throughout the facility.
 - o Locate and layout the Main Distribution Frame (MDF) room and, if necessary, the Intermediate Distribution Frame (IDF) room (excludes data center design).
 - o Confirm the quantity, type and location of outlets and wireless access points throughout the facility

- o Prepare construction documents and technical specifications.
- o Exclusions: This work does not include design and specification of networking electronics (i.e., switches, routers, wireless access points, hubs, etc.) for communication and computer hardware.
- Review, Revise and Reissue per Current Town Code - Audio Visual systems
 - o Provide functional one-line drawings and conduit distribution requirements for the technical systems showing interconnection of equipment.
 - o Provide infrastructure, power, and HVAC requirements for each of the systems.
 - o Work with the Owner and Architect for the integration of the required system components into the architectural and interior design.
 - o Prepare construction documents and technical specifications for the sound and AV systems equipment and installation techniques.
- Review, Revise and Reissue per Current Town Code - Radio and Alerting Systems infrastructure assistance
 - o Through a design-build effort with the Town's vendor, design the conduit infrastructure associated with the radio system, as coordinated with the architectural and interior design.
 - o Coordinate power requirements for each system based on information from the Town's vendor.
 - o Prepare construction documents defining the conduit infrastructure.
- BRW will provide the Contractor with the Revit model (upon execution of BRW's waiver form) for their use in preparing shop drawing submittals. BRW will not prepare background drawings for the Contractor.
- TDLR TAS (Texas Accessibility Standards) response to plan review comments. Also, coordination of the site inspection at the completion of construction. TDLR fees are included in the reimbursable expense allowance.
- The design team will provide (see below) a minimum number of site observation visits during construction to become generally familiar with the progress and quality of the work completed.

o Architect	2	times per month, plus as needed for architect/engineer to resolve field conditions
o Civil Engineer	3	times total
o Landscape Architect	3	times total
o Structural Engineer	3	times total
o MEP/IT/AV Engineer	6	times total
o Security Consultant	4	times total
- Record Documents reflecting contract changes from accepted contingency expenditures or change orders. The Contractor shall provide digital scans of the Contractor's field-set construction documents and specifications reflecting field changes. Incorporating the Contractor's field changes into the contract documents shall be an Additional Service.
- Return of Contractor RFIs and submittals within 14 calendar days
- Construction Administration services provided beyond sixty (60) calendar days after the Substantial Completion date established in the original Construction Contract. In such cases, the Architect shall receive a monthly lump sum Additional Services fee equal to the Architect's construction phase services fee divided by the total number of construction months in the original Construction Contract.
- Town Council meetings as appropriate.

Additional Services –

- IECC systems commissioning
 - o Provide required commissioning activities as described in Section C408 of the IECC which in general requires commissioning for mechanical systems, service water heating systems, lighting systems, and associated automatic controls.
 - o Develop System Readiness Checklist for the systems outlined below. Contractor shall review each item on the checklist and verify that it has been completed. Each piece of equipment will have its own specific checklist. All documentation is to be prepared and filled out by the Contractor. Contractor shall be ready and provide equipment specific technicians to conduct the required tests for engineer to witness.
 - o Review Start-up Checklist and ensure contractor has completed all necessary manufacturer requirements.
 - o Develop Functional Performance Tests for the systems outlined below. These series of tests will require the equipment to be fully tested versus the performance requirements of the design. The system will be tested under normal and emergency situations.
 - o Develop and maintain Corrective Actions Log based on errors found in construction and/or during testing of equipment. Provide final report outlining issues and outstanding items
- Furniture selection (Architect will provide a generic furniture plan as a Basic Service for locating electrical connections).
 - o Selection of a single furniture manufacturer/dealer with pre-negotiated government costs through a process of showroom tours, preparing a Request for Proposals, and evaluating up to three (3) manufacturer proposals.

- o The manufacturer's dealer will make recommendations for all systems furniture, case goods, chairs and storage units for the Owner's review and approval. The Architect will make recommendations for the furniture finishes that are compatible with the interior design.
- o Upon the Owner's approval of the furniture selections and finishes, the furniture dealer will prepare construction documents and a cost estimate of the furniture and installation based on their pre-negotiated government rates.
- o The Owner will coordinate all required procurement and installation, including a furniture punch list of deficient items at the installation completion.

Owner-Provided Design Services

The Owner or the Owner's vendors or consultants shall furnish the following design services or building systems or authorize the Architect to furnish them as Optional Services, when such services are required to complete the project or desired by the Owner.

- Storm shelter 3rd party design review including:
 - Review of architectural, structural, mechanical, electrical, and plumbing construction documents for code compliance at 50% CD, 95% CD and 100% CD phases.
 - Written report listing items not incorporated into the documents at the end of each review.
 - Letter of compliance at the completion of design.
- Laboratory construction materials testing / inspections during construction.
- Site environmental surveys, assessments, and remediation.
- International Energy Conservation Code, Section C408 required building commissioning
- Property zoning Special Use Permits (SUPs), if required.
- Off-site, public right-of-way improvements, including road and water utilities design.
- Traffic studies and traffic signals.
- Fueling and canopy systems design.
- Computer, telephone, communication, UPS, radio, alerting, antenna and public-address systems design, equipment selection and procurement. (Architect shall provide electrical power and empty conduit as directed by the Owner).
- Furniture, office equipment, fitness equipment, and fire equipment selection and procurement, including, but limited to, an extractor, SCBA filling station, and air compressor.

CM at Risk Provided Services

The CM at Risk shall furnish the following services or the Owner shall furnish them or the Owner shall authorize the Architect to furnish them as Additional Services, when such services are required to complete the project.

- Pre-construction cost estimates as a minimum at 50% CD and 95% CD phases.
- Storm water pollution prevention plan (SWPPP).
- If required by the Owner, Record Drawings consisting of field changes from the CMaR's field set of drawings and specifications drawn into the digital contract documents.

Exclusions from Architect's Services

The below services are not anticipated at this time, however, the Architect could provide them as Additional Services, if required to complete the project or desired by the Owner.

- Off-site engineering.
- Subsurface utility engineering (SUE).
- Underfloor and building perimeter drainage systems.
- Trench safety design.
- Retaining wall design over three feet (3') high.
- Historical cultural resources assessment.
- Waters of the United States delineation and threatened and endangered species habitat assessment.
- Fountain design.
- Glass curtainwall consulting.
- Building envelope (waterproofing) consulting.
- Food service consulting.
- Free-standing radio antennas & towers, other than building mounted antennas
- Leadership in Energy and Environmental Design (LEED) registration and certification.
- Energy modeling, utility bill estimates and life cycle cost analysis (LCCA).
- Data Center design.

- Coordination of artwork.
- Preparation or assistance with multiple or fast track drawing/bid packages.
- Photo-quality architectural renderings and architectural models, beyond our in-house renderings.
- Construction site observation visits beyond the number listed herein.
- Public presentations, other than Town Council meetings.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:	
ORIGINAL CONTRACT TOTAL	\$608,380.00
ORIGINAL CONTRACT TOTAL BILLED	\$485,214.76
Remove Discontinued Scope:	
Construction Administration	(\$99,224.00)
Civil Engineering (and Plat)	(\$ 3,550.00)
Landscape Architecture and Irrigation Design	(\$ 1,650.00)
Structural Slab (if required by soils report)	(\$ 5,000.00)
Basic IECC Minimum Commissioning	(\$ 6,800.00)
Total Reimbursable Expenses	(\$ 6,941.24)

AMENDMENT 1

Basic Services		
Construction Documents	36%	\$163,967.40
Bidding	12%	\$ 54,655.80
Construction Administration	52%	\$236,841.80
Total Reimbursable Expenses		\$ 10,000.00
AMENDMENT 1 TOTAL		\$465,465.00

NEW CONTRACT TOTAL \$950,679.76

Schedule Adjustment:
N/A

SIGNATURES:

Brown Reynolds Watford Architects,
Inc.

ARCHITECT (Firm name)



SIGNATURE

Fred Clifford, AIA Principal
PRINTED NAME AND TITLE

DATE

Town of Prosper

OWNER (Firm name)

SIGNATURE

Mario Canizares, Town Manager
PRINTED NAME AND TITLE

DATE



PUBLIC WORKS

To: Mayor and Town Council

From: Chuck Ewings, Assistant Town Manager

Through: Mario Canizares, Town Manager

Re: Design Agreement – Public Works/Parks Service Center

Town Council Meeting – May 28, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon authorizing the Town Manager to enter into a Professional Services Agreement with Quorum Architects in the amount of \$1,780,000.00 for the design of the proposed Public Works/Parks Service Center.

Description of Agenda Item:

Last year a master plan was developed for the proposed Public Works/Parks Service Center located at Cook Lane and Safety Way. Town Council authorized funding for the design of the facility as part of its 2024 Capital Improvements Plan.

Staff received 12 proposals for design services and interviewed three finalists and recommend an agreement be awarded to Quorum Architects for design services. Quorum specializes in these types of facilities and has significant experience in designing service centers.

The services include validation and reconfiguration of the existing site plan to take into consideration the completion of Safety Way and modifying the layout. The architect will provide construction documents and assist in managing construction of the buildings and site. The plan will address phasing the project to construct improvements as funding is available.

Budget Impact:

The Capital Improvement Plan provides a total of \$1,800,000.00 for the design of the service center and the fee of \$1,780,000.00 is just under that budget. The CIP budget provides \$1,200,000 in capital dedicated funds (Account 750-5410-10-00-2123-FC) and \$600,000 in utility funds (Account 760-5410-10-00-2123-WA) for the design of the project.

Legal Obligations and Review:

The agreement is a standard contract form for architectural services.

Attached Documents:

1. Professional Services Agreement

Town Staff Recommendation:

Town Staff recommends authorizing the Town Manager to enter into a Professional Services Agreement with Quorum Architects in the amount of \$1,780,000.00 for the design of the proposed Public Works/Parks Service Center.

Proposed Motion:

I move to approve/deny authorizing the Town Manager to enter into a Professional Services Agreement with Quorum Architects in the amount of \$1,780,000.00 for the design of the proposed Public Works/Parks Service Center.



AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Fourteenth day of May in the year Two Thousand Twenty Four

(In words, indicate day, month and year.)

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

Chuck Ewings, Assistant Town Manager
Town of Prosper
250 W. First Street
Prosper, TX 75078
972.569.1163

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

David Duman, AIA
Quorum Architects, Inc.
825 West Vickery Blvd, Suite 100
Fort Worth, Tx 76104
(817)546-6315

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

24019 Prosper Public Works and Parks Operations Complex Design

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

TABLE OF ARTICLES

1	INITIAL INFORMATION
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12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

We will generally use the Programming information in the 2023 Freese & Nichols Document but review it with the Town and modify it accordingly to meet the current plan for approximately 160 employees or so in 5-10 years when the Town growth will likely level off slightly. (F&N MP has 192).

The project will be designed for two phases of development. Phase 1 will likely include the two buildings (the main building as well as the Storage and Shops building) and all of the site work over to the west edge of fuel/ wash which would be phased later as funds allow. Infrastructure (electric panels, conduit extensions, utility extensions, etc) shall be included in Phase 1 in an effort to facilitate the future addition of Fuel and wash structures. There is a long-term plan to add Fleet Maintenance, but that is not part of the scope other than indicating it as a rectangular box on the Master Plan. The survey scope shall include a replat of the two lots into one and a survey for both lots, unless otherwise directed. None of the existing Public Works site is part of this scope, except for a connection.

For the purpose of this proposal, we have based our scope on approximately 30,000 sf of buildings

Init.

/

and an approximately 10 to 11-acre site for the current design (up to the western edge of the proposed Fuel / Wash facility). Pre-engineered, covered structures will protect some of the equipment and materials on site. A generator is not included at this time, although the design should include a transfer switch and emergency panel to accommodate one in the future or possibly a portable one.

This project will be further developed upon completion of programming and a site master plan. Based on the F&N report, the value of the design described herein is expected to be between \$33 mil. (2023 cost) and \$38 mil (est. 2025 cost). We understand Fuel and Wash, may be designed as future phases, based on available funding and have not included it in this scope, other than the Master Concept Plan.

A new concept plan will be developed as part of this scope with a fresh start considering Safety Way is now in place. At the end of the month (April), the Town will have a detention study completed with the thinking that all of the detention for this site will be south of the specific project development. The floodplain still might encroach slightly, but the current plan is to contain it all in the detention pond. At the very least, we will include a manual wash area or covered bay adjacent to the Storage and Shops building under this design. Preferably, the fuel and wash facility indicated on the new concept plan would be separate from yard storage, if possible, with access off of Safety Way so that unnecessary vehicular traffic through the Public Works service yard will not be required.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Generally the project limits are as defined in the 2023 F&N Master Plan

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

To be Determined during design. Based on the 2023 F&N Master Plan, we would expect the cost to be between \$33 mil and \$38 mil.

§ 1.1.4 The Owner's anticipated design and construction milestone dates: To be Determined following award of contract and completion of new Master plan / Concept Plan

.1 Design phase milestone dates, if any:

TBD

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

The Owner will likely utilize a CMaR for this project

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Sustainability as required by IBC and IECC codes in effect at the time of design

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Chuck Ewings
 Assistant Town Manager
 250 W. First Street
 Prosper, TX 75078
 cewings@prospertx.gov
 972.569.1163

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer: TBD by the OWner

.2 Civil Engineer: Included with Architectural Services

.3 Other, if any: Special Inspections and Construction Materials and Testing during construction
(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

David Duman, AIA
825 West Vickery Blvd Suite 100
Fort Worth, TX 76104
(817)546-6315

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Structural Engineer
RL Woods and Associates, LLC
1151 W. Pioneer Pkwy
Arlington, TX 76013
817.277.6686

.2 Mechanical Engineer:

MEP Engineer
Baird Hampton Brown Engineering
6300 Ridglea Place Suite 700
Fort Worth TX 76116
817.338-1277

.3 Electrical Engineer:

MEP Engineer
Baird Hampton Brown Engineering
6300 Ridglea Place Suite 700
Fort Worth TX 76116
817.338-1277

§ 1.1.11.2 Consultants retained under Supplemental Services:

Schaumburg Polk Inc
8865 College Street, Suite 100
Beaumont, TX 77707
409.866.0341

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

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

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

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

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000) for each occurrence and two million dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000) each accident, one million dollars (\$ 1,000,000) each employee, and two million dollars (\$ 2,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars (\$ 1,000,000) per claim and two million dollars (\$ 2,000,000) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

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

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

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

§ 3.2 Schematic Design Phase Services

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

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

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

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

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

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

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

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

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

§ 3.3 Design Development Phase Services

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

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

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

§ 3.4 Construction Documents Phase Services

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

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

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

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

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

§ 3.5 Procurement Phase Services

§ 3.5.1 General

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

§ 3.5.2 Competitive Bidding

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

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

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

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

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

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

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

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

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

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

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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

§ 3.6.4 Submittals

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

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

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	Not provided
§ 4.1.1.3 Measured drawings	Not provided
§ 4.1.1.4 Existing facilities surveys	Not provided
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	Not provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Not provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Owner provides via CMAA
§ 4.1.1.13 On-site project representation	Not provided
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	CMAA
§ 4.1.1.17 Post-occupancy evaluation	Not provided
§ 4.1.1.18 Facility support services	Not provided

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.19 Tenant-related services	Not provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect to coordinate with Owner Geotech for boring locations
§ 4.1.1.21 Telecommunications/data design	Not Provided
§ 4.1.1.22 Security evaluation and planning	Not provided
§ 4.1.1.23 Commissioning	Not provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.25 Fast-track design services	Not provided
§ 4.1.1.26 Multiple bid packages	Not provided
§ 4.1.1.27 Historic preservation	Not provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not provided
§ 4.1.1.30 Other Supplemental Services	Not provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Architect will provide Civil Engineering, Surveying, Landscape Design and Interior Design

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the

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- applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
 - .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
 - .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
 - .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
 - .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
 - .9 Evaluation of the qualifications of entities providing bids or proposals;
 - .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
 - .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

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

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

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twenty-five (25) visits to the site by the Architect during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty-six (26) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

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

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

(Paragraph deleted)

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

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

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

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

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

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

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

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

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

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

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

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

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

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

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

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

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

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

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

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

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien

arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

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

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

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)

§

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

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

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

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

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

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

Compensation for Basic and Supplemental Services as described herein is proposed to be a lump sum, Not to Exceed fee of \$1,780,000 as summarized below.

1. BASIC SERVICES

A.	Programming / Master plan	\$ 69,400
B.	Schematic Design	\$ 232,600
C.	Design Development	\$ 307,000
D.	Construction Documents	\$ 402,000
E.	Bidding	\$ 54,000
F.	Construction Contract Admin	\$ 392,000
	Total Basic Service	\$1,457,000

2. SUPPLEMENTAL SERVICES

A.	Survey	\$ 17,000
B.	Civil Engineering	\$ 110,000
C.	Platting	\$ 9,000
D.	Landscape Architecture	\$ 32,000
E.	Site Plan Submittals	\$ 30,000
F.	Equipment Coordination	\$ 42,000

G.	Interior Design	\$	40,000
H.	Estimator	\$	21,000
I.	Accessibility	\$	7,000
J.	Direct Expenses	\$	15,000
	Total Supplemental Services	\$	323,000

Total of Basic and Supplemental Services \$1,780,000

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

as indicated above in section 11.1

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

The following 2024 Quorum hourly rate schedule will be utilized for this project. Rates are subject to change each calendar year.

Principal	\$	240
Associate	\$	210
Project Manager	\$	190
Project Architect	\$	190
Architect/Interior Designer	\$	165
Intern Architect/Designer	\$	155
Technical Staff	\$	150
Project Clerical	\$	90
Administration	\$	90
Student Intern	\$	75

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

Not applicable other than as listed above

(Table deleted)

(Paragraph deleted)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

see above for hourly rates

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows: Not applicable as Direct Expenses are invoiced as a stipulated sum based on the compensation schedule above

.1

(Paragraph deleted)

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

N/A

Init.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

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

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

%

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

(Include other terms and conditions applicable to this Agreement.)

CLIENT RESPONSIBILITIES

The Town shall provide copies of any pertinent information, which affects the property including, but not limited to, a recent title commitment for each site or parcel, information on hazardous materials, flood information, Zoning and Development Ordinances, etc. The Town will also provide a list of equipment for Parks and for Public Works. The list shall indicate which equipment will be coming to this site. The Town / Client will also provide the approved Regional detention plan that should be approved by May.

ADDITIONAL INFORMATION

1. Quorum Architects, Inc. will provide the Client with architectural services as required and agreed upon for satisfactory and normal completion of this project. The Architect shall exercise usual and customary professional care in his efforts to comply with those laws, codes, ordinances, and regulations, which are in effect as of the date of this agreement.
2. The Architect and its Consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site.
3. In performing Architectural Services, the Architect shall use that degree of care and skill ordinarily exercised under similar circumstances by competent members of the architecture profession. Notwithstanding compliance with this standard of care, the Client can normally anticipate that some changes and adjustments in the project will be required either during or after construction. The Client agrees to establish a construction contingency fund of no less than 5% of the estimated construction cost to cover the reasonably anticipated costs of these changes and adjustments as well as, changes due to code revisions and field conditions. The Client agrees not to seek any costs from the design

team for changes or additions during construction unless contingency funds are exhausted by non-Client initiated changes.

4. The Architect has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs that may be provided are based on the information known to Architect at the current time and represent only the Architect's judgment as a design professional familiar with the construction industry. The Architect cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

5. Texas law requires registrants to provide all clients with the following written statement: "The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, (512) 305-9000, has jurisdiction over individuals licensed under the Architect's Registration Law, Texas Civil Statutes, and Article 249a".

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

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

OWNER (Signature)

(Printed name and title)

ARCHITECT (Signature)

Mr. David Duman, AIA Principal
Quorum Architect #14305

(Printed name, title, and license number, if required)

Init.

/



PLANNING

To: Mayor and Town Council

From: David Hoover, AICP, Director of Development Services

**Through: Mario Canizares, Town Manager
Chuck Ewings, Assistant Town Manager**

Re: Planned Development for Prosper Arts District

Town Council Meeting – May 28, 2024

Strategic Visioning Priority: 3. Commercial Corridors are ready for Development

Agenda Item:

Conduct a public hearing to consider and act upon a request to rezone 47.0± acres from Planned Development-75 to a Planned Development for Multifamily and Mixed-Use, located at the northwest corner of Dallas Parkway and Prosper Trail. (ZONE-24-0001)

Background:

On April 23, 2024, the Planning & Zoning Commission held a Public Hearing for this item. The Public Hearing was closed, and the item was tabled to the May 7, 2024, meeting.

On May 1, 2024, the Planning & Zoning Commission and Town Council held a joint work session to discuss items related to this project.

On May 7, 2024, the Planning & Zoning Commission tabled this item to May 21, 2024.

On May 21, 2024, the item was removed from the table and considered by the Planning & Zoning Commission. The Planning & Zoning Commission approved the item by a vote of 5-1 (Jackson voted in opposition; no reason given) with the following motion:

Approve this item subject to staff comments plus the following changes:

- Phasing is going to be adjusted. Phase 1A will include the infrastructure plus the medical office/hotel, conference/convention center, hotel with retail amenities on the east side of the project closest to Dallas Parkway, including the parking garage.
- Phase 1B will be the multifamily in the northwest quadrant.
- Phase 2 will be mixed-use retail, multifamily, and theatre, plus the reception facility and retail on the southeast quadrant.

- Phase 3 will be the hotel plus retail on the far west side of the project. The hotel in Phase 3 will have 4-diamond status and will include luxury pods called Hako that will be complementary to the 4-diamond hotel named Hotel VOZ.
- Additional updates to the Mixed-Use Zone, Section 5.ii.3 in Exhibit C, removing fiber cement from number 2 and adding it to number 3.
- Under G.1.viii, in Exhibit C, strike items 2 and 3.
- Move three items to a Specific Use Permit category as opposed to approved by right, which will be the Commercial Amusement Indoor facility, Furnishing, Home Furnishing and Appliance Store, and the Veterinarian Clinic and/or Kennel, Indoor.
- The trigger for Phase 1B is that Phase 1A will need to have started construction – building permits.
- Phase 4 remains the same with office.

The applicant has updated the Development Standards (Exhibit C) and the Development Schedule (Exhibit E) to reflect the Planning & Zoning Commission's motion.

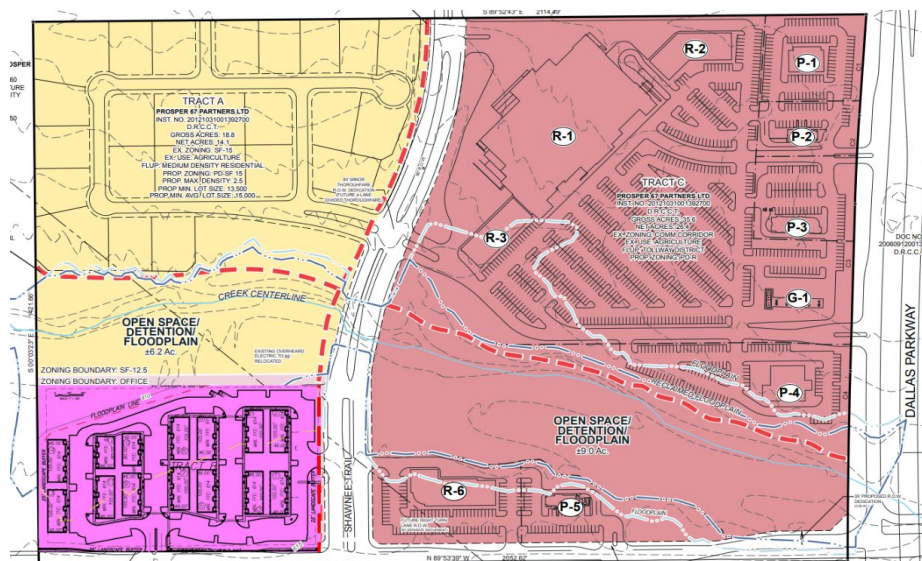
History:

The subject property is part of a larger area of land that was rezoned on March 26, 2019, to Planned Development-75 (Ordinance No. 19-16) with a base zoning of Retail. Planned Development-75 was separated into three distinct zonings as shown and described below.

Office – The northwest corner of Shawnee Trail and Prosper Trail was identified for office development. Phase 1 of the office development is complete and Phase 2 is under review.

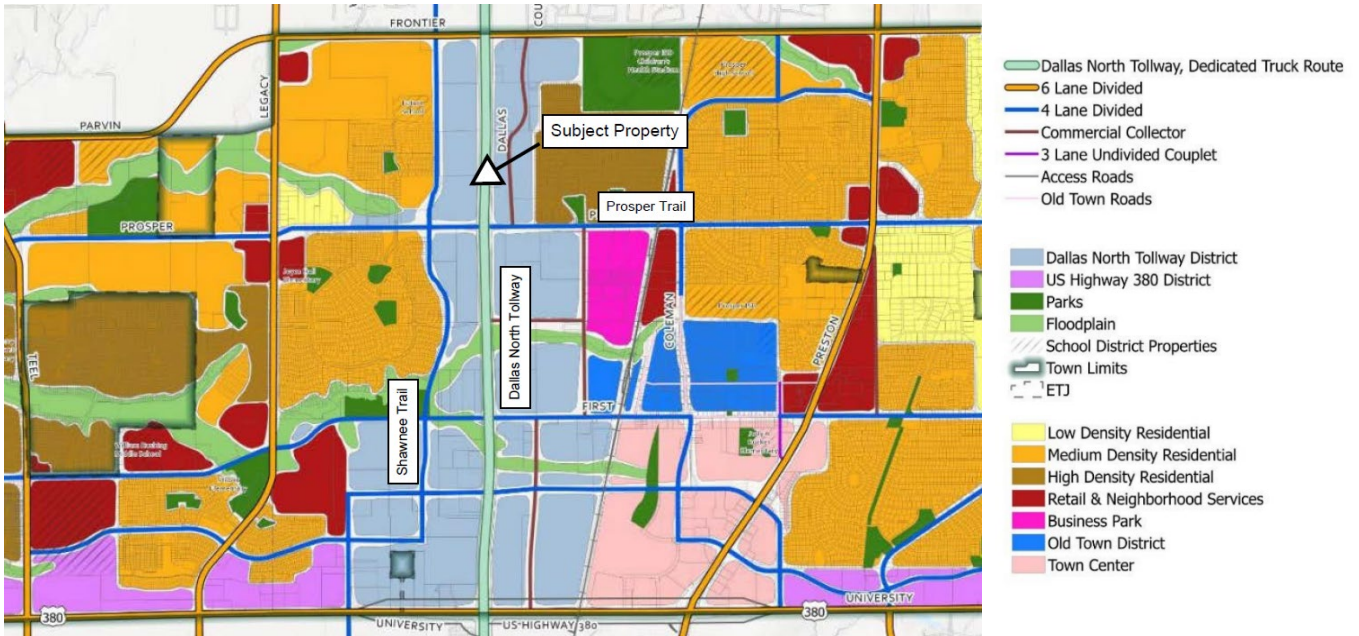
Single Family-15 – The single family portion of the development is on the west side of Shawnee Trail, north of the office development. A Preliminary Plat for the residential subdivision has been approved and a Final Plat is currently under reviewed.

Retail – The conceptual plan shows a Big Box retail store, gas pumps, restaurants with and without drive-throughs, retail and office uses. This is the property which the applicant requests to rezone, creating a new Planned Development.



Future Land Use Plan:

The Future Land Use Plan classifies the property as the Dallas North Tollway District. The proposed zoning request conforms to the Future Land Use Plan. The following shows the property's location on the Future Land Use Plan and the Comprehensive Plan description of the Dallas North Tollway District.



Dallas North Tollway District

The Dallas North Tollway District will consist of the most intense land uses within Prosper. A diverse mixture of office, retail, and residential will likely develop along the corridor. Mid-rise office (up to 12 stories) may be permitted throughout the corridor. Office buildings should be designed for a “campus feel”—they should be oriented towards common public space with significant landscaping and should be linked by a pedestrian network. A common architectural theme should also be established for a consistent visual appearance. Mixed-use development should be encouraged and should contain a mixture of office, retail and residential uses. Mixed-use lofts/apartments would be the most appropriate residential use within this District. Structured parking should be encouraged in more intense areas to limit the presence and visibility of large parking lots. Structured parking should be oriented to minimize visibility from the Tollway. The Town may explore an overlay zoning district to better accommodate the preferred development outcomes in the Dallas North Tollway District.

Use Appropriateness			
<p>● ● ● = Appropriate primary uses</p> <p>● ● ○ = Conditional as primary uses</p> <p>● ○ ○ = Conditional as secondary uses</p> <p>○ ○ ○ = Inappropriate use</p>			
Residential		Nonresidential	
Agricultural	○ ○ ○	Mixed-Use, Neighborhood Scale	○ ○ ○
Cluster Subdivision	○ ○ ○	Mixed-Use, Community Scale	● ● ●
Single-Family, Large Lot	○ ○ ○	Mixed-Use, Regional Scale	● ● ●
Single-Family, Medium Lot	○ ○ ○	Neighborhood Office and Commercial	● ● ○
Single-Family, Small Lot	○ ○ ○	Regional Office and Commercial	● ● ●
Townhome	○ ○ ○	Neighborhood Shopping Center	● ● ○
Duplex	○ ○ ○	Regional Shopping Center	● ● ●
Senior Housing	● ○ ○	Light Industrial/Flex Space	○ ○ ○
Apartment	● ● ○	Civic/Recreation/Open Space	● ● ○

Zoning:

The property is zoned Planned Development-75 (Retail).

Thoroughfare Plan:

The property has access to the following streets on the Thoroughfare Plan:

- Dallas North Tollway – Dedicated Truck Route
- Prosper Trail – Four-Lane Divided Thoroughfare
- Shawnee Trail – Four-Lane Divided Thoroughfare

Parks Master Plan:

The Parks Master Plan does not indicate the need for a park on the property. All trails comply with the Hike & Bike Master Plan and the Dallas North Tollway Design Guidelines. A ten-foot hike and bike trail is required on Dallas Parkway and Prosper Trail. A six-foot sidewalk is required along all other public roadways. Trails within the development shall connect to the trails along the roadways.

Budget Impact:

There is no budgetary impact affiliated with this item.

Legal Obligations and Review:

Notification was provided as required by the Zoning Ordinance and State law. Staff has not received any response to the proposed zoning request to date. Citizen comment was provided at the April 23, 2024, Planning & Zoning Commission meeting in favor of the development.

Attached Documents:

1. Aerial & Zoning Maps
2. Future Land Use Plan Exhibit
3. Town-wide Multifamily Locations
4. Exhibit A-1 – Metes and Bounds Legal Description
5. Exhibit A-2 – Survey
6. Exhibit B – Statement of Intent and Purpose
7. Email from Director of Development Services to Applicant, Dated May 2, 2024
8. Exhibit C – Redlined to represent changes made after the May 21, 2024, Planning & Zoning Commission meeting.
9. Exhibit C – Development Standards
10. Exhibit D – Previous Conceptual Plan from the April 23, 2024, Planning & Zoning Commission Meeting.
11. Exhibit D – Updated Conceptual Plan
12. Exhibit E – Development Schedule
13. Exhibit F – Conceptual Elevations
14. Draft Development Agreement

Description of Agenda Item:

The purpose of this request is to create the Prosper Arts District Planned Development. The project will have two subdistricts (zones). The Multifamily Zone consists of approximately 6.8 acres in the northwestern portion of the property, and the Mixed-Use Zone consists of approximately 28.9 acres on the balance of the property. The boundary between these two areas may shift somewhat during the design thus changing the final area allocated to each zone.

Though these two zones have different development regulations regarding uses, density, heights, etc., they will be linked in other respects. Open space and trails, architectural styles, parking, and the installation of Public Art will tie these two zones together to make a cohesive development.

Some of the features in this development include:

- A multifamily building with a structure garage that is wrapped on the east, west and south.
- An office building at the northeast corner of the property.
- Medical office along Dallas Parkway that will include a long-term stay hotel for the use of rehabilitation.
- A hotel along the Dallas Parkway that will cater to sports teams and will have retail amenities.
- A hotel on Shawnee Trail which will have small pod hotel rooms along the linear water channel.
- Public art throughout the entire development.
- A central parking garage that will be utilized by several uses and buildings within the Mixed-Use Zone.
- Interaction between businesses and the linear open space through the Mixed-Use Zone.
- A man-made water feature bisecting the property east to west.

Compatibility:

The zoning change will introduce a residential component to the site while retaining the non-residential components. The mix of uses is compliant with the intent of the Comprehensive Plan and appropriate along the Dallas North Tollway. The Multifamily Zone will abut property zoned Commercial Corridor to the north. The Mixed-Use Zone will include a variety of uses, including

hotels, medical office, retail, restaurant, and an event venue whose primary purpose is for weddings. All uses intended for this development are listed in the “Uses” section of this report.

The following chart describes the surrounding properties:

	Zoning	Current Land Use	Future Land Use Plan
Subject Property	Planned Development-75 (Retail)	Vacant	Dallas North Tollway District
North	Commercial Corridor	Vacant	Dallas North Tollway District
East	Commercial Corridor	Vacant	Dallas North Tollway District
South	Planned Development-66 (Retail)	Vacant	Dallas North Tollway District
West	Planned Development-75 (Office & Single Family-15)	Office & Vacant	Dallas North Tollway District & Medium Density Residential

Conceptual Plan:

The Conceptual Plan (See Exhibit D) shows the general layout of the development. It was updated to reflect the feedback given at the April 23, 2024, Planning & Zoning Commission meeting and in response to the discussion at the May 1, 2024, joint work session.

The Conceptual Plan does not take into account all Zoning regulations, Engineering Standards, etc. as it is too early in the development process to determine certain criteria. In recognition of this, the following note has been placed on the Conceptual Plan:

Note:

The conceptual layout generally depicts intent, but final layout shall be determined at time of Preliminary Site Plan, and shall meet all Town requirements including, but not limited to, ALL Fire Code requirements. Engineering Design Standards as it relates to driveway spacing, throat depth and turn lane requirements, standard Town landscape requirements if not otherwise defined in Exhibit C (Development Standards), and all development standards listed throughout the Town Zoning Ordinance also if not otherwise defined in Exhibit C. In addition, all other local, state, and federal regulations as it relates to the floodplain and waters of the US, or other shall be adhered. There are no vested rights with the approval of the layout of this zoning case depicted in Exhibit D.

Dallas North Tollway District Design Guidelines

The property is located in the Frontier Parkway Gateway Subsection of the Dallas North Tollway District. These guidelines provide criteria recommended for development in this corridor and are not zoning requirements. The guidelines encourage a mixed-use environment to create a live, work and play environment. It is an area to be used not only as an employment center but provide uses and amenities that create an atmosphere where families can visit and enjoy. The uses proposed in this development that meet these qualifications include, medical office, office, hotels (full-service), dine-in restaurant, retail, an event space (chapel), and a focus on public art. A central open space will allow buildings and businesses to face and interact with this amenity. The inclusion of multifamily in the development will promote activity during all times of the day and night.

Uses:

The uses proposed within the Multifamily and Mixed-Use Zones are listed below. They fall into the categories of "Permitted" and "Specific Use Permit."

Multifamily Zone	Mixed-Use Zone
Permitted	Permitted
<ol style="list-style-type: none"> 1. Multifamily Dwelling 2. Accessory Building 3. House of Worship 4. Municipal Uses Operated by Town of Prosper 5. Park or Playground 6. Private Recreation Center 7. Home Occupation 	<ol style="list-style-type: none"> 1. Administrative, Medical or Professional Office 2. Wine Bar 3. Cocktail Lounge 4. Cigar Bar 5. Antique Shop and Used Furniture 6. Artisan's Workshop 7. Automobile Parking Lot/Garage 8. Automobile Paid Parking Lot/Garage 9. Bank, Savings and Loan, or Credit Union 10. Beauty Salon/Barber Shop 11. Business Service 12. Caretaker's/Guard's Residence 13. Catering 14. Civic/Convention Center 15. Convenience Store without Gas Pumps 16. Dry Cleaning, Minor 17. Governmental Office 18. Gymnastics/Dance Studio 19. Health/Fitness Center 20. Hospital 21. Hotel, Full Service 22. Hotel, Residence/Extended Stay (XO2) 23. House of Worship 24. Insurance Office 25. Meeting/Banquet/Reception Facility 26. Mobile Food Vendor 27. Multifamily, if over a minimum 1-floor of non-residential uses. 28. Municipal Uses Operated by the Town of Prosper 29. Museum/Art Gallery 30. Outdoor Merchandise Display, Temporary 31. Park or Playground 32. Print Shop, Minor 33. Private Club 34. Private Recreation Center 35. Restaurant (without a drive-through)

	36. Retail Stores and Shops 37. Retail/Service Incidental Use 38. Theater, Neighborhood
(No uses by Specific Use Permit)	Specific Use Permit Required 1. Commercial Amusement, Indoor 2. Commercial Amusement, Outdoor 3. Farmer's Market 4. Furniture, Home Furnishings and Appliance Store 5. Helistop 6. Outdoor Merchandise Display, Incidental 7. Pet Day Care 8. Rehabilitation Care Institution 9. Veterinarian Clinic and/or Kennel, Indoor

Multifamily Units:

All multifamily units will consist of one, two and three bedrooms. The minimum size of any unit is 850 square feet. An additional 150 square feet is required for an additional bedroom. No more than ten percent of the units may contain three-bedrooms.

Density:

The maximum number of residential units allowed within the entire Planned Development is 515.

Multifamily Zone – The density in this zone is 50 units per acre. The maximum number will be based on the area, which may fluctuate somewhat as the plans are finalized. Per the Conceptual Plan (Exhibit D), the property is shown as 6.777 acres. At 50 units per acre, the maximum number of units is 338.

Mixed-Use Zone – The maximum density in this zone is 60 units per acre with a maximum of 350 total units.

Building Height:

Multifamily Zone – Five (5) stories, no greater than sixty (60) feet from finished grade.

Parking garage height will be no greater than that of the wrapped residential building.

Mixed-Use Zone – Nine (9) stories, no greater than 110 feet along Shawnee Trail and 14 stories, no greater than 170 feet along Dallas Parkway.

Parking garage height varies depending on whether the garage is stand-alone or in conjunction with another building. Stand-alone garages shall not exceed seven (7) stories or 75 feet. Attached garages cannot be taller than the adjoining or wrapped building.

Building Setbacks:

Building setbacks are defined in Exhibit C. Multifamily structures can have a 10-foot or greater front setback with 30-foot side and rear setbacks. Buildings shall be 30 feet apart. There are no setback requirements in the Mixed-Use Zone, with the exception of meeting Fire Code standards.

Parking:

All multifamily units within the Planned Development will be parked as follows:

- One and one-half (1.5) spaces per dwelling unit for one-bedroom and two-bedroom units
- For every additional room, an additional parking space is required.

Multifamily Zone – The arrangement of multifamily buildings shall be organized so that resident parking is provided in a structured garage that is wrapped by the residential units. A maximum 25% of the garage may be exposed; however, the architecture of that portion must have architecture to give the appearance of a building rather than a parking garage. Visitor and other ancillary parking may be located on the drive aisle/fire lane that wraps the multifamily development.

Mixed-Use Zone – Parking for the multifamily will be in structured garages. Parking between uses is intended to be shared. A shared parking arrangement will be determined at the time of preliminary site plan review.

Sidewalks:

Multifamily Zone – Seven-foot sidewalks are required in front of buildings. This will allow for entry doors into each unit from the exterior of the building and a space for outdoor patios.

Mixed-Use Zone – A 15-foot sidewalk is required along the fronts of primary buildings, along drive aisles and parking rows.

Landscape:

The minimum landscape buffers along the streets shown on the Thoroughfare Plan are as follows:

- Twenty-five (25) feet along Prosper Trail
- Twenty-five (25) feet along Shawnee Trail
- Thirty (30) feet along Dallas Parkway.

In the Multifamily Zone, the requirement for landscape islands in the surface parking that surrounds the building is one island between a maximum of seven parking spaces.

The standard Ordinance requirement for the Multifamily district is one landscape island between every five parking spaces for parking areas between the building and a public street and one island between every 12 parking spaces for parking elsewhere on the site.

Open Space and Trails:

The floodplain bisects the property east to west. This natural feature was identified the existing Planned Development as an open space area with walking paths, and it is a primary feature of this proposal. It is intended to be an amenity to serve both zones with connecting trails/sidewalks throughout the development.

The amount of open space proposed for the entire development is 15%, which is approximately 5.4 acres. Exhibit C, Section G(1) describes the criteria for the development of the open space, including the following:

- A minimum 30% of the Multifamily Zone area will be open space. Of this, one-third must be provided within the bounds of that zone. The remaining area can be allocated elsewhere within the entire development.
- No more than 60% of the useable open space can be detention or within floodplain.

- Amenities are required within the open space.
- Buildings must side or face the open space areas to the greatest extent possible.

Detention/Retention:

Detention located within the Floodplain must meet all Town of Prosper, FEMA and all other applicable regulations. The proposed man-made water feature, located in the approximate location of the existing creek bed, will be sized to accommodate the proposed development on both sides as shown on the Conceptual Plan.

Architectural Standards:

Buildings will be designed to front onto adjacent public streets with minimal parking in front of the buildings. Garages that are visible from the Tollway will be designed so that it will appear as a building façade rather than a structured garage.

Building Materials:

The Mixed-Use Zone will have buildings that will be somewhat unique and have an artistic expression. Examples of buildings are provided in Exhibit F. These will be further refined when preliminary site plan and site plan applications are submitted for review.

Regarding building materials, the applicant proposes the following:

- All buildings must be a minimum of eighty percent (80%) primary materials, excluding windows and doors on each façade.
- Primary materials include fiber cement panel, metal composite material (examples include, but not limited to Centria and Alucobond), steel plate, clay fired brick, natural and manufactured stone, granite, and marble. (In the Mixed-Use Zone, fiber cement panel is excluded as a primary material per the Planning & Zoning Commission's motion.)
- On each façade, stucco is limited to a maximum ten percent (10%) on the first floor, a maximum thirty percent (30%) on the second and third stories, and a maximum fifty percent (50%) on the fourth story and above. (In the Mixed-Use Zone, stucco and fiber cement panels are each limited to these percentage caps per the Planning & Zoning Commission's motion.)
- No single finish shall cover more than eighty percent (80%) of the front of any building.
- First floors in the Mixed-Use Zone will have a minimum ceiling height of 14 feet and will have windows covering 60% of the facades that face a major street and/or public-realm.

Public Art:

A minimum of 24 public art installations shall be included throughout the entire project. The placement and types of public art will be determined at the time of development and are subject to the approval of the Director of Development Services.

Phasing:

The phasing of the project was modified per the Planning & Zoning Commission's motion. The project will be developed in the following manner:

Phase 1A:

- Site-wide infrastructure for all 34 Acres
- Hotel Carbon
 - 144 Rooms (Only for Hotel Guests)
 - 12 Social Spaces (Primarily for Hotel Guests but available to the public as Event/Meeting Rental Space)

- Performance Center (Open to the Public – Leased to a 3rd Party Operator)
- Conference Center (Open to the Public)
- Streaming & eSports Center (Open to the Public – Leased to a 3rd Party Operator)
- Retail Operations (Open to the Public – Leased to a 3rd Party Operator)
- Restaurants
 - Protein Bar (Open to the Public)
 - Sports Bar (Open to the Public)
 - Food Hall (Open to the Public)
- XO2 Tower
 - Luxury Condo residences (specialized for medical recovery)
 - 1 floor of Retail Flex Space
 - 3 floors of leased medical and out-patient office
 - Rooftop workout and relaxation facility
- Outdoor Recreation Area
 - Soccer field
 - Running track
 - Covered sports pavilion
 - Enclosed multi-sport court
- Mixed-Use Zone Parking Garage

Phase 1B:

- Multi-Family Zone
Phase 1B Multifamily cannot begin until Phase 1A has a building permit and begins construction.

Phase 2:

- Mixed-Use retail and multi-family
- Theater
- Reception Facility
- Retail on the southeast quadrant

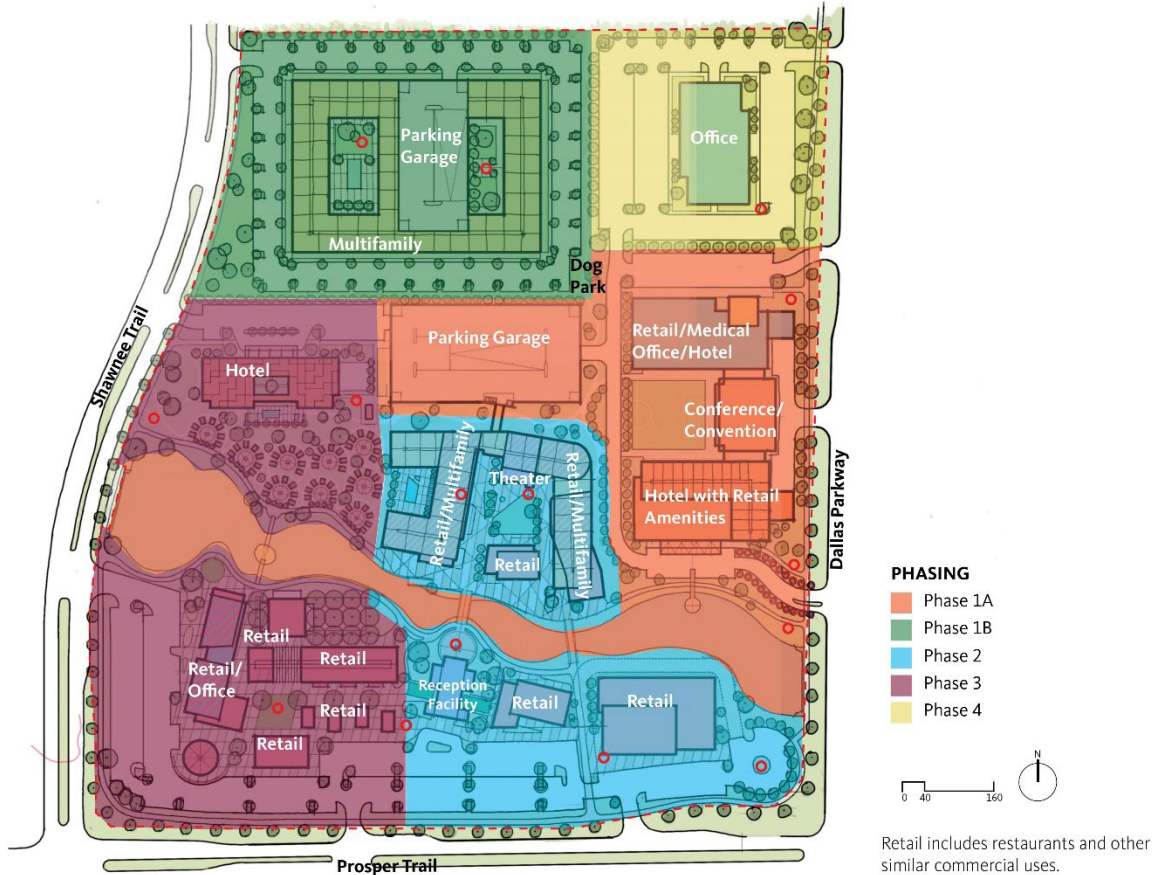
Phase 3:

- Hotel Voz on the far west
 - 4-diamond hotel status
 - Luxury pods called Hako that will be complementary to the 4-diamond Hotel Voz
- Retail in the southwest quadrant

Phase 4:

- Office on Dallas Parkway

PHASING DIAGRAM



Town Staff Recommendation:

Town Staff recommends approval of the request to rezone 47.0± acres from Planned Development-75 to a Planned Development for Multifamily and Mixed-Use, located at the northwest corner of Dallas Parkway and Prosper Trail.

Planning & Zoning Commission Recommendation:

The Planning & Zoning Commission recommended approval of this item with conditions by a vote of 5-1 at their meeting on May 21, 2024. Commissioner Jackson voted in opposition to this item with no reasons given. The motion was as follows:

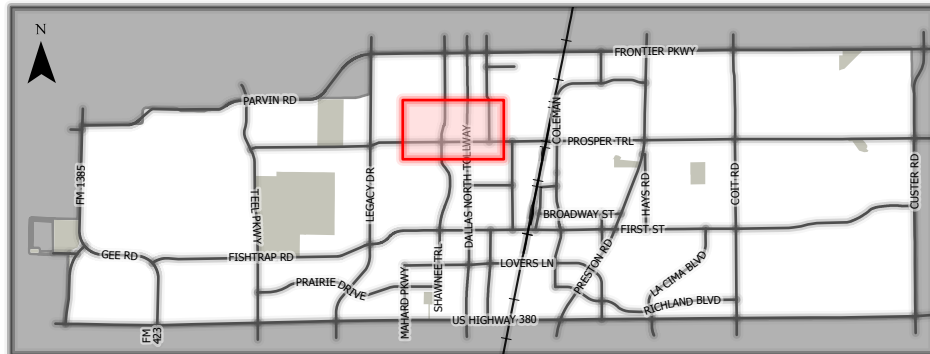
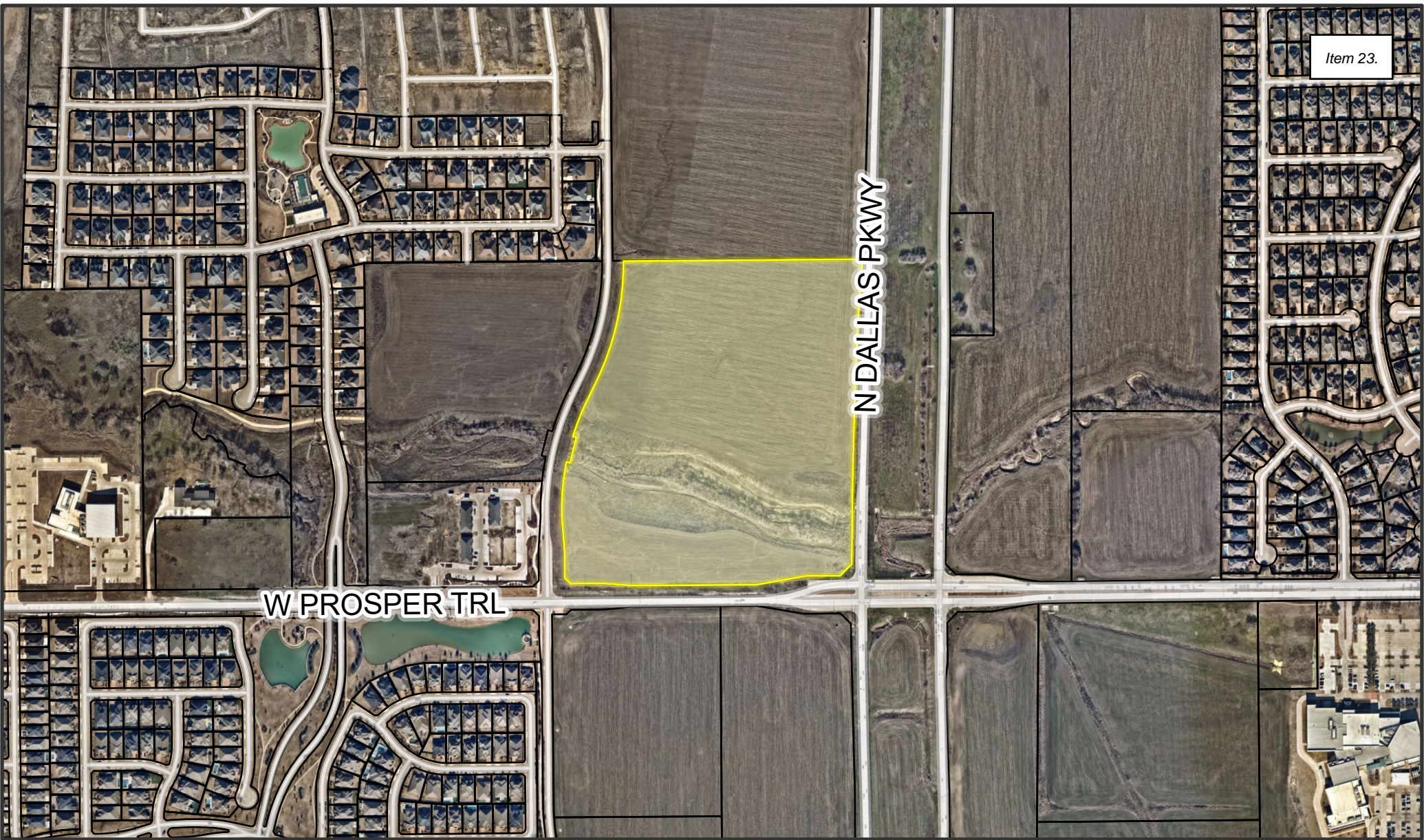
Approve this item subject to staff comments plus the following changes:

- Phasing is going to be adjusted. Phase 1A will include the infrastructure plus the medical office/hotel, conference/convention center, hotel with retail amenities on the east side of the project closest to Dallas Parkway, including the parking garage.
- Phase 1B will be the multifamily in the northwest quadrant.
- Phase 2 will be mixed-use retail, multifamily, and theatre, plus the reception facility and retail on the southeast quadrant.

- Phase 3 will be the hotel plus retail on the far west side of the project. The hotel in Phase 3 will have 4-diamond status and will include luxury pods called Hako that will be complementary to the 4-diamond hotel named Hotel VOZ.
- Additional updates to the Mixed-Use Zone, Section 5.ii.3 in Exhibit C, removing fiber cement from number 2 and adding it to number 3.
- Under G.1.viii, in Exhibit C, strike items 2 and 3.
- Move three items to a Specific Use Permit category as opposed to approved by right, which will be the Commercial Amusement Indoor facility, Furnishing, Home Furnishing and Appliance Store, and the Veterinarian Clinic and/or Kennel, Indoor.
- The trigger for Phase 1B is that Phase 1A will need to have started construction – building permits.
- Phase 4 remains the same with office.

Proposed Motion:

I move to approve/deny the request to rezone 47.0± acres from Planned Development-75 to a Planned Development for Multifamily and Mixed-Use, located at the northwest corner of Dallas Parkway and Prosper Trail.

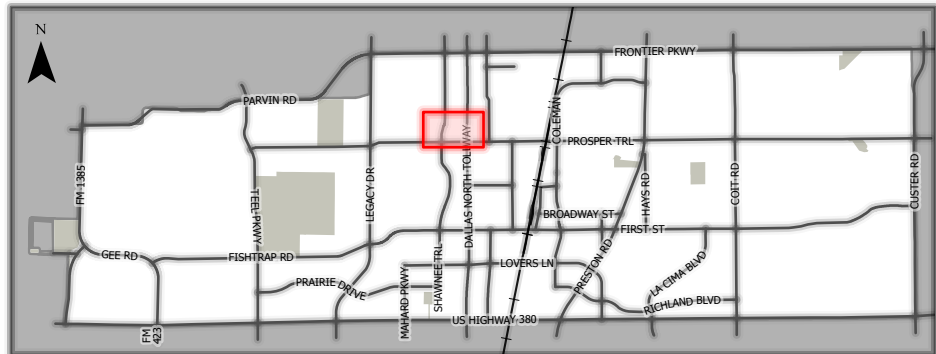
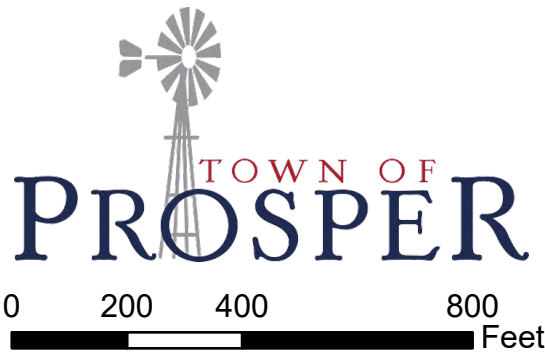
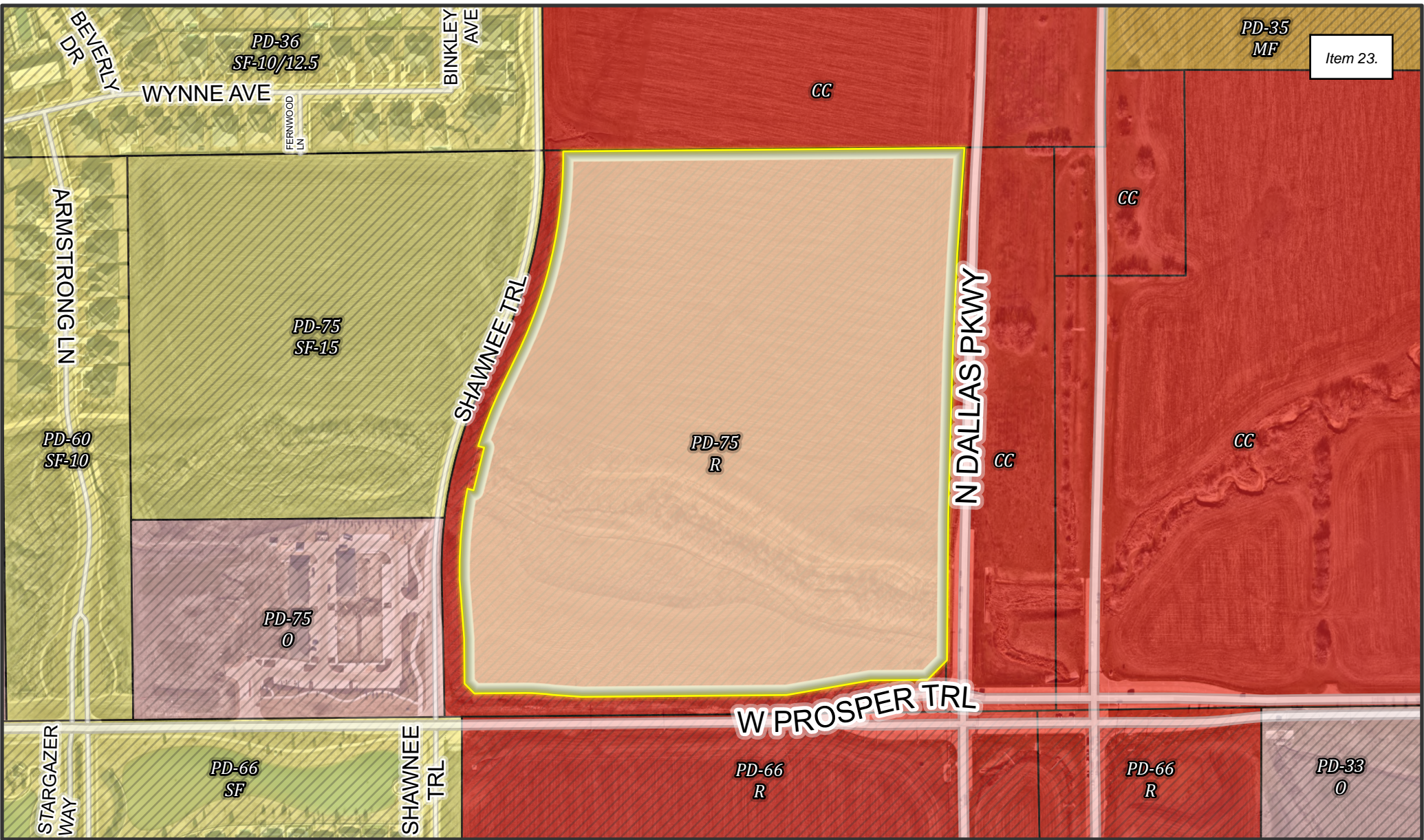


ZONE-24-0001

Prosper Arts District

Planned Development

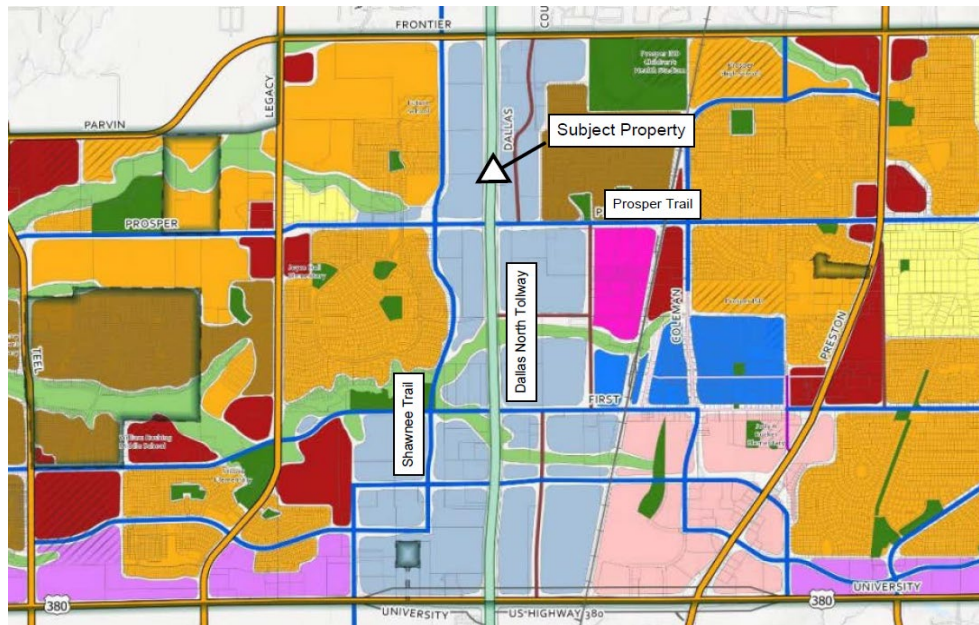
This map for illustration purposes only



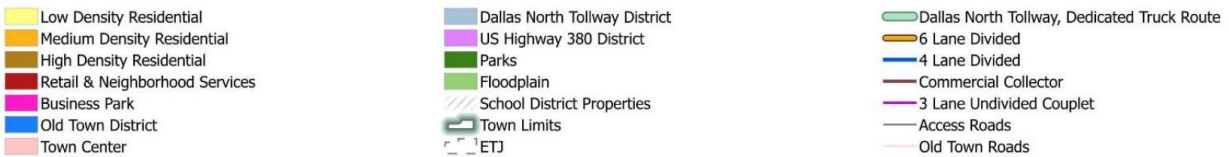
ZONE-24-0001

Prosper Arts District

Future Land Use Plan Exhibit



Future Land Use



Dallas North Tollway District

The Dallas North Tollway District will consist of the most intense land uses within Prosper. A diverse mixture of office, retail, and residential will likely develop along the corridor. Mid-rise office (up to 12 stories) may be permitted throughout the corridor. Office buildings should be designed for a “campus feel”—they should be oriented towards common public space with significant landscaping and should be linked by a pedestrian network. A common architectural theme should also be established for a consistent visual appearance. Mixed-use development should be encouraged and should contain a mixture of office, retail and residential uses. Mixed-use lofts/apartments would be the most appropriate residential use within this District. Structured parking should be encouraged in more intense areas to limit the presence and visibility of large parking lots. Structured parking should be oriented to minimize visibility from the Tollway. The Town may explore an overlay zoning district to better accommodate the preferred development outcomes in the Dallas North Tollway District.

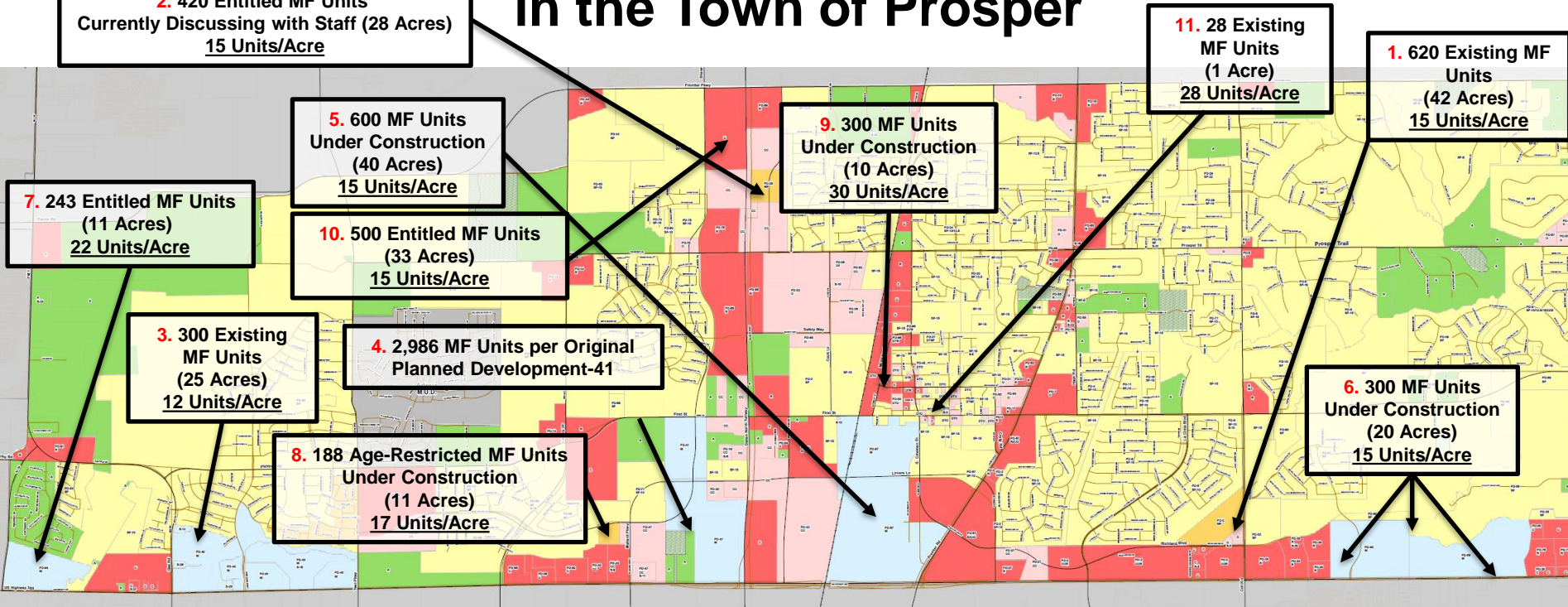
Use Appropriateness

- ● ● = Appropriate primary uses
- ● ○ = Conditional as primary uses
- ○ ○ = Conditional as secondary uses
- ○ ○ = Inappropriate use

Residential		Nonresidential	
Agricultural	○ ○ ○	Mixed-Use, Neighborhood Scale	○ ○ ○
Cluster Subdivision	○ ○ ○	Mixed-Use, Community Scale	● ● ●
Single-Family, Large Lot	○ ○ ○	Mixed-Use, Regional Scale	● ● ●
Single-Family, Medium Lot	○ ○ ○	Neighborhood Office and Commercial	● ● ○
Single-Family, Small Lot	○ ○ ○	Regional Office and Commercial	● ● ●
Townhome	○ ○ ○	Neighborhood Shopping Center	● ● ○
Duplex	○ ○ ○	Regional Shopping Center	● ● ●
Senior Housing	● ○ ○	Light Industrial/Flex Space	○ ○ ○
Apartment	● ● ○	Civic/Recreation/Open Space	● ● ○

Current Zoning for Multifamily in the Town of Prosper

Item 23.



1. Orion Prosper (PD-2): 620 Existing Units (15 Units Per Acre on 42 Acres)
2. DNT & Prosper Trail (PD-35): Maximum of 420 Units (15 Units Per Acre on 28 Acres)
3. Windsong Ranch (PD-40): 300 Existing Units (12 Units Per Acre on 25 Acres)
4. Prosper West (PD-41): Maximum of 2,986 Units per original Planned Development-41.
5. Gates of Prosper (PD-67): Maximum of 600 Units (15 Units per Acre on 40 Acres)
6. Brookhollow Centre (PD-86): Maximum of 300 Units (15 Units Per Acre on 20 Acres)
7. Westside (PD-94): Maximum of 243 Units (22 Units Per Acre on 11 Acres)
8. Alders at Prosper (PD-98): Maximum of 188 Age-Restricted Units (17 Units Per Acre on 11 Acres)
9. Downtown Loft Apartments (PD-106): Maximum of 300 Units (30 Units Per Acre on 10 Acres)
10. Pradera (PD-119): Maximum of 500 Units (15 Units Per Acre on 33 Acres)
11. Downtown: 28 Existing Units (28 Units Per Acre on 1 Acre)

Project	Status	Number of Units
1. Orion Prosper (PD-2)	Existing	620
2. DNT & Prosper Trail (PD-35)	Entitled	420
3. Windsong Ranch (PD-40)	Existing	300
4. Prosper West (PD-41)	Uncertain	2,986
5. Gates of Prosper (PD-67)	Under Construction	600
6. Brookhollow Centre (PD-86)	Under Construction	300
7. Westside (PD-94)	Entitled	243
8. Alders at Prosper (PD-98)*	Under Construction	188
9. Downtown Loft Apts. (PD-106)	Under Construction	300
10. Pradera (PD-119)	Entitled	500
11. Downtown	Existing	28

Item 23.

	Total Number of Units	Existing MF	Under Construction MF	Under Construction (Senior Living)	Entitled
Number of Units	6,485 Units	948 Units	1,200 Units	188	4,149 Units

	Downtown	Tollway District	US-380 District	Other Districts
Number of Units	328 Units	3,906 Units	1,351 Units	900 Units

Updated 04/24/2024

METES AND BOUNDS DESCRIPTION

BEING a tract of land situated in the Collin County School Land #12 Survey, Abstract Number 147, Town of Prosper, Collin County, Texas, being all of a tract conveyed to Prosper Tollway Avenues 35 LP, by deed recorded in Document No. 2022000116052, Official Public Records, Collin County, Texas (OPRCCT), also being all of a tract of land described as Parcel 40-18, by deed recorded in Instrument No. 20060912001319330 OPRCCT, also being a portion of Prosper Trail and Shawnee Trail (variable width right-of-way), according to the plat recorded in Document No. 2018-408 OPRCCT, with the subject tract being more particularly described as follows:

BEGINNING at a point at the northeast corner of said Parcel 40-18, also being in Dallas Parkway (variable width right-of-way);

THENCE along the east line of said Parcel 40-18, the following:

S 00°10'54" E, 326.59 feet;

S 01°07'15" W, 1094.89 feet to a point in the centerline of Prosper Trail;

THENCE S 89°26'13" W, 1521.87 feet along the centerline thereof to a point at the intersection of the centerline of Prosper Trail and the centerline of Shawnee Trail;

THENCE Along the centerline of Shawnee Trail, the following:

N 00°33'47" W, 360.01 feet;

Around a non-tangent curve to the right having a central angle of 26°13'18", a radius of 1099.99 feet, a chord of N 12°33'02" E, 499.04 feet, and an arc length of 503.42 feet;

N 25°39'41" E, 100.00 feet;

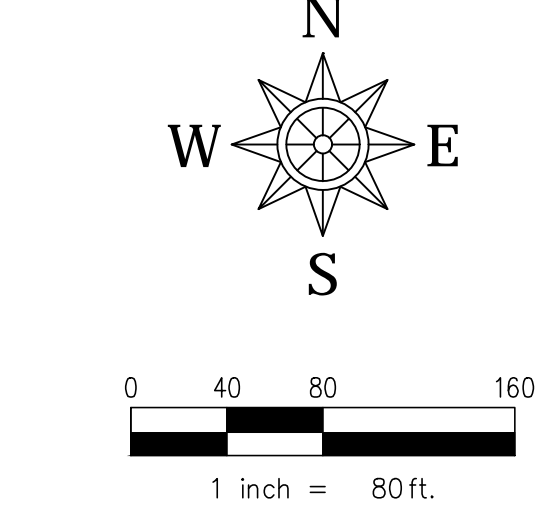
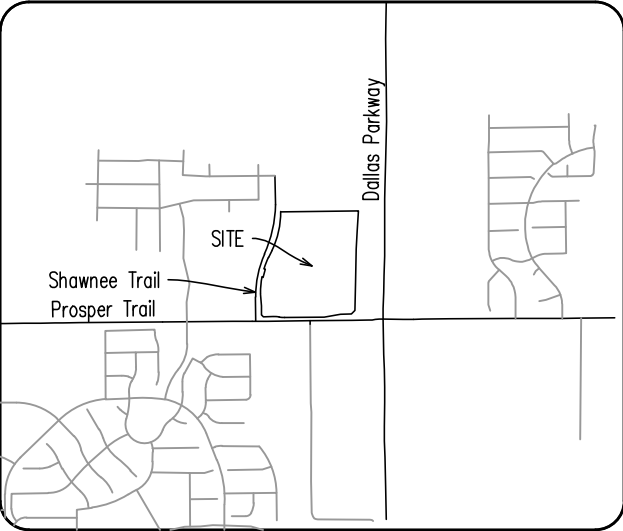
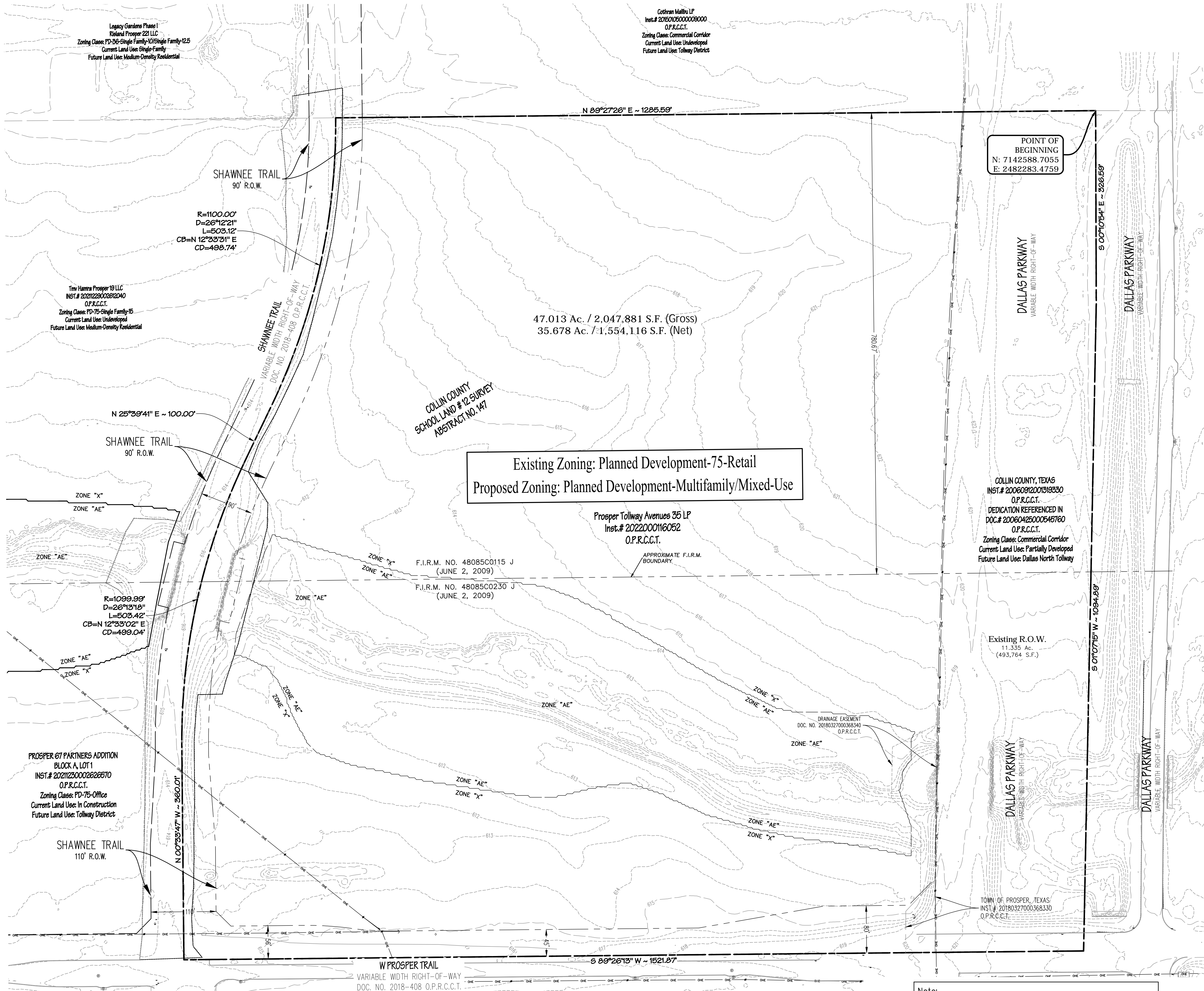
Around a tangent curve to the left having a central angle of 26°12'21", a radius of 1100.00 feet, a chord of N 12°33'31" E, 498.74 feet, and an arc length of 503.12 feet to a point at the southwest corner of a tract of land conveyed to Cothran Malibu LP, by deed recorded in Instrument No. 20150105000009000 OPRCCT;

THENCE N 89°27'26" E, 1285.59 feet along the south line thereof to the POINT OF BEGINNING with the subject tract containing 2,047,881 square feet or 47.013 acres of land.



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.

Drawing: 03/2023 085313-148 City of Prosper, County: Collin County, State: Texas, Date: 5/14/2024, 11:18 PM
Printed by: Internet Plot Date: 5/14/2024, 11:18 PM
Drawing: 03/2023 085313-148 City of Prosper, County: Collin County, State: Texas, Date: 5/14/2024, 11:28:08 AM



Basis of bearing: State Plane
Coordinate System, Texas North
Central Zone 4202, North American
Datum of 1983, Adjustment
Realization 2011.

METES AND BOUNDS DESCRIPTION

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BEGINNING at a point at the northeast corner of said Parcel 40-18, also being in Dallas Parkway (variable width right-of-way);

THENCE along the east line of said Parcel 40-18, the following:

S 00°10'54" E, 326.59 feet;

S 01°07'15" W, 1094.89 feet to a point in the centerline of Prosper Trail;

THENCE S 89°26'13" W, 1521.87 feet along the centerline thereof to a point at the intersection of the centerline of Prosper Trail and the centerline of Shawnee Trail;

THENCE Along the centerline of Shawnee Trail, the following:

N 00°33'47" W, 360.01 feet;

Around a non-tangent curve to the right having a central angle of 26°13'18", a radius of 1099.99 feet, a chord of N 12°33'02" E, 499.04 feet, and an arc length of 503.42 feet;

N 25°39'41" E, 100.00 feet;

Around a tangent curve to the left having a central angle of 26°12'21", a radius of 1100.00 feet, a chord of N 12°33'31" E, 498.74 feet, and an arc length of 503.12 feet to a point at the southwest corner of a tract of land conveyed to Cothran Malibu LP, by deed recorded in Instrument No. 2015010500009000 OPRCCT;

THENCE N 89°27'26" E, 1285.59 feet along the south line thereof to the POINT OF BEGINNING with the subject tract containing 2,047,881 square feet or 47.013 acres of land.

Note:
The thoroughfare alignment(s) shown on this exhibit are for illustration purposes and does not set the alignment. The alignment is determined at time of Final Plat.

Note:
FEMA Floodplain depicted on this exhibit reflects Flood Insurance Rate Map (FIRM) panel number 48085C0115J, dated 6/2/2009, and Letter of Map Revision (LOMR) Case No. 21-06-1205P, dated 1/27/2022

Note:
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

EXHIBIT A-2
BOUNDARY EXHIBIT
PROSPER ARTS DISTRICT
2,047,881 SQ. FEET OR 47.013 ACRES (GROSS)
1,554,116 SQ. FEET OR 35.678 ACRES (NET)
OF LAND OUT OF THE
COLLIN COUNTY SCHOOL LAND #12 SURVEY
ABSTRACT NO. 147, TRACT 74
TOWN OF PROSPER
COLLIN COUNTY, TEXAS
OWNER / APPLICANT
Prosper Tollway Avenues 35, LP
5 Cowboys Way, #300
Frisco, TX 75034
Telephone: (630) 987-9275
Contact: Satya Donepudi
ENGINEER
Spiars Engineering, Inc.
501 W. President George Bush Hwy, Suite 200
Richardson, TX 75080
Telephone: (972) 422-0077
TBPELS No. F-2121 And No. F-10043100
Contact: Mike Martinie

EXHIBIT B STATEMENT OF INTENT AND PURPOSE

I. Statement of Intent

A. Overall Intent

This 35.68 acre Tract C zone of PD-75 is intended to be developed in a manner that will allow flexibility of uses including retail, commercial, office, medical office, hotel, multifamily and entertainment. This development will include outdoor amenity space with a detention pond, trails, benches, and public art and will grow into an active community of mixed uses.

B. Description of Property

Located at the northwest intersection of the Dallas Parkway and Prosper Trail this 35.68-acre Tract C zone of PD-75 is owned by Satya Donepudi, Prosper Tollway Avenues 35, LP. Shawnee Trail, a four (4) lane divided minor thoroughfare runs north and south along the west side of this zone and will provide access to the proposed uses within the entire development. Driveway access for the development will also be taken off Prosper Trail on the southern boundary of the site and the Dallas Parkway along the eastern boundary. A floodplain, open space and detention basin runs east and west through the site along the creek. With the exception of the existing 20-foot-wide paving for Prosper Trail along the southern boundary, the subject Tract C zone of PD-75 is currently vacant. To the north and west of PD-75 is a proposed single-family development, Legacy Crossing (PD-36 and PD-60). To the south is the proposed 880-acre Villages of Star Trail, a Planned Development (PD-66) which incorporates single family, office, retail and commercial zoning. Exhibit A-2 and Exhibit D depict the location and boundary of the project.

C. Description of Proposed Development

The location of this project, at the intersection of a major highway and two thoroughfares, lends itself well for mixed-use development including commercial, retail, hotel, office, and multifamily residential.

Tract C is divided into two sub-zones- A Multifamily Zone (approximately 6.8 acres) and a Mixed-Use Zone (approximately 28.9 acres). Uses in the Multifamily Zone include Multifamily residential. Uses in the mixed-use zone include hotel, office, retail, structured parking, indoor event/reception space and Multifamily over retail. The mixed-use zone contains a detention/open space area. A hike and bike trail is proposed within the detention/open space area and will connect to the trail in the neighboring development.

II. Current Zoning and Future Land Use

A. Current Zoning Classification

The land is currently zoned as PD-75, with Tract C slated exclusively for retail uses including a grocery, gas station, restaurants, fast food, general retail and office/retail.

B. Future Land Use Plan and Compatibility with the Comprehensive Plan

The 2023 Future Land Use Plan designates this parcel as Dallas North Tollway District, which is defined in the 2023 Comprehensive Plan as consisting of the most intense land uses with a diverse mixture of office, retail and residential uses. The proposed mix of multi-family residential, hotel, office, retail, and structured parking meet the intention of the Comprehensive Plan.

David Hoover

From: David Hoover
Sent: Thursday, May 2, 2024 7:09 AM
To: Barry Hand
Subject: Good Morning

Happy Thursday.

After last night's meeting and continuing with comments from the original P & Z meeting, I believe the following changes will have to occur for the project to move forward with any degree of success.

Some type of phasing will have to occur with a retail, restaurant, component to be included at the beginning.

Most all of the parking for the multi-family will have to be in structured style parking, wrapped by the multi-family units. Or enlarge the structured parking garage already proposed to accommodate the multi-family. Virtually no surface parking will be approved.

The permitted uses will have to be revisited to be more in line with those suggested in the Tollway Plan.

The language in the PD will have to be tightened up to better ensure the words match the pictures.

A strategy for the size and location of the multi-family units will have to be developed.

An overall limit of 500 units needs to be inserted into the text.

The multi-family structures need to be 4-5 stories.

The proposed water feature needs to be codified in the text.

A draft Development Agreement will have to be developed (Town Staff will do this).

This is a pretty good start. We will pow wow here at the Staff level and see if anything else comes up.



David A. Hoover, AICP

Director of Development Services

250 W. First Street
Prosper, Texas 75078
T: 972.569.1137
dhoover@prospertx.gov
prospertx.gov

Case No. ZONE-24-0001

EXHIBIT C
Planned Development Standards

A. Conformance with the Town's Zoning Ordinance and Subdivision Ordinance.

1. Unless expressly identified and referenced within this ordinance, the regulations of the Town's Zoning Ordinance (Ordinance No. 05-20), as it exists or may be amended, and the Subdivision Ordinance, as it exists or may be amended, shall apply.
2. The zoning exhibits attached and incorporated into the Planned Development shall serve as a guide for development of the Property. The ultimate layout (including streets, site layout, building uses, and open space areas) shall be determined at the time of Preliminary Site Plan application review by the Planning & Zoning Commission.
3. The developer shall provide an updated Conceptual Plan (Exhibit "D") with each development application if any changes are being made to the most recent Exhibit on file with the Town.
4. Proposed amendments to this Ordinance, or any of the exhibits attached hereto shall be submitted to the Director of Development Services and evaluated in conformance with Zoning Ordinance, Chapter 2, Section 24 (Planned Development District).

B. Exhibits.

Use and development of the Property shall be in conformance with the following exhibits:

1. Exhibit B, Statement of Intent and Purpose
2. Exhibit D, Conceptual Plan
3. Exhibit E, Development Schedule
4. Exhibit F, Elevations

C. Regulations.

The regulations in Exhibit C shall be the exclusive regulations governing building setbacks and other types of regulations such as, lot area, lot width, lot depth, residential density, dwelling area, height, number of stories, coverage, and floor area ratio.

D. Project Tracking Plan.

A Project Tracking Plan shall be submitted with each preliminary site plan, site plan, preliminary plat and final plat to provide context for planning purposes and to serve as a "tracking tool" for compliance with this PD Ordinance. Updates to a Project Tracking Plan may be submitted at any time. It is an informational document that is used for tracking purposes only and no approval of a Project Tracking Plan is required. No rights derived from Chapter 245 of the Texas Local Government Code, as amended, or other vested rights shall accrue from the Project Tracking Plan, and the Project Tracking Plan shall not be deemed to provide "fair notice" as provided therein. Each tracking plan shall track the following:

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1. The number of building permits issued for multifamily units in the Mixed-Use Zone and in the Multifamily Zone;
2. the density in the Mixed-Use Zone and in the Multifamily Zone based on approved preliminary site plans and site plans;
3. the acreage and percentage of open space within each Zone;
4. the acreage and percentage of parkland within each Zone and/or fees paid in lieu of parkland per Ordinance requirements;
5. the approximate number of dwelling units (or range), as well as dwelling types, if any, authorized by an approved plat within each Zone and the Property (i.e. overall density summary). For tracking purposes, each Project Tracking Plan submitted with a preliminary site plan or plat application will include a tabular summary of each recorded plat for all or any portion of the Property subject to this PD Ordinance.

E. Multifamily Zone Development Standards.

1. Uses. Except as noted below, the Multifamily Zone shall develop in accordance with the Multifamily District, as it exists or may be amended, and in accordance with the regulations described below.
 - i. Permitted Uses. Uses shall be permitted in accordance with the Multifamily District as follows:
 1. Multifamily Dwelling
 2. Accessory Building
 3. House of Worship
 4. Municipal Uses Operated by Town of Prosper
 5. Park or Playground
 6. Private Recreation Center
 7. Home Occupation
2. Regulations.
 - i. Residential Density. Maximum fifty (50) units per acre up to 450 total units. The combined total multifamily units for the Multifamily Zone and Mixed-Use Zone ~~may~~ shall not exceed 515 units.
 - ii. Size of Yards.
 1. Minimum Front Yard: Ten (10) feet
 2. Minimum Side Yard: Thirty (30) feet for structures adjacent to property that is either zoned for multifamily or non-residential uses
 3. Minimum Rear Yard: Thirty (30) feet for structures adjacent to property that is either zoned for multifamily or non-residential uses
 4. Multiple structures constructed on the same lot shall maintain a minimum separation of thirty (30) feet

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- iii. Maximum Height: Five (5) stories, no greater than sixty (60) feet from finished grade
- iv. Minimum Dwelling Area:
 - 1. One or two bedroom —850 square feet.
 - 2. Additional bedrooms — 150 square feet ~~per additional bedroom.~~
 - 3. No more than 10% of the units may contain three bedrooms.

3. Building Configuration.

- i. The arrangement of multifamily buildings shall be organized so that the resident parking shall be provided in a structured garage. Visitor and other ancillary parking may be located on the drive aisle/fire lane that wraps the multifamily development.
- ii. The Multifamily shall wrap the structured parking so that no more than 25% of the structured parking garage is exposed to the drive aisle/fire lane. The height of the garage shall not exceed the height of the adjoining multifamily building. All associated appurtenances to the garage, such as an elevator shaft or mechanical equipment, shall be completely screened.
- iii. Any elevation or portion of an elevation of a structured garage that is not wrapped by a building or is visible from Dallas Parkway/Tollway shall have architectural styles and materials compatible with the adjacent or attached structure to ensure the exposed structured garage elevation gives the appearance of a building rather than a blank parking garage. Cladding, murals, or other artistic expressions shall be used to enhance the overall architectural character of the structured garage.
- iv. Parking in a structured garage shall be a minimum nine (9) feet in width and a minimum twenty (20) feet in depth.
- v. Internal roadways/fire lanes on the front sides of the multi-family buildings shall include on-street parking, either in parallel or angled parking format to further build an urban character. A maximum of one row of parking on each side of the drive aisle is permitted on the front side of residential buildings.
- vi. Any non-structured, off-street, surface parking that contains ten (10) or more spaces shall provide interior landscaping as follows:
 - 1. All landscaped areas shall be protected by a raised six (6) inch concrete curb. Pavement shall not be placed closer than four (4) feet from the trunk of a tree unless a Town approved root barrier is utilized.
 - 2. Landscaped islands shall be located at the terminus of all parking rows, except for-street parking, and shall contain at least one (1) large tree, three (3) inch caliper minimum, with no more than seven (7) parking spaces permitted in a continuous row without being interrupted by a landscape island.

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3. Landscape islands shall be a minimum of one hundred sixty (160) square feet, not less than nine (9) feet wide, measured from the inside face of curb, and length equal to the abutting space.
- vii. The Multifamily Zone may be gated. If the Multifamily Zone is gated, details and logistics related to being gated will be refined in later planning stages.
- viii. The residential buildings shall have a strong urban edge with buildings forming a block. Residential buildings shall have entrances oriented to the sidewalk for ease of pedestrian access and shall be located in such a manner as to minimize conflicts between pedestrians and automobiles. Outward facing residential units on the ground floor shall include patio/outdoor space associated with the unit and an exterior door that leads to the sidewalk.
- ix. Upscale amenities shall include a minimum of five (5) items and be approved by the Director of Development Services.
4. Off-Street Parking. Multifamily shall be parked at one and one-half (1.5) spaces per dwelling unit for one-bedroom and two-bedroom units. For every additional room, an additional parking space is required. For example, a three-bedroom unit will require two and one-half (2.5) parking spaces.
5. Architectural and Material Standards.
 - i. Review and Approval Process.
 1. Conceptual Architectural and Material Standards.
The applicant shall submit a detailed materials and style plan along with sample elevations and renderings to define the architectural character of the property. This shall be submitted at the time of Preliminary Site Plan submission.
 2. Final Architectural and Material Standards.
The applicant shall submit a Façade Plan and Material Sample Board for each structure at the time of Site Plan submission.
 3. The conceptual elevations in Exhibit F are intended to evoke a general look and feel of the architecture of the various land use types. Changes to materials and architectural elements are permitted so long as the building elevations adhere to the design guidelines outlined in the Design Guidelines of this Exhibit C.
 - ii. Design Guidelines.
 1. All buildings must be a minimum of eighty percent (80%) primary materials, excluding windows and doors on each façade.
 2. Primary materials include fiber cement panel, metal composite material (examples include, but not limited to Centria and Alucobond), steel plate, clay fired brick, natural and manufactured stone, granite, and marble.
 3. On each façade, stucco is limited to a maximum ten percent (10%) on the first floor, a maximum thirty percent (30%) on the second and

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- third stories, and a maximum fifty percent (50%) on the fourth story and above.
 - 4. The style of all buildings must be consistent and in keeping with the style of the entire Multifamily Zone.
 - 5. All materials and exterior colors shall be compatible with those used throughout the development.
 - 6. Horizontal and vertical building articulation is required on all elevations. This may be achieved through recessed or projected architectural elements, variations in roof line, etc.
 - 7. No single finish shall cover more than eighty (80) percent of the front of any building.
6. Sidewalks. Sidewalks adjacent to the fronts of buildings shall be a minimum seven (7) feet in width and may include tree wells, landscape beds/plantings, and enhanced pavement.
7. Screening and Retaining Walls.
- i. Service, Mechanical and Utility Equipment.
 - 1. All service, mechanical and/or utility equipment, including transformers, shall be completely screened from public view by architectural screens, masonry screening walls, and/or landscaping.
 - 2. When possible, all service areas and mechanical equipment shall be located at the rear of the building and out of view of the roadways.
 - ii. Screening and retaining walls shall be finished with a masonry veneer compatible with the materials of the surrounding development.
8. Landscape Buffers. A minimum of a twenty-five (25) foot landscape buffer is required along Prosper Trail, minimum of a twenty-five (25) foot landscape buffer is required along Shawnee Trail, and a minimum thirty (30) foot buffer is required along Dallas Parkway.

F. Mixed-Use Zone Development Standards.

- 1. Uses. Except as noted below, the Mixed-Use Zone of Tract C shall develop in accordance with the Retail District, as it exists or may be amended, and in accordance with the regulations described below.
 - i. Permitted Uses:
 - 1. Administrative, Medical or Professional Office
 - 2. Wine Bar
 - 3. Cocktail Lounge
 - 4. Cigar Bar
 - 5. Antique Shop and Used Furniture
 - 6. Artisan's Workshop
 - 7. Automobile Parking Lot/Garage

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8. Automobile Paid Parking Lot/Garage
9. Bank, Savings and Loan, or Credit Union
10. Beauty Salon/Barber Shop
11. Business Service
12. Caretaker's/Guard's Residence
13. Catering
14. Civic/Convention Center
- ~~15. Commercial Amusement, Indoor~~
- ~~16.15.~~ Convenience Store without Gas Pumps
- ~~17.16.~~ Dry Cleaning, Minor
- ~~18.1.~~ Furniture, Home Furnishings and Appliance Store
- ~~19.~~
- ~~20.17.~~ Governmental Office
- ~~21.18.~~ Gymnastics/Dance Studio
- ~~22.19.~~ Health/Fitness Center
- ~~23.20.~~ Hospital
- ~~24.21.~~ Hotel, Full Service
- ~~25.22.~~ Hotel, Residence/Extended Stay (XHO2)
- ~~26.23.~~ House of Worship
- ~~27.24.~~ Insurance Office
- ~~28.25.~~ Meeting/Banquet/Reception Facility
- ~~29.26.~~ Mobile Food Vendor
- ~~30.27.~~ Multifamily, if over a minimum 1-floor of non-residential uses.
- ~~31.28.~~ Municipal Uses Operated by the Town of Prosper
- ~~32.29.~~ Museum/Art Gallery
- ~~33.30.~~ Outdoor Merchandise Display, Temporary
- ~~34.31.~~ Park or Playground
- ~~35.32.~~ Print Shop, Minor
- ~~36.33.~~ Private Club
- ~~37.34.~~ Private Recreation Center
- ~~38.35.~~ Restaurant (without a drive-through)
- ~~39.36.~~ Retail Stores and Shops
- ~~40.37.~~ Retail/Service Incidental Use
- ~~41.38.~~ Theater, Neighborhood
- ~~42.1.~~ Veterinarian Clinic and/or Kennel, Indoor

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ii. Permitted with Specific Use Permit:

1. Commercial ~~amusement~~Amusement, ~~Outdoor~~Indoor
- ~~2.3.~~ Commercial Amusement, ~~Indoor~~Outdoor
- ~~2.3.~~ Farmer's Market
- ~~4.~~ Furniture, Home Furnishings and Appliance Store
- ~~3.5.~~ Helistop
- ~~4.6.~~ Outdoor Merchandise Display, Incidental
- ~~5.7.~~ Pet Day Care
- ~~8.~~ Rehabilitation Care ~~il~~Institution
- ~~9.~~ Veterinarian Clinic and/or Kennel, Indoor

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2. Regulations.

- i. Residential Density. Maximum sixty (60) dwelling units per acre, up to 350 total units. The combined total multifamily units for the Multifamily Zone and Mixed-Use Zone ~~may shall~~ not exceed 515 units.

- ii. Size of Yards.

- 1. Minimum Front Yard: No minimum front yard setbacks
- 2. Minimum Side Yard:
 - a. Ten feet, subject to provision of fire-retardant wall as required by adopted edition of the Unified Building Code.
 - b. Ten feet without fire retardant wall.
- 3. Minimum Rear Yard:
 - a. None, if abutting an alley or fire lane and constructed with fire retardant wall.
 - b. Ten feet or none if attached to an adjacent building and constructed with fire retardant wall.
 - c. Ten feet without alley separation or fire-retardant wall.

- iii. Size of Lots.

- 1. Minimum Lot Area: 30,000 square feet
- 2. Minimum Lot Width: 120 feet
- 3. Minimum Lot Depth: 250 feet

- iv. Minimum Dwelling Area:

- 1. One or two bedroom —850 square feet.
- 2. Additional bedrooms — 150 square feet ~~per additional bedroom.~~
- 3. No more than 10% of the units may contain three bedrooms.

- v. Maximum Height: 9 stories, no greater than 110 feet along Shawnee Trail and 14 stories, no greater than 170 feet along Dallas Parkway.

- vi. Lot Coverage: Fifty-five percent (55%)

- vii. Floor Area Ratio: Maximum 2.25:1

3. Building Configuration.

- i. Multifamily structures shall be attached to structured parking by a covered walkway or connector element.
- ii. First Floor: The ceiling height of the first floor shall be a minimum fourteen (14) feet in height.
- iii. Garage Height:
 - 1. Attached Garages: Attached garages are those that are directly connected to another building. The height of the garage shall not

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exceed the height of an adjoining or exterior building and all associated appurtenances, such as an elevator shaft or mechanical equipment, shall be completely screened.

2. Detached Garages: The height of detached garages shall not exceed seven (7) stories or seventy-five (75) feet in height.

4. Off-Street Parking.

- i. Multifamily shall be parked at one and one-half (1.5) spaces per dwelling unit for one-bedroom and two-bedroom units. For every additional room, an additional parking space is required. For example, a three-bedroom unit will require two and one-half (2.5) parking spaces.
- ii. A shared parking strategy is encouraged to reduce the required parking needed in the Mixed-Use Zone based on peak time demands. Shared parking agreements for adjacent properties should include a written agreement between property owners that clearly stipulates the terms of the joint use of the parking spaces. The shared parking agreement should include parking ratios per use that will be agreed upon between the developer and Town Staff during the Preliminary Site Plan review phase.
- iii. When a building includes Multifamily uses, the resident parking shall be provided in a structured garage. A section of the garage may be gated specifically for Multifamily use. If the Multifamily parking is gated from the parking utilized for other uses in the structured garage, details and logistics related to being gated will be refined in the Preliminary Site Plan review phase. Visitor parking and other ancillary uses associated with the Multifamily uses may be located between the building and a public street when located at or beyond the required landscape setback and screened with a headlight screen of earthen berms and/or a row of shrubs.
- iv. Parking in a structured garage shall be a minimum nine (9) feet in width and a minimum twenty (20) feet in depth.

5. Architectural and Material Standards.

- i. Review and Approval Process.
 1. Conceptual Architectural and Material Standards.
The applicant shall submit a detailed materials and style plan along with sample elevations and renderings to define the architectural character of the property. This shall be submitted at the time of Preliminary Site Plan submission.
 2. Final Architectural and Material Standards.
The applicant shall submit a Façade Plan and Material Sample Board for each structure at the time of Site Plan submission.
 3. The conceptual elevations in Exhibit F are intended to evoke a general look and feel of the architecture of the various land use types. Changes to materials and architectural elements are

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permitted so long as the building elevations adhere to the design guidelines outlined in the Design Guidelines of this Exhibit C. The Mixed-Use Zone should offer architectural diversity between buildings, with each structure contributing its own unique flair that blends styles, materials, and artistic expressions in this dynamic arts district.

4. Structured Garages. Any elevation or portion of an elevation of a structured garage that is not wrapped by a building or is visible from Dallas Parkway/Tollway shall have architectural styles and materials compatible with the adjacent or attached structure to ensure the exposed structured garage elevation gives the appearance of a building rather than a blank parking garage. Cladding, murals, or other artistic expressions shall be used to enhance the overall architectural character of the structured garage.

ii. Design Guidelines.

1. All buildings must be a minimum of eighty percent (80%) primary materials, excluding windows and doors on each façade.
 2. For purposes of this section, primary materials shall include: **fiber cement panel**, metal composite material (examples include, but not limited to Centria and Alucobond), steel plate, clay fired brick, natural and manufactured stone, granite, and marble.
 3. On each façade, **fiber cement panel and stucco** **are each** limited to a maximum ten percent (10%) on the first floor, a maximum thirty percent (30%) on the second and third stories, and a maximum fifty percent (50%) on the fourth story and above.
 4. All materials and exterior colors shall be compatible throughout the development.
 5. Horizontal and vertical building articulation is required on all elevations. This may be achieved through recessed or projected architectural elements, variations in roof line, etc.
 6. No single finish shall cover more than eighty (80) percent of the front of any building.
 7. Storefronts on façade treatments that span multiple tenants shall use architecturally compatible materials, colors, details, awning signage, and lighting fixtures. Retail ground floor shall have windows covering a minimum of 60% of the major street and/or public-realm fronting façade(s).
 8. Architectural elements should tie into and play off of the historical features throughout the Town of Prosper, including but not limited to the silos and windmills to ensure this development feels connected to the Town as a whole. Modern elements and artistic expression may be used to play off of the historic theme of Prosper.
6. Sidewalks. Sidewalks adjacent to the fronts of primary buildings, along drive aisles and parking rows, shall be a minimum fifteen (15) feet in width and may include tree wells, landscape beds/plantings, and enhanced pavement.
 7. Screening and Retaining Walls.

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i. Service, Mechanical and Utility Equipment.

1. All service, mechanical and/or utility equipment, including transformers, shall be completely screened from public view by architectural screens, masonry screening walls, and/or landscaping.
2. When possible, all service areas and mechanical equipment shall be located at the rear of the building and out of view of the roadways.

ii. Screening and retaining walls shall be finished with a masonry veneer compatible with the materials of the surrounding development.

8. Landscape Buffers. A minimum of a twenty-five (25) foot landscape buffer is required along Prosper Trail, minimum of a twenty-five (25) foot landscape buffer is required along Shawnee Trail, and a minimum thirty (30) foot buffer is required along Dallas Parkway.

G. Useable Open Space and Trails.

Usable open space is to be laid out in a way that provides equal access to both the Multifamily Zone and Mixed-Use Zone.

1. Useable Open Space.

- i. A minimum of 15% of the property (35.68 acres) is required to be open space which will be provided through the entire development.
- ii. A minimum 30% of the Multifamily Zone area is required to be open space. At least one-third of this open space is to be within the boundary of the Multifamily Zone. The remaining two-thirds of the required minimum open space for the Multifamily Zone is included as part of the entire project, can be located in the Mixed-Use Zone, and will require an easement, shared property right, or other form of agreement through the property owners association to be determined in later planning or development stages.
- iii. Any use of the floodplain as open space shall be approved by the Director of Engineering Services.
- iv. This space may include detention and floodplain areas. No more than (60%) of the useable open space can be detention or within the floodplain.
- v. Useable open space shall be a minimum of 35 feet in width, unless otherwise approved by the Director of Development Services, or his/her designee.
- vi. Useable open space in the floodplain shall include walking trails, sculptures/artwork, benches, and other amenities as outlined in item viii.

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- vii. Buildings shall face and/or side to the open space to the greatest extent possible to provide pedestrian access and areas of congregation along the open space.
 - viii. A minimum of six (6) amenities shall be provided within the open space and shall be approved by the Director of Development Services. Examples include:
 - 1. Outdoor fitness stations
 - ~~2. Areas of decorative pavement~~
 - ~~3. Benches and other seating areas~~
 - ~~4.2. Durable shade structure such as a pavilion or pergola~~
 - ~~5.3. Sport court~~
 - ~~6.4. Fire pits and lounging areas~~
 - ~~7.5. Water features, including fountains and ponds outside the detention area~~
 - ~~8.6. Any other similar improvement approved by the Director of Development Services or his/her designee.~~
2. Trails.
- i. All trails shall comply with the Hike & Bike Master Plan.
 - ii. A ten-foot (10') trail is required along Dallas Parkway and Prosper Trail, and a six-foot (6') sidewalk is required along all other public roadways.
 - iii. Trails within the development shall connect to the trails along the roadways.
3. Planting Standards.
- i. One (1) – Four (4) inch caliper evergreen tree shall be planted per thirty (30) feet of linear open space area. These trees shall be planted in groups with appropriate spacing for species.
 - ii. One (1) – Three (3) inch caliper ornamental tree shall be planted per thirty (30) linear feet of open space area. These trees may be planted in groups with appropriate spacing for species.
 - iii. A minimum of fifteen (15) shrubs with a minimum size of five (5) gallons each shall be planted per thirty (30) linear feet of open space area. These shrubs may be planted in groups with appropriate spacing for species.
 - iv. It is intended that all plant types promote a natural landscape. Where possible, the planting shall be in accordance with the general planting style. Drought tolerant and/or native plants from the Town's approved plant list are required for compliance. Other species may be utilized with approval from the Town as part of the Site Plan process.
 - v. All landscape areas to be kept free of weeds, invasive plant species, and trash

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H. Detention/Retention.

Detention located within the Floodplain must meet all Town of Prosper, FEMA and all other applicable regulations.

I. Public Art.

An amount of not less than twenty-four (24) public art installations shall be included throughout the entire project. Approximate locations for public art are denoted on Exhibit D, which includes locations at significant entry points into the development along the Tollway. The Director of Development Services shall determine the location and types of public art.

J. Phasing.

Phase 1A:

- Site-wide infrastructure for all 34 Acres
- Hotel Carbon
 - 144 Rooms (Only for Hotel Guests)
 - 12 Social Spaces (Primarily for Hotel Guests but also available to the public as Event/Meeting Rental Space)
 - Performance Center (Open to the Public – Leased to a 3rd Party Operator)
 - Conference Center (Open to the Public)
 - Streaming & eSports Center (Open to the Public – Leased to a 3rd Party Operator)
 - Retail Operations (Open to the Public – Leased to a 3rd Party Operator)
 - Restaurants
 - Protein Bar (Open to the Public)
 - Sports Bar (Open to the Public)
 - Food Hall (Open to the Public)
- XO2 Tower
 - Luxury Condo residences (specialized for medical recovery)
 - 1 floor of Retail Flex Space
 - 3 floors of leased medical and out-patient office
 - Rooftop workout and relaxation facility
- Outdoor Recreation Area
 - Soccer field
 - Running track
 - Covered sports pavilion
 - Enclosed multi-sport court
- Mixed-Use Zone Parking Garage

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Phase 1B:

- Multi-Family Zone

Phase 1B Multifamily cannot begin until Phase 1A has a building permit and begins construction. Multifamily Zone; Trail System; Hotel on the east including 144 rooms, performance center, recovery center, streaming & e-sports center, retail operations, protein bar/restaurant, sports bar/restaurant and a food hall; Parking Garage; Extended Stay Hotel/Medical Office Tower on the east including a rooftop workout and relaxation facility; soccer field; running track, covered sports pavilion; enclosed multi-sport courts

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Phase 2:

- Mixed-Use retail and multi-family
- Theater
- Reception Facility
- Retail on the southeast quadrant Hotel on the west, Mixed-Use Multifamily, Retail

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Phase 3:

- Hotel Voz on the far west
 - 4-diamond hotel status
 - Luxury pods called Hako that will be complementary to the 4-diamond Hotel Voz
- Retail in the southwest quadrant Retail and Office on Prosper Trail/Shawnee

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Phase 4:

- Office on Dallas Parkway

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A phasing diagram for the entire development is depicted below.

PHASING DIAGRAM

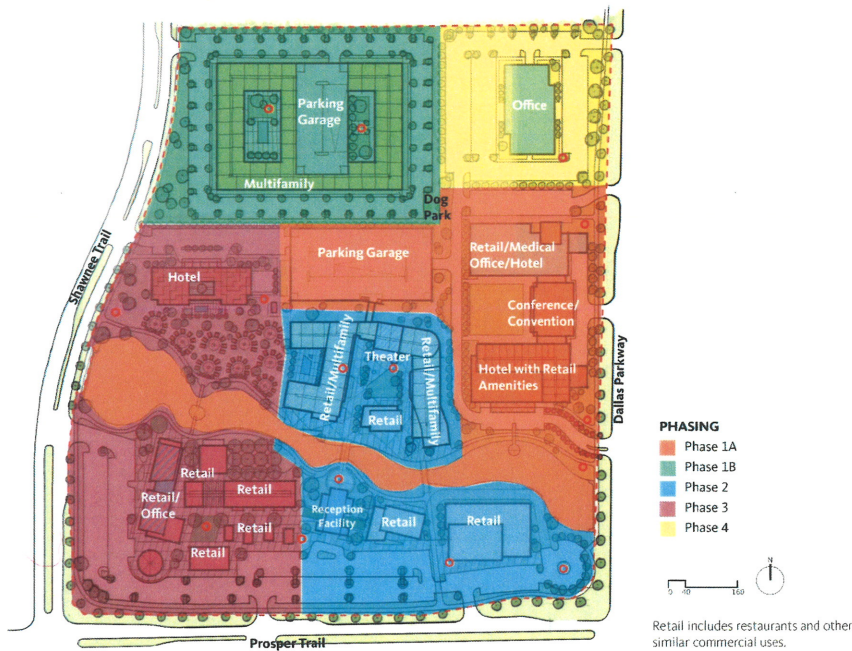


EXHIBIT C

Planned Development Standards

A. Conformance with the Town's Zoning Ordinance and Subdivision Ordinance.

1. Unless expressly identified and referenced within this ordinance, the regulations of the Town's Zoning Ordinance (Ordinance No. 05-20), as it exists or may be amended, and the Subdivision Ordinance, as it exists or may be amended, shall apply.
2. The zoning exhibits attached and incorporated into the Planned Development shall serve as a guide for development of the Property. The ultimate layout (including streets, site layout, building uses, and open space areas) shall be determined at the time of Preliminary Site Plan application review by the Planning & Zoning Commission.
3. The developer shall provide an updated Conceptual Plan (Exhibit "D") with each development application if any changes are being made to the most recent Exhibit on file with the Town.
4. Proposed amendments to this Ordinance, or any of the exhibits attached hereto shall be submitted to the Director of Development Services and evaluated in conformance with Zoning Ordinance, Chapter 2, Section 24 (Planned Development District).

B. Exhibits.

Use and development of the Property shall be in conformance with the following exhibits:

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4. Exhibit F, Elevations

C. Regulations.

The regulations in Exhibit C shall be the exclusive regulations governing building setbacks and other types of regulations such as, lot area, lot width, lot depth, residential density, dwelling area, height, number of stories, coverage, and floor area ratio.

D. Project Tracking Plan.

A Project Tracking Plan shall be submitted with each preliminary site plan, site plan, preliminary plat and final plat to provide context for planning purposes and to serve as a "tracking tool" for compliance with this PD Ordinance. Updates to a Project Tracking Plan may be submitted at any time. It is an informational document that is used for tracking purposes only and no approval of a Project Tracking Plan is required. No rights derived from Chapter 245 of the Texas Local Government Code, as amended, or other vested rights shall accrue from the Project Tracking Plan, and the Project Tracking Plan shall not be deemed to provide "fair notice" as provided therein. Each tracking plan shall track the following:

1. The number of building permits issued for multifamily units in the Mixed-Use Zone and in the Multifamily Zone;
2. the density in the Mixed-Use Zone and in the Multifamily Zone based on approved preliminary site plans and site plans;
3. the acreage and percentage of open space within each Zone;
4. the acreage and percentage of parkland within each Zone and/or fees paid in lieu of parkland per Ordinance requirements;
5. the approximate number of dwelling units (or range), as well as dwelling types, if any, authorized by an approved plat within each Zone and the Property (i.e. overall density summary). For tracking purposes, each Project Tracking Plan submitted with a preliminary site plan or plat application will include a tabular summary of each recorded plat for all or any portion of the Property subject to this PD Ordinance.

E. Multifamily Zone Development Standards.

1. Uses. Except as noted below, the Multifamily Zone shall develop in accordance with the Multifamily District, as it exists or may be amended, and in accordance with the regulations described below.
 - i. Permitted Uses. Uses shall be permitted in accordance with the Multifamily District as follows:
 1. Multifamily Dwelling
 2. Accessory Building
 3. House of Worship
 4. Municipal Uses Operated by Town of Prosper
 5. Park or Playground
 6. Private Recreation Center
 7. Home Occupation
2. Regulations.
 - i. Residential Density. Maximum fifty (50) units per acre up to 450 total units. The combined total multifamily units for the Multifamily Zone and Mixed-Use Zone shall not exceed 515 units.
 - ii. Size of Yards.
 1. Minimum Front Yard: Ten (10) feet
 2. Minimum Side Yard: Thirty (30) feet for structures adjacent to property that is either zoned for multifamily or non-residential uses
 3. Minimum Rear Yard: Thirty (30) feet for structures adjacent to property that is either zoned for multifamily or non-residential uses
 4. Multiple structures constructed on the same lot shall maintain a minimum separation of thirty (30) feet

- iii. Maximum Height: Five (5) stories, no greater than sixty (60) feet from finished grade
 - iv. Minimum Dwelling Area:
 - 1. One or two bedroom —850 square feet.
 - 2. Additional bedroom — 150 square feet.
 - 3. No more than 10% of the units may contain three bedrooms.
3. Building Configuration.
- i. The arrangement of multifamily buildings shall be organized so that the resident parking shall be provided in a structured garage. Visitor and other ancillary parking may be located on the drive aisle/fire lane that wraps the multifamily development.
 - ii. The Multifamily shall wrap the structured parking so that no more than 25% of the structured parking garage is exposed to the drive aisle/fire lane. The height of the garage shall not exceed the height of the adjoining multifamily building. All associated appurtenances to the garage, such as an elevator shaft or mechanical equipment, shall be completely screened.
 - iii. Any elevation or portion of an elevation of a structured garage that is not wrapped by a building or is visible from Dallas Parkway/Tollway shall have architectural styles and materials compatible with the adjacent or attached structure to ensure the exposed structured garage elevation gives the appearance of a building rather than a blank parking garage. Cladding, murals, or other artistic expressions shall be used to enhance the overall architectural character of the structured garage.
 - iv. Parking in a structured garage shall be a minimum nine (9) feet in width and a minimum twenty (20) feet in depth.
 - v. Internal roadways/fire lanes on the front sides of the multi-family buildings shall include on-street parking, either in parallel or angled parking format to further build an urban character. A maximum of one row of parking on each side of the drive aisle is permitted on the front side of residential buildings.
 - vi. Any non-structured, off-street, surface parking that contains ten (10) or more spaces shall provide interior landscaping as follows:
 - 1. All landscaped areas shall be protected by a raised six (6) inch concrete curb. Pavement shall not be placed closer than four (4) feet from the trunk of a tree unless a Town approved root barrier is utilized.
 - 2. Landscaped islands shall be located at the terminus of all parking rows, except for-street parking, and shall contain at least one (1) large tree, three (3) inch caliper minimum, with no more than seven (7) parking spaces permitted in a continuous row without being interrupted by a landscape island.

3. Landscape islands shall be a minimum of one hundred sixty (160) square feet, not less than nine (9) feet wide, measured from the inside face of curb, and length equal to the abutting space.
- vii. The Multifamily Zone may be gated. If the Multifamily Zone is gated, details and logistics related to being gated will be refined in later planning stages.
- viii. The residential buildings shall have a strong urban edge with buildings forming a block. Residential buildings shall have entrances oriented to the sidewalk for ease of pedestrian access and shall be located in such a manner as to minimize conflicts between pedestrians and automobiles. Outward facing residential units on the ground floor shall include patio/outdoor space associated with the unit and an exterior door that leads to the sidewalk.
- ix. Upscale amenities shall include a minimum of five (5) items and be approved by the Director of Development Services.
4. Off-Street Parking. Multifamily shall be parked at one and one-half (1.5) spaces per dwelling unit for one-bedroom and two-bedroom units. For every additional room, an additional parking space is required. For example, a three-bedroom unit will require two and one-half (2.5) parking spaces.
5. Architectural and Material Standards.
 - i. Review and Approval Process.
 1. Conceptual Architectural and Material Standards.
The applicant shall submit a detailed materials and style plan along with sample elevations and renderings to define the architectural character of the property. This shall be submitted at the time of Preliminary Site Plan submission.
 2. Final Architectural and Material Standards.
The applicant shall submit a Façade Plan and Material Sample Board for each structure at the time of Site Plan submission.
 3. The conceptual elevations in Exhibit F are intended to evoke a general look and feel of the architecture of the various land use types. Changes to materials and architectural elements are permitted so long as the building elevations adhere to the design guidelines outlined in the Design Guidelines of this Exhibit C.
 - ii. Design Guidelines.
 1. All buildings must be a minimum of eighty percent (80%) primary materials, excluding windows and doors on each façade.
 2. Primary materials include fiber cement panel, metal composite material (examples include, but not limited to Centria and Alucobond), steel plate, clay fired brick, natural and manufactured stone, granite, and marble.
 3. On each façade, stucco is limited to a maximum ten percent (10%) on the first floor, a maximum thirty percent (30%) on the second and

third stories, and a maximum fifty percent (50%) on the fourth story and above.

4. The style of all buildings must be consistent and in keeping with the style of the entire Multifamily Zone.
 5. All materials and exterior colors shall be compatible with those used throughout the development.
 6. Horizontal and vertical building articulation is required on all elevations. This may be achieved through recessed or projected architectural elements, variations in roof line, etc.
 7. No single finish shall cover more than eighty (80) percent of the front of any building.
6. Sidewalks. Sidewalks adjacent to the fronts of buildings shall be a minimum seven (7) feet in width and may include tree wells, landscape beds/plantings, and enhanced pavement.
 7. Screening and Retaining Walls.
 - i. Service, Mechanical and Utility Equipment.
 1. All service, mechanical and/or utility equipment, including transformers, shall be completely screened from public view by architectural screens, masonry screening walls, and/or landscaping.
 2. When possible, all service areas and mechanical equipment shall be located at the rear of the building and out of view of the roadways.
 - ii. Screening and retaining walls shall be finished with a masonry veneer compatible with the materials of the surrounding development.
 8. Landscape Buffers. A minimum of a twenty-five (25) foot landscape buffer is required along Prosper Trail, minimum of a twenty-five (25) foot landscape buffer is required along Shawnee Trail, and a minimum thirty (30) foot buffer is required along Dallas Parkway.

F. Mixed-Use Zone Development Standards.

1. Uses. Except as noted below, the Mixed-Use Zone of Tract C shall develop in accordance with the Retail District, as it exists or may be amended, and in accordance with the regulations described below.
 - i. Permitted Uses:
 1. Administrative, Medical or Professional Office
 2. Wine Bar
 3. Cocktail Lounge
 4. Cigar Bar
 5. Antique Shop and Used Furniture
 6. Artisan's Workshop
 7. Automobile Parking Lot/Garage

8. Automobile Paid Parking Lot/Garage
9. Bank, Savings and Loan, or Credit Union
10. Beauty Salon/Barber Shop
11. Business Service
12. Caretaker's/Guard's Residence
13. Catering
14. Civic/Convention Center
15. Convenience Store without Gas Pumps
16. Dry Cleaning, Minor
17. Governmental Office
18. Gymnastics/Dance Studio
19. Health/Fitness Center
20. Hospital
21. Hotel, Full Service
22. Hotel, Residence/Extended Stay (XO2)
23. House of Worship
24. Insurance Office
25. Meeting/Banquet/Reception Facility
26. Mobile Food Vendor
27. Multifamily, if over a minimum 1-floor of non-residential uses.
28. Municipal Uses Operated by the Town of Prosper
29. Museum/Art Gallery
30. Outdoor Merchandise Display, Temporary
31. Park or Playground
32. Print Shop, Minor
33. Private Club
34. Private Recreation Center
35. Restaurant (without a drive-through)
36. Retail Stores and Shops
37. Retail/Service Incidental Use
38. Theater, Neighborhood

ii. Permitted with Specific Use Permit:

1. Commercial Amusement, Indoor
2. Commercial Amusement, Outdoor
3. Farmer's Market
4. Furniture, Home Furnishings and Appliance Store
5. Helistop
6. Outdoor Merchandise Display, Incidental
7. Pet Day Care
8. Rehabilitation Care Institution
9. Veterinarian Clinic and/or Kennel, Indoor

2. Regulations.

- i. Residential Density. Maximum sixty (60) dwelling units per acre, up to 350 total units. The combined total multifamily units for the Multifamily Zone and Mixed-Use Zone shall not exceed 515 units.

ii. Size of Yards.

1. Minimum Front Yard: No minimum front yard setbacks
2. Minimum Side Yard:
 - a. Ten feet, subject to provision of fire-retardant wall as required by adopted edition of the Unified Building Code.
 - b. Ten feet without fire retardant wall.
3. Minimum Rear Yard:
 - a. None, if abutting an alley or fire lane and constructed with fire retardant wall.
 - b. Ten feet or none if attached to an adjacent building and constructed with fire retardant wall.
 - c. Ten feet without alley separation or fire-retardant wall.

iii. Size of Lots.

1. Minimum Lot Area: 30,000 square feet
2. Minimum Lot Width: 120 feet
3. Minimum Lot Depth: 250 feet

iv. Minimum Dwelling Area:

1. One or two bedroom —850 square feet.
2. Additional bedroom — 150 square feet.
3. No more than 10% of the units may contain three bedrooms.

v. Maximum Height: 9 stories, no greater than 110 feet along Shawnee Trail and 14 stories, no greater than 170 feet along Dallas Parkway.

vi. Lot Coverage: Fifty-five percent (55%)

vii. Floor Area Ratio: Maximum 2.25:1

3. Building Configuration.

i. Multifamily structures shall be attached to structured parking by a covered walkway or connector element.

ii. First Floor: The ceiling height of the first floor shall be a minimum fourteen (14) feet in height.

iii. Garage Height:

1. Attached Garages: Attached garages are those that are directly connected to another building. The height of the garage shall not exceed the height of an adjoining or exterior building and all associated appurtenances, such as an elevator shaft or mechanical equipment, shall be completely screened.
2. Detached Garages: The height of detached garages shall not exceed seven (7) stories or seventy-five (75) feet in height.

4. Off-Street Parking.

- i. Multifamily shall be parked at one and one-half (1.5) spaces per dwelling unit for one-bedroom and two-bedroom units. For every additional room, an additional parking space is required. For example, a three-bedroom unit will require two and one-half (2.5) parking spaces.
- ii. A shared parking strategy is encouraged to reduce the required parking needed in the Mixed-Use Zone based on peak time demands. Shared parking agreements for adjacent properties should include a written agreement between property owners that clearly stipulates the terms of the joint use of the parking spaces. The shared parking agreement should include parking ratios per use that will be agreed upon between the developer and Town Staff during the Preliminary Site Plan review phase.
- iii. When a building includes Multifamily uses, the resident parking shall be provided in a structured garage. A section of the garage may be gated specifically for Multifamily use. If the Multifamily parking is gated from the parking utilized for other uses in the structured garage, details and logistics related to being gated will be refined in the Preliminary Site Plan review phase. Visitor parking and other ancillary uses associated with the Multifamily uses may be located between the building and a public street when located at or beyond the required landscape setback and screened with a headlight screen of earthen berms and/or a row of shrubs.
- iv. Parking in a structured garage shall be a minimum nine (9) feet in width and a minimum twenty (20) feet in depth.

5. Architectural and Material Standards.

i. Review and Approval Process.

1. Conceptual Architectural and Material Standards.

The applicant shall submit a detailed materials and style plan along with sample elevations and renderings to define the architectural character of the property. This shall be submitted at the time of Preliminary Site Plan submission.

2. Final Architectural and Material Standards.

The applicant shall submit a Façade Plan and Material Sample Board for each structure at the time of Site Plan submission.

3. The conceptual elevations in Exhibit F are intended to evoke a general look and feel of the architecture of the various land use types. Changes to materials and architectural elements are permitted so long as the building elevations adhere to the design guidelines outlined in the Design Guidelines of this Exhibit C. The Mixed-Use Zone should offer architectural diversity between buildings, with each structure contributing its own unique flair that blends styles, materials, and artistic expressions in this dynamic arts district.

4. Structured Garages. Any elevation or portion of an elevation of a structured garage that is not wrapped by a building or is visible from Dallas Parkway/Tollway shall have architectural styles and materials compatible with the adjacent or attached structure to ensure the exposed structured garage elevation gives the appearance of a building rather than a blank parking garage. Cladding, murals, or other artistic expressions shall be used to enhance the overall architectural character of the structured garage.

ii. Design Guidelines.

1. All buildings must be a minimum of eighty percent (80%) primary materials, excluding windows and doors on each façade.
 2. For purposes of this section, primary materials shall include: metal composite material (examples include, but not limited to Centria and Alucobond), steel plate, clay fired brick, natural and manufactured stone, granite, and marble.
 3. On each façade, fiber cement panel and stucco are each limited to a maximum ten percent (10%) on the first floor, a maximum thirty percent (30%) on the second and third stories, and a maximum fifty percent (50%) on the fourth story and above.
 4. All materials and exterior colors shall be compatible throughout the development.
 5. Horizontal and vertical building articulation is required on all elevations. This may be achieved through recessed or projected architectural elements, variations in roof line, etc.
 6. No single finish shall cover more than eighty (80) percent of the front of any building.
 7. Storefronts on façade treatments that span multiple tenants shall use architecturally compatible materials, colors, details, awning signage, and lighting fixtures. Retail ground floor shall have windows covering a minimum of 60% of the major street and/or public-realm fronting façade(s).
 8. Architectural elements should tie into and play off of the historical features throughout the Town of Prosper, including but not limited to the silos and windmills to ensure this development feels connected to the Town as a whole. Modern elements and artistic expression may be used to play off of the historic theme of Prosper.
6. Sidewalks. Sidewalks adjacent to the fronts of primary buildings, along drive aisles and parking rows, shall be a minimum fifteen (15) feet in width and may include tree wells, landscape beds/plantings, and enhanced pavement.
7. Screening and Retaining Walls.
- i. Service, Mechanical and Utility Equipment.
1. All service, mechanical and/or utility equipment, including transformers, shall be completely screened from public view by

architectural screens, masonry screening walls, and/or landscaping.

2. When possible, all service areas and mechanical equipment shall be located at the rear of the building and out of view of the roadways.
 - ii. Screening and retaining walls shall be finished with a masonry veneer compatible with the materials of the surrounding development.
8. Landscape Buffers. A minimum of a twenty-five (25) foot landscape buffer is required along Prosper Trail, minimum of a twenty-five (25) foot landscape buffer is required along Shawnee Trail, and a minimum thirty (30) foot buffer is required along Dallas Parkway.

G. Useable Open Space and Trails.

Usable open space is to be laid out in a way that provides equal access to both the Multifamily Zone and Mixed-Use Zone.

1. Useable Open Space.
 - i. A minimum of 15% of the property (35.68 acres) is required to be open space which will be provided through the entire development.
 - ii. A minimum 30% of the Multifamily Zone area is required to be open space. At least one-third of this open space is to be within the boundary of the Multifamily Zone. The remaining two-thirds of the required minimum open space for the Multifamily Zone is included as part of the entire project, can be located in the Mixed-Use Zone, and will require an easement, shared property right, or other form of agreement through the property owners association to be determined in later planning or development stages.
 - iii. Any use of the floodplain as open space shall be approved by the Director of Engineering Services.
 - iv. This space may include detention and floodplain areas. No more than (60%) of the useable open space can be detention or within the floodplain.
 - v. Useable open space shall be a minimum of 35 feet in width, unless otherwise approved by the Director of Development Services, or his/her designee.
 - vi. Useable open space in the floodplain shall include walking trails, sculptures/artwork, benches, and other amenities as outlined in item viii.
 - vii. Buildings shall face and/or side to the open space to the greatest extent possible to provide pedestrian access and areas of congregation along the open space.

- viii. A minimum of six (6) amenities shall be provided within the open space and shall be approved by the Director of Development Services. Examples include:

1. Outdoor fitness stations
2. Durable shade structure such as a pavilion or pergola
3. Sport court
4. Fire pits and lounging areas
5. Water features, including fountains and ponds outside the detention area
6. Any other similar improvement approved by the Director of Development Services or his/her designee.

2. Trails.

- i. All trails shall comply with the Hike & Bike Master Plan.
- ii. A ten-foot (10') trail is required along Dallas Parkway and Prosper Trail, and a six-foot (6') sidewalk is required along all other public roadways.
- iii. Trails within the development shall connect to the trails along the roadways.

3. Planting Standards.

- i. One (1) – Four (4) in caliper evergreen tree shall be planted per thirty (30) feet of linear open space area. These trees shall be planted in groups with appropriate spacing for species.
- ii. One (1) – Three (3) inch caliper ornamental tree shall be planted per thirty (30) linear feet of open space area. These trees may be planted in groups with appropriate spacing for species.
- iii. A minimum of fifteen (15) shrubs with a minimum size of five (5) gallons each shall be planted per thirty (30) linear feet of open space area. These shrubs may be planted in groups with appropriate spacing for species.
- iv. It is intended that all plant types promote a natural landscape. Where possible, the planting shall be in accordance with the general planting style. Drought tolerant and/or native plants from the Town's approved plant list are required for compliance. Other species may be utilized with approval from the Town as part of the Site Plan process.
- v. All landscape areas to be kept free of weeds, invasive plant species, and trash

H. Detention/Retention.

Detention located within the Floodplain must meet all Town of Prosper, FEMA and all other applicable regulations.

I. Public Art.

An amount of not less than twenty-four (24) public art installations shall be included throughout the entire project. Approximate locations for public art are denoted on Exhibit D, which includes locations at significant entry points into the development along the Tollway. The Director of Development Services shall determine the location and types of public art.

J. Phasing.

Phase 1A:

- Site-wide infrastructure for all 34 Acres
- Hotel Carbon
 - 144 Rooms (Only for Hotel Guests)
 - 12 Social Spaces (Primarily for Hotel Guests but available to the public as Event/Meeting Rental Space)
 - Performance Center (Open to the Public – Leased to a 3rd Party Operator)
 - Conference Center (Open to the Public)
 - Streaming & eSports Center (Open to the Public – Leased to a 3rd Party Operator)
 - Retail Operations (Open to the Public – Leased to a 3rd Party Operator)
 - Restaurants
 - Protein Bar (Open to the Public)
 - Sports Bar (Open to the Public)
 - Food Hall (Open to the Public)
- XO2 Tower
 - Luxury Condo residences (specialized for medical recovery)
 - 1 floor of Retail Flex Space
 - 3 floors of leased medical and out-patient office
 - Rooftop workout and relaxation facility
- Outdoor Recreation Area
 - Soccer field
 - Running track
 - Covered sports pavilion
 - Enclosed multi-sport court
- Mixed-Use Zone Parking Garage

Phase 1B:

- Multi-Family Zone
Phase 1B Multifamily cannot begin until Phase 1A has a building permit and begins construction.

Phase 2:

- Mixed-Use retail and multi-family
- Theater
- Reception Facility
- Retail on the southeast quadrant

Phase 3:

- Hotel Voz on the far west
 - 4-diamond hotel status

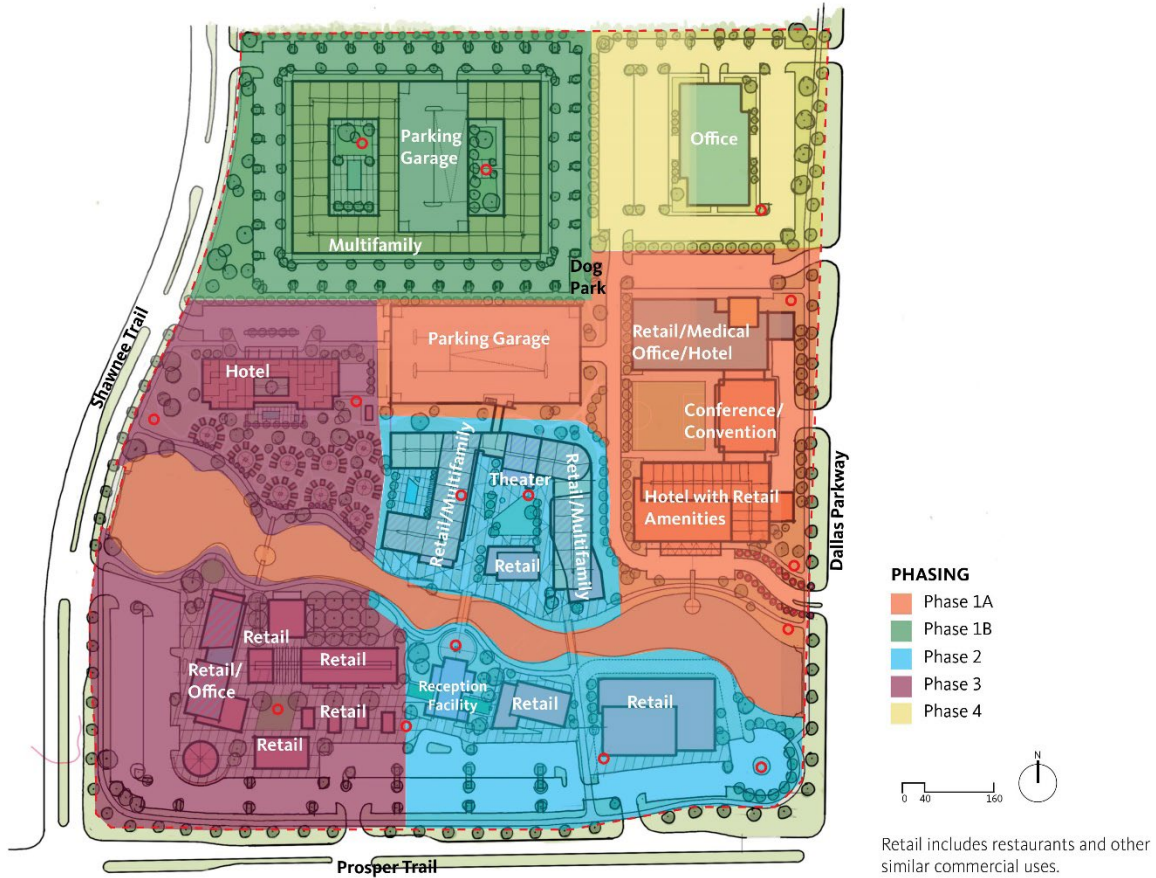
- Luxury pods called Hako that will be complementary to the 4-diamond Hotel Voz
- Retail in the southwest quadrant

Phase 4:

- Office on Dallas Parkway

A phasing diagram for the entire development is depicted below.

PHASING DIAGRAM



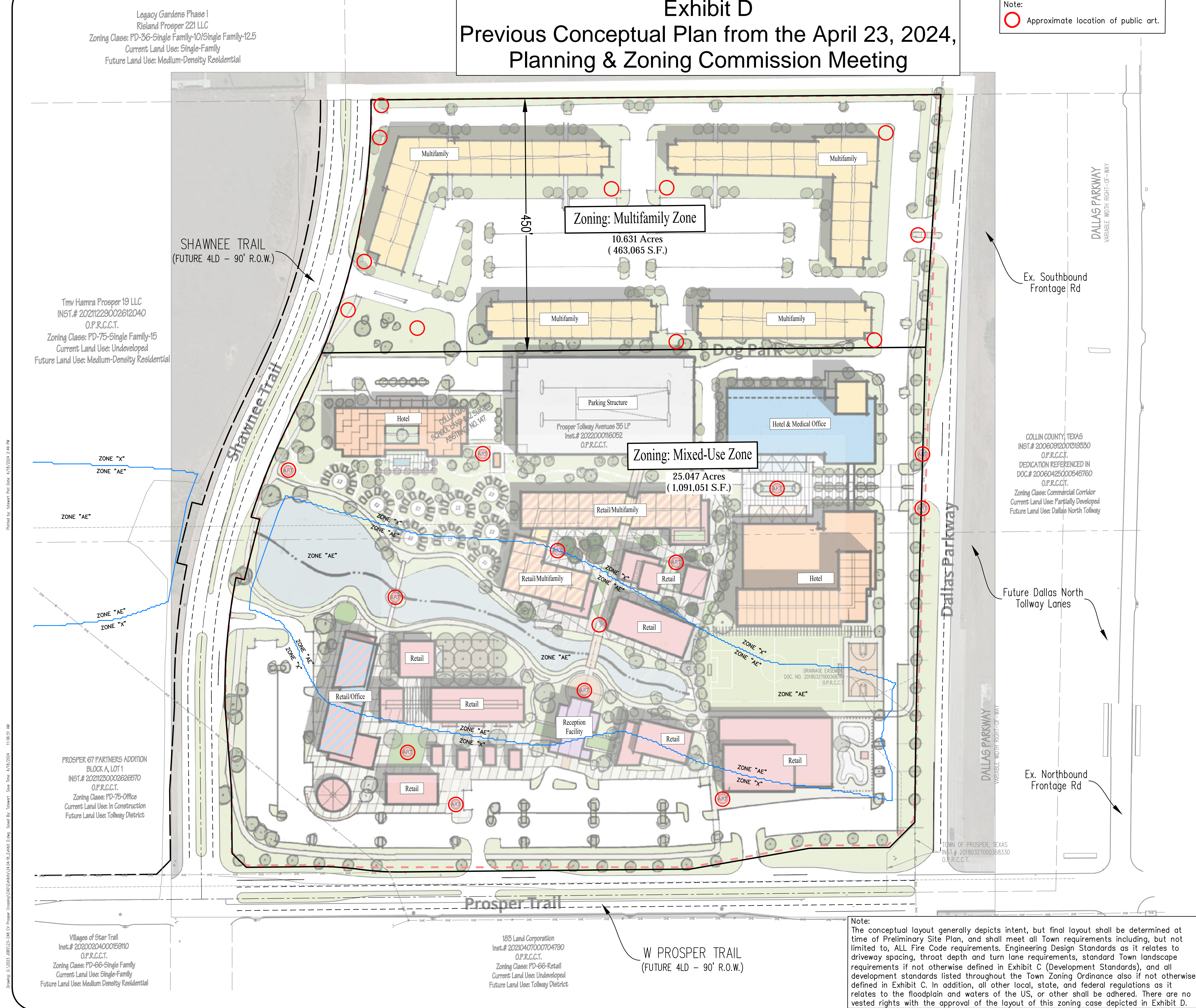
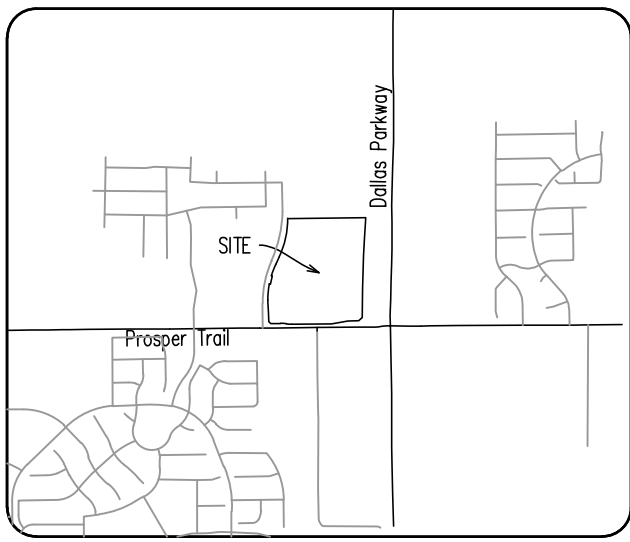
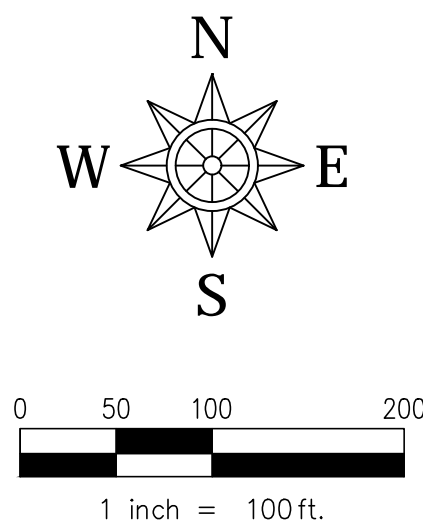


Exhibit D
Previous Conceptual Plan from the April 23, 2024,
Planning & Zoning Commission Meeting

Note:
 Approximate location of public art.



LOCATION MAP
1" = 2500'



Basis of bearing: State Plane
Coordinate System, Texas North
Central Zone 4202, North American
Datum of 1983, Adjustment
Realization 2011.

Site Data Summary Table	
Multifamily Zone	
Max. Permitted Density	50 du/ac
Min. Front Yard Setback	10'
Min. Side Yard Setback	30' for structures adjacent to property line that is either zoned for Multi-Family or non-residential uses; Multiple structures constructed on the same lot shall maintain a minimum separation of 30'
Min. Rear Yard Setback	30' for structures adjacent to property line that is either zoned for Multi-Family or non-residential uses
Max. Height	5 stories, no greater than 60 feet from finished grade
Shawnee Trail Landscape Buffer	25'
Dallas Parkway Landscape Buffer	30'
Prosper Trail Landscape Buffer	25'
Mixed-Use Zone	
Min. Front Yard Setback	None
Min. Side Yard Setback	10' subject to provision of fire retardant wall as required by adopted edition of the Unified Building Code; 10 feet without fire retardant wall.
Min. Rear Yard Setback	None, if abutting an alley or fire lane and constructed with fire retardant wall; 10' subject to provision of fire retardant wall as required by adopted edition of the Unified Building Code; 10' without alley separation or fire-retardant wall.
Min. Lot Area	30,000 sq. ft
Min. Lot Width	120'
Min. Lot Depth	250'
Max. Height	9 stories, no greater than 110 feet along Shawnee Trail and 14 stories, no greater than 170 feet along Dallas Parkway
Lot Coverage	55%
Floor Area Ratio	2.25:1
Shawnee Trail Landscape Buffer	25'
Dallas Parkway Landscape Buffer	30'
Prosper Trail Landscape Buffer	25'

Note:
The thoroughfare alignment(s) shown on this exhibit are for illustration purposes and does not set the alignment. The alignment is determined at time of Final Plat.

Note:
All proposed driveways shall meet all Town of Prosper standards in regards to spacing, throat depth, and such.

Note:
The Traffic Impact Analysis (TIA) shall be provided at time of Preliminary Site Plan. Additional improvements or modifications may be required to accommodate results.

Note:
FEMA Floodplain depicted on this exhibit reflects Flood Insurance Rate Map (FIRM) panel number 48085C0115J, dated 6/2/2009, and Letter of Map Revision (LOMR) Case No. 21-06-1205P, dated 1/27/2022

EXHIBIT D CONCEPTUAL PLAN
PROSPER ARTS DISTRICT
2,047,881 SQ. FEET OR 47.013 ACRES (GROSS)
1,554,116 SQ. FEET OR 35.678 ACRES (NET)
OF LAND OUT OF THE
COLLIN COUNTY SCHOOL LAND #12 SURVEY
ABSTRACT NO. 147, TRACT 74
TOWN OF PROSPER
COLLIN COUNTY, TEXAS

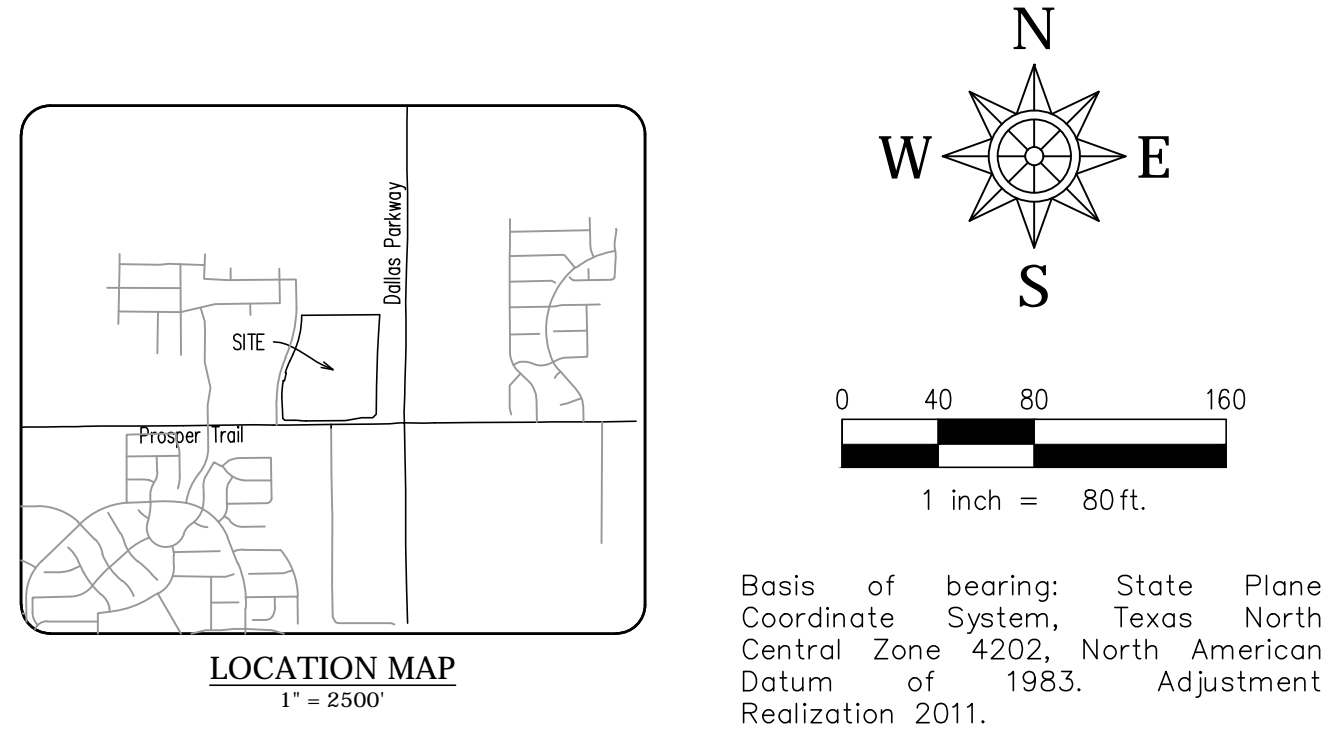
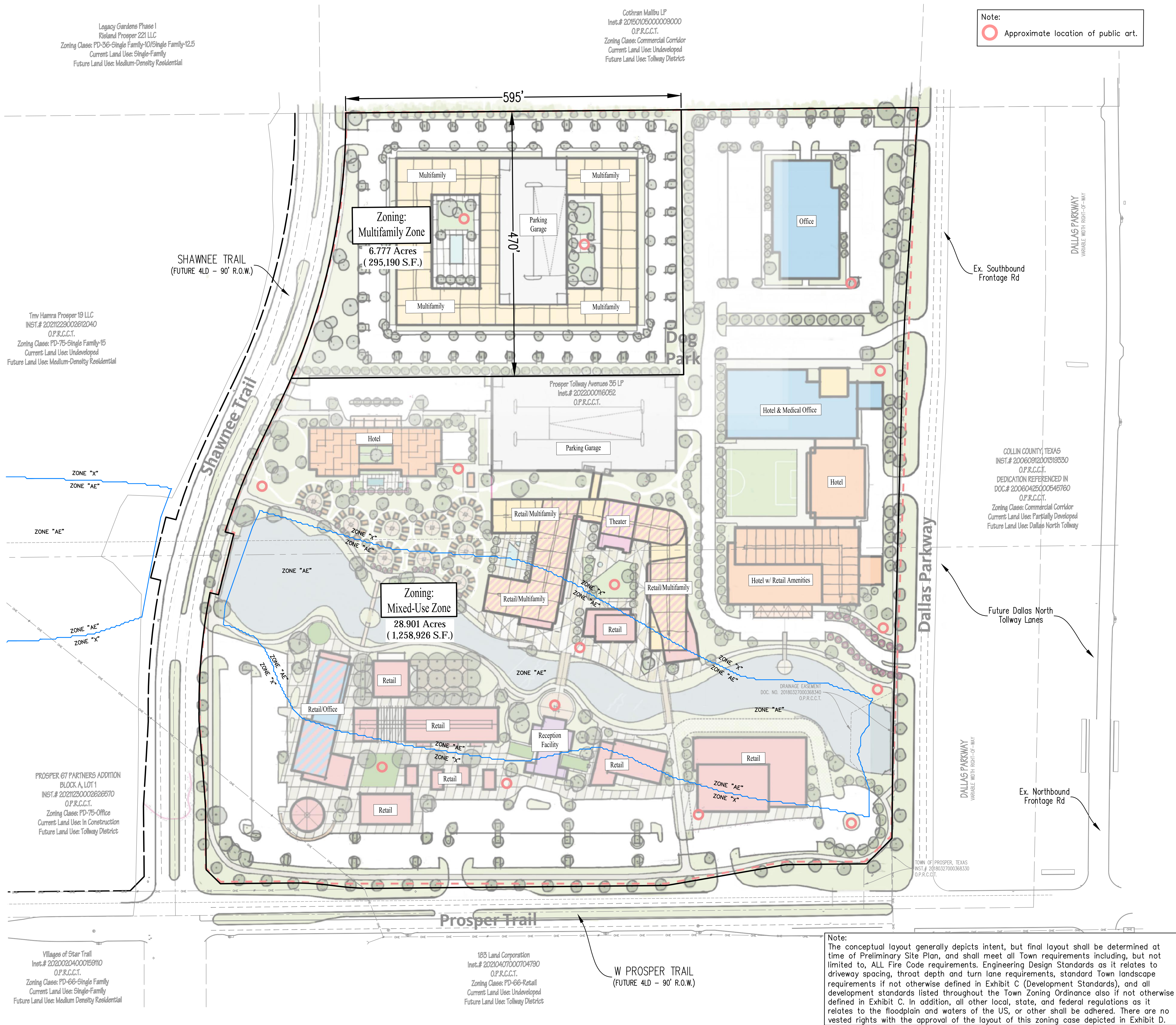
PROJECT NO. ZONE-24-0001

OWNER / APPLICANT Prosper Tollway Avenues 35, LP 5 Cowboys Way, #300 Frisco, TX 75034 Telephone: (630) 987-9275 Contact: Satya Donepudi	ENGINEER Spiars Engineering, Inc. 501 W. President George Bush Hwy, Suite 200 Richardson, TX 75080 Telephone: (972) 422-0077 TBPELS No. F-2121 And No. F-10043100 Contact: Mike Martinie
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Note:
The conceptual layout generally depicts intent, but final layout shall be determined at time of Preliminary Site Plan, and shall meet all Town requirements including, but not limited to, ALL Fire Code requirements. Engineering Design Standards as it relates to driveway spacing, throat depth and turn lane requirements, standard Town landscape requirements if not otherwise defined in Exhibit C (Development Standards), and all development standards listed throughout the Town Zoning Ordinance also if not otherwise defined in Exhibit C. In addition, all other local, state, and federal regulations as it relates to the floodplain and waters of the US, or other shall be adhered. There are no vested rights with the approval of the layout of this zoning case depicted in Exhibit D.

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Site Data Summary Table	
Multifamily Zone	
Max. Permitted Density	50 du/ac
Min. Front Yard Setback	10'
Min. Side Yard Setback	30' for structures adjacent to property line that is either zoned for Multi-Family or non-residential uses; Multiple structures constructed on the same lot shall maintain a minimum separation of 30'
Min. Rear Yard Setback	30' for structures adjacent to property line that is either zoned for Multi-Family or non-residential uses
Max. Height	5 stories, no greater than 60 feet from finished grade
Shawnee Trail Landscape Buffer	25'
Dallas Parkway Landscape Buffer	30'
Prosper Trail Landscape Buffer	25'
Mixed-Use Zone	
Min. Front Yard Setback	None
Min. Side Yard Setback	10' subject to provision of fire retardant wall as required by adopted edition of the Unified Building Code; 10 feet without fire retardant wall.
Min. Rear Yard Setback	None, if abutting an alley or fire lane and constructed with fire retardant wall; 10' subject to provision of fire retardant wall as required by adopted edition of the Unified Building Code; 10' without alley separation or fire-retardant wall.
Min. Lot Area	30,000 sq. ft
Min. Lot Width	120'
Min. Lot Depth	250'
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Lot Coverage	55%
Floor Area Ratio	2.25:1
Shawnee Trail Landscape Buffer	25'
Dallas Parkway Landscape Buffer	30'
Prosper Trail Landscape Buffer	25'

Note:
The thoroughfare alignment(s) shown on this exhibit are for illustration purposes and does not set the alignment. The alignment is determined at time of Final Plat.

Note:
All proposed driveways shall meet all Town of Prosper standards in regards to spacing, throat depth, and such.

Note:
The Traffic Impact Analysis (TIA) shall be provided at time of Preliminary Site Plan. Additional improvements or modifications may be required to accommodate results.

Note:
FEMA Floodplain depicted on this exhibit reflects Flood Insurance Rate Map (FIRM) panel number 48085C0115J, dated 6/2/2009, and Letter of Map Revision (LOMR) Case No. 21-06-1205P, dated 1/27/2022

EXHIBIT D CONCEPTUAL PLAN

PROSPER ARTS DISTRICT

2,047,881 SQ. FEET OR 47.013 ACRES (GROSS)
1,554,116 SQ. FEET OR 35.678 ACRES (NET)
OF LAND OUT OF THE
COLLIN COUNTY SCHOOL LAND #12 SURVEY
ABSTRACT NO. 147, TRACT 74
TOWN OF PROSPER
COLLIN COUNTY, TEXAS

PROJECT NO. ZONE-24-0001

OWNER / APPLICANT Prosper Tollway Avenues 35, LP 5 Cowboys Way, #300 Frisco, TX 75034 Telephone: (630) 987-9275 Contact: Satya Donepudi	ENGINEER Spiars Engineering, Inc. 801 W. President George Bush Hwy, Suite 200 Richardson, TX 75080 Telephone: (972) 422-0077 TBPELS No. F-2121 And No. F-10043100 Contact: Mike Martinie
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EXHIBIT E DEVELOPMENT SCHEDULE

The phasing and development of this project is dependent upon market conditions and the construction of the Dallas North Tollway and Prosper Trail. Upon initiation of development, the project is expected to be completed in four (4) phases. The following is the anticipated construction schedule:

Phase 1A:

- Site-wide infrastructure for all 34 Acres
- Hotel Carbon
 - 144 Rooms (Only for Hotel Guests)
 - 12 Social Spaces (Primarily for Hotel Guests but available to the public as Event/Meeting Rental Space)
 - Performance Center (Open to the Public – Leased to a 3rd Party Operator)
 - Conference Center (Open to the Public)
 - Streaming & eSports Center (Open to the Public – Leased to a 3rd Party Operator)
 - Retail Operations (Open to the Public – Leased to a 3rd Party Operator)
 - Restaurants
 - Protein Bar (Open to the Public)
 - Sports Bar (Open to the Public)
 - Food Hall (Open to the Public)
- XO2 Tower
 - Luxury Condo residences (specialized for medical recovery)
 - 1 floor of Retail Flex Space
 - 3 floors of leased medical and out-patient office
 - Rooftop workout and relaxation facility
- Outdoor Recreation Area
 - Soccer field
 - Running track
 - Covered sports pavilion
 - Enclosed multi-sport court
- Mixed-Use Zone Parking Garage

Phase 1B:

- Multi-Family Zone
Phase 1B Multifamily cannot begin until Phase 1A has a building permit and begins construction.

Phase 2:

- Mixed-Use retail and multi-family
- Theater
- Reception Facility
- Retail on the southeast quadrant

Phase 3:

- Hotel Voz on the far west
 - 4-diamond hotel status

- Luxury pods called Hako that will be complementary to the 4-diamond Hotel Voz
- Retail on the southwest quadrant

Phase 4:

- Office on Dallas Parkway

PHASING DIAGRAM

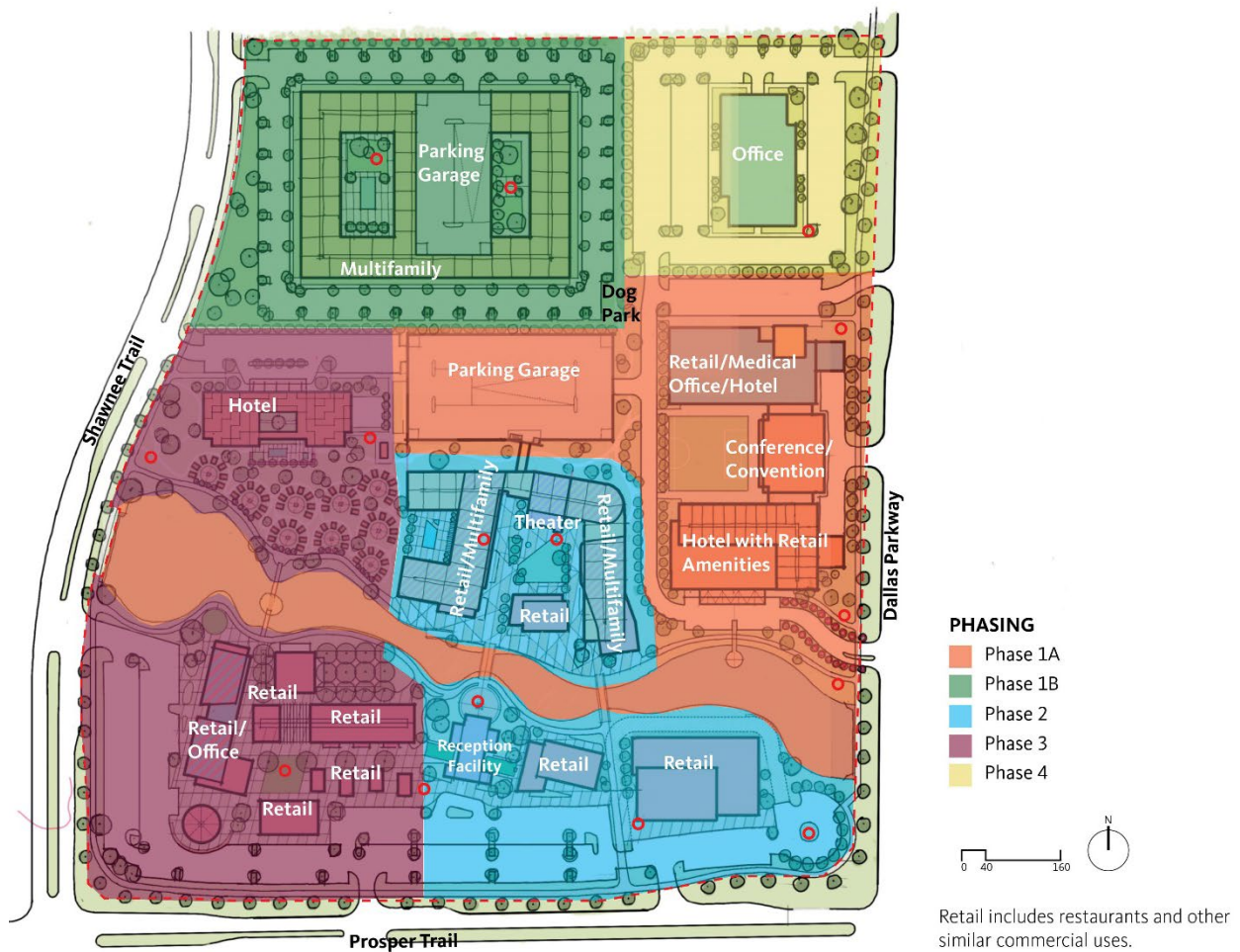


EXHIBIT F - CONCEPTUAL ELEVATIONS : RETAIL

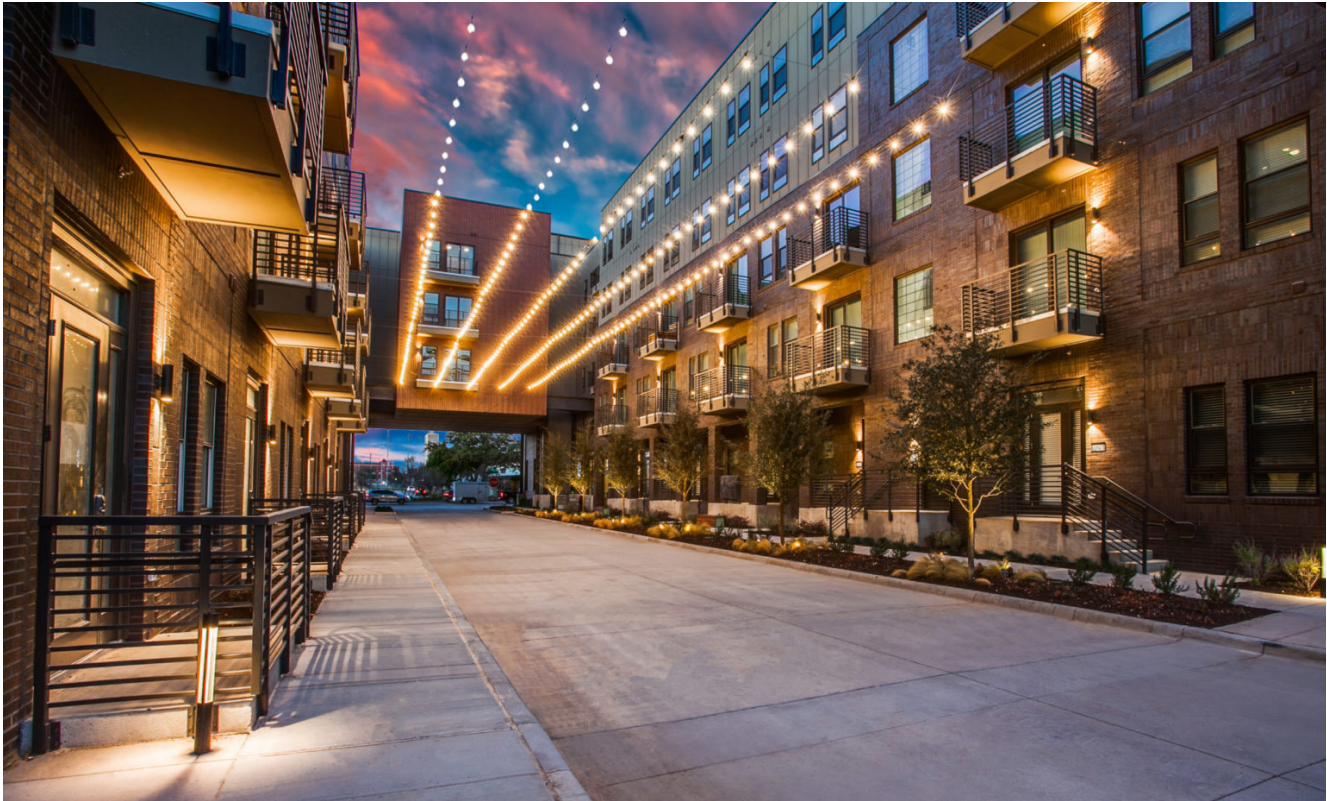
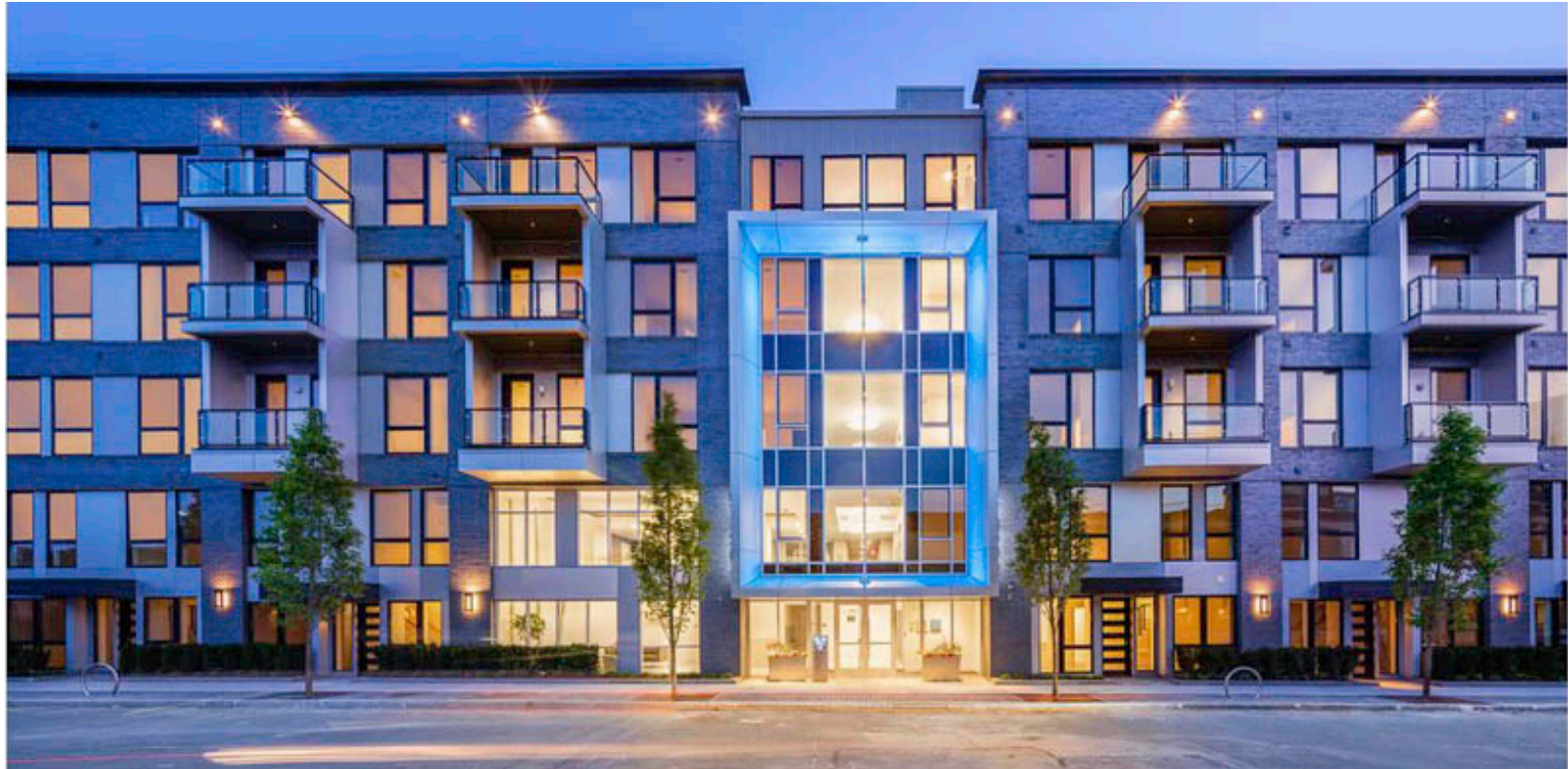


The imagery shown in this Exhibit F are intended to evoke a general look and feel for the architecture. Detailed material/style plans along with facade plans/elevations must be submitted at the time of Preliminary Site Plan and/or Site Plan approval.



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EXHIBIT F - CONCEPTUAL ELEVATIONS : MULTIFAMILY



The imagery shown in this Exhibit F are intended to evoke a general look and feel for the architecture. Detailed material/style plans along with facade plans/elevations must be submitted at the time of Preliminary Site Plan and/or Site Plan approval.

EXHIBIT F - CONCEPTUAL ELEVATIONS : OFFICE



The imagery shown in this Exhibit F are intended to evoke a general look and feel for the architecture. Detailed material/style plans along with facade plans/elevations must be submitted at the time of Preliminary Site Plan and/or Site Plan approval.

PROSPER ARTS DISTRICT DEVELOPMENT AGREEMENT

THIS PROSPER ARTS DISTRICT DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the Town of Prosper, Texas ("Town"), and Prosper Tollway Avenues 35, LP. ("Developer"), individually, a "Party" and collectively, the "Parties," to be effective (the "Effective Date") on the latest date executed by a Party.

WHEREAS, the Town is a home-rule municipal corporation, located in Collin County and Denton County, Texas, organized and existing under the laws of the State of Texas; and

WHEREAS, Developer is developing a project in the Town known as Prosper Arts District ("Property"), a legal description of which Property is attached hereto as Exhibit A and incorporated by reference; and

WHEREAS, the Property was rezoned by the Town Council on or about _____, and this Agreement seeks to incorporate, in part, the negotiated and agreed upon development standards contained in the underlying zoning ordinance, as may be amended, and/or this Development Agreement, to recognize Developer's reasonable investment-backed expectations in said development, as may be amended, and as more fully described herein.

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Parties to this Agreement agree as follows:

1. Development Standards. For any structure built on the Property following the Effective Date, it shall comply with the requirements contained in Exhibit B, "Building Materials," attached hereto and incorporated herein. The Parties agree and acknowledge that the provisions of this Paragraph shall apply to any structure constructed subsequent to the execution of this Agreement. Nothing in this Agreement shall be deemed to modify or otherwise amend any zoning regulation duly adopted by the Town, previously or in the future.

2. Maintenance of Landscape Areas.

A. Developer agrees to maintain all Landscape Areas (including all vegetation) on the Property, as referenced and/or depicted in the applicable zoning ordinance, as amended, free of weeds, tall grass, rubbish, brush and other objectionable, unsightly or unsanitary matter, as defined in Article 6.03 of Chapter 6 of the Town's Code of Ordinances, as amended. Further, Developer agrees that landscape maintenance obligations referenced herein include mulching of Landscape Areas, prompt replacement of dead or dying vegetation with new vegetation, mowing of Landscape Areas, where required, and other routine and regular maintenance of plants and other vegetation.

B. In the event that any Landscape Area or plants or vegetation is/are not properly maintained in accordance with this Agreement, the Town may give written notice to Developer of such failure to maintain and Developer shall promptly address such failure, taking into account the type(s) and species of such plants and vegetation and applicable planting cycles of same. After such notice, and Developer's failure to address same, Developer agrees and acknowledges that the Town shall have the right to go onto Developer's property and replace, replant or otherwise address such failure to maintain any Landscape Area or plants or vegetation, with an invoice of costs incurred by the Town being promptly provided by the Town to Developer. In the event Developer does not pay such invoice within thirty (30) days of receipt by Developer, the Town may file a lien on the Property for the costs it incurred for the work done, including a reasonable administrative fee. Any failure to maintain any Landscape Area, plants or vegetation shall not be considered a default in accordance with Paragraph 7 of this Agreement, and any obligations referenced in said Paragraph shall not be applicable to this Paragraph 2.

C. Notwithstanding any provision in this Paragraph to the contrary, the Town specifically reserves the right to take enforcement action and/or file a complaint against Developer in the Town's municipal court (or other appropriate forum) relative to weeds, tall grass, rubbish, brush and other objectionable, unsightly or unsanitary matter on the Property, in accordance with Article 6.03 of Chapter 6 of the Town's Code of Ordinances, as amended.

3. Periodic Review of the Property's Zoning by the Town Council. The Town Council reserves the right to periodically review the progress and/or scope of development of the Property pursuant to the terms of any zoning regulations applicable to the Property, and in the event any amendment(s) or revision(s) to said zoning regulations are deemed reasonably appropriate and have the written approval of the Developer, the Town may provide appropriate notices for Town consideration of same, pursuant to the provisions of Chapter 211 of the Texas Local Government Code, as amended, and the Town's Zoning Ordinance, as amended.

4. Certain Business Establishments Prohibited. Developer agrees and acknowledges that it will not lease, sell or otherwise permit or authorize on the Property any of the following business establishments: (1) credit access businesses, as defined in Texas Finance Code § 393.601, as amended, including but not limited to payday lending businesses, "cash for title" lenders, and credit services businesses, as defined in Texas Finance Code § 393.001, as amended; (2) body art facilities; (3) smoke or vape shops; (4) any business entity that sells drug paraphernalia; (5) any business establishment offering gaming or slot machines; (6) sex shops, including but not limited to business entities whose primary purpose is the sale of lewd merchandise; (7) pawn shops; and (8) business entities which primarily utilize outdoor storage or displays. Additionally, Developer agrees and acknowledges that it will not lease, sell or otherwise permit or authorize on the Property a package liquor store, which for purposes of this Agreement is defined as any business entity that is required to obtain a Package Store Permit (P) from the Texas Alcoholic Beverage Commission for the off-premises consumption of alcohol.

5. Covenant Running with the Land. The terms, conditions, rights, obligations, benefits, covenants and restrictions of the provisions of this Agreement shall be deemed covenants running with the land, and shall be binding upon and inure to the benefit of the Developer and its heirs, representatives, successors and assigns. This Agreement shall be deemed to be incorporated into each deed and conveyance of the Property or any portion thereof hereafter made by any other Developers of the Property, regardless of whether this Agreement is expressly referenced therein.

6. Applicability of Town Ordinances. Developer shall develop the Property, and construct all structures on the Property, in accordance with all applicable Town ordinances and building/construction codes.

7. Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If either Party is in default under this Agreement, the other Party shall have the right to enforce the Agreement in accordance with applicable law, provided, however, in no event shall any Party be liable for consequential or punitive damages.

8. Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Collin County, Texas. Exclusive venue for any action arising under this Agreement shall lie in Collin County, Texas.

9. Notice. Any notices required or permitted to be given hereunder (each, a "Notice") shall be given by certified or registered mail, return receipt requested, to the addresses set forth below or to such other single address as either party hereto shall notify the other:

If to the Town: The Town of Prosper
 250 W. First Street
 Prosper, Texas 75078
 Attention: Town Manager

If to Developer: Prosper Tollway Avenues 35, LP.
 5 Cowboys Way St. 300
 Frisco, TX 75034
 Attention: Krishna Nimmagadda

10. Prevailing Party. In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

11. Entire Agreement. This Agreement contains the entire agreement between the Parties hereto with respect to development of the Property and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any Party.

12. Savings/Severability. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

13. Binding Agreement. A telecopied facsimile of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms herein, including without limitation a scanned copy sent via electronic mail by either Party.

14. Authority to Execute. This Agreement shall become a binding obligation on the Parties upon execution by all Parties hereto. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. Developer warrants and represents that the individual executing this Agreement on behalf of Developer has full authority to execute this Agreement and bind Developer to the same. The Town Council hereby authorizes the Town Manager of the Town to execute this Agreement on behalf of the Town.

15. Filing in Deed Records. This Agreement, and any and all subsequent amendments to this Agreement, shall be filed in the deed records of Collin County, Texas.

16. Mediation. 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 nonbinding mediation.

17. Notification of Sale or Transfer; Assignment of Agreement. Developer shall notify the Town in writing of any sale or transfer of all or any portion of the Property, within ten (10) business days of such sale or transfer. Developer has the right (from time to time without the consent of the Town, but upon written notice to the Town) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Developer under this Agreement, to any person or entity (an "Assignee") that is or will become an Developer of any portion of the Property or that is an entity that is controlled by or under common control with Developer. Each assignment shall be in writing executed by Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement. A copy of each assignment shall be provided to the Town within ten (10) business days after execution. Provided that the successor Developer assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement, the assigning party will be released from any rights and obligations under this Agreement as to the Property that is the subject of such assignment, effective upon receipt of the assignment by the Town. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment. Developer shall maintain true and correct copies of all assignments made by Developer to Assignees, including a copy of each executed assignment and the Assignee's Notice information.

18. Sovereign Immunity. The Parties agree that the Town has not waived its sovereign immunity from suit by entering into and performing its obligations under this Agreement.

19. Effect of Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the Town Council; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

20. Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

21. Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original.

22. Amendment. This Agreement shall not be modified or amended except in writing signed by the Parties. A copy of each amendment to this Agreement, when fully executed and recorded, shall be provided to each Party, Assignee and successor

Developer of all or any part of the Property; however, the failure to provide such copies shall not affect the validity of any amendment.

23. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the date referenced herein.

TOWN:

THE TOWN OF PROSPER, TEXAS

By: _____
Name: Mario Canizares
Title: Town Manager, Town of Prosper

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the ____ day of _____, 2024, by Mario Canizares, Town Manager of the Town of Prosper, Texas, on behalf of the Town of Prosper, Texas.

Notary Public, State of Texas
My Commission Expires: _____

DEVELOPER:**Prosper Tollway Avenues 35, LP.**

By: _____
 Name: Krisha Nimmagadda
 Title: _____

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the ____ day of _____, 2024, by Krishna Nimmagadda on behalf of Prosper Tollway Avenues 35, LP., known to be the person whose name is subscribed to the foregoing instrument, and that he executed the same on behalf of and as the act of Developer.

 Notary Public, State of Texas
 My Commission Expires: _____

EXHIBIT A
(Property Depiction)

DRAFT

EXHIBIT B **(Building Materials)**

Multifamily Zone:

1. Architectural and Material Standards.

i. Review and Approval Process.

1. Conceptual Architectural and Material Standards.

The applicant shall submit a detailed materials and style plan along with sample elevations and renderings to define the architectural character of the property. This shall be submitted at the time of Preliminary Site Plan submission.

2. Final Architectural and Material Standards.

The applicant shall submit a Façade Plan and Material Sample Board for each structure at the time of Site Plan submission.

3. The conceptual elevations in Exhibit F are intended to evoke a general look and feel of the architecture of the various land use types. Changes to materials and architectural elements are permitted so long as the building elevations adhere to the design guidelines outlined in the Design Guidelines of this Exhibit C.

ii. Design Guidelines.

1. All buildings must be a minimum of eighty percent (80%) primary materials, excluding windows and doors on each façade.

2. Primary materials include fiber cement panel, metal composite material (examples include, but not limited to Centria and Alucobond), steel plate, clay fired brick, natural and manufactured stone, granite, and marble.

3. On each façade, stucco is limited to a maximum ten percent (10%) on the first floor, a maximum thirty percent (30%) on the second and third stories, and a maximum fifty percent (50%) on the fourth story and above.

4. The style of all buildings must be consistent and in keeping with the style of the entire Multifamily Zone.

5. All materials and exterior colors shall be compatible with those used throughout the development.

6. Horizontal and vertical building articulation is required on all elevations. This may be achieved through recessed or projected architectural elements, variations in roof line, etc.

7. No single finish shall cover more than eighty (80) percent of the front of any building.

Mixed-Use Zone:

1. Architectural and Material Standards.

- i. Review and Approval Process.

1. Conceptual Architectural and Material Standards.

The applicant shall submit a detailed materials and style plan along with sample elevations and renderings to define the architectural character of the property. This shall be submitted at the time of Preliminary Site Plan submission.

2. Final Architectural and Material Standards.

The applicant shall submit a Façade Plan and Material Sample Board for each structure at the time of Site Plan submission.

3. The conceptual elevations in Exhibit F are intended to evoke a general look and feel of the architecture of the various land use types. Changes to materials and architectural elements are permitted so long as the building elevations adhere to the design guidelines outlined in the Design Guidelines of this Exhibit C. The Mixed-Use Zone should offer architectural diversity between buildings, with each structure contributing its own unique flair that blends styles, materials, and artistic expressions in this dynamic arts district.

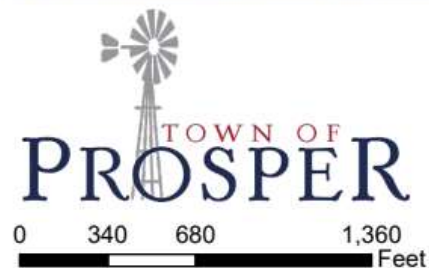
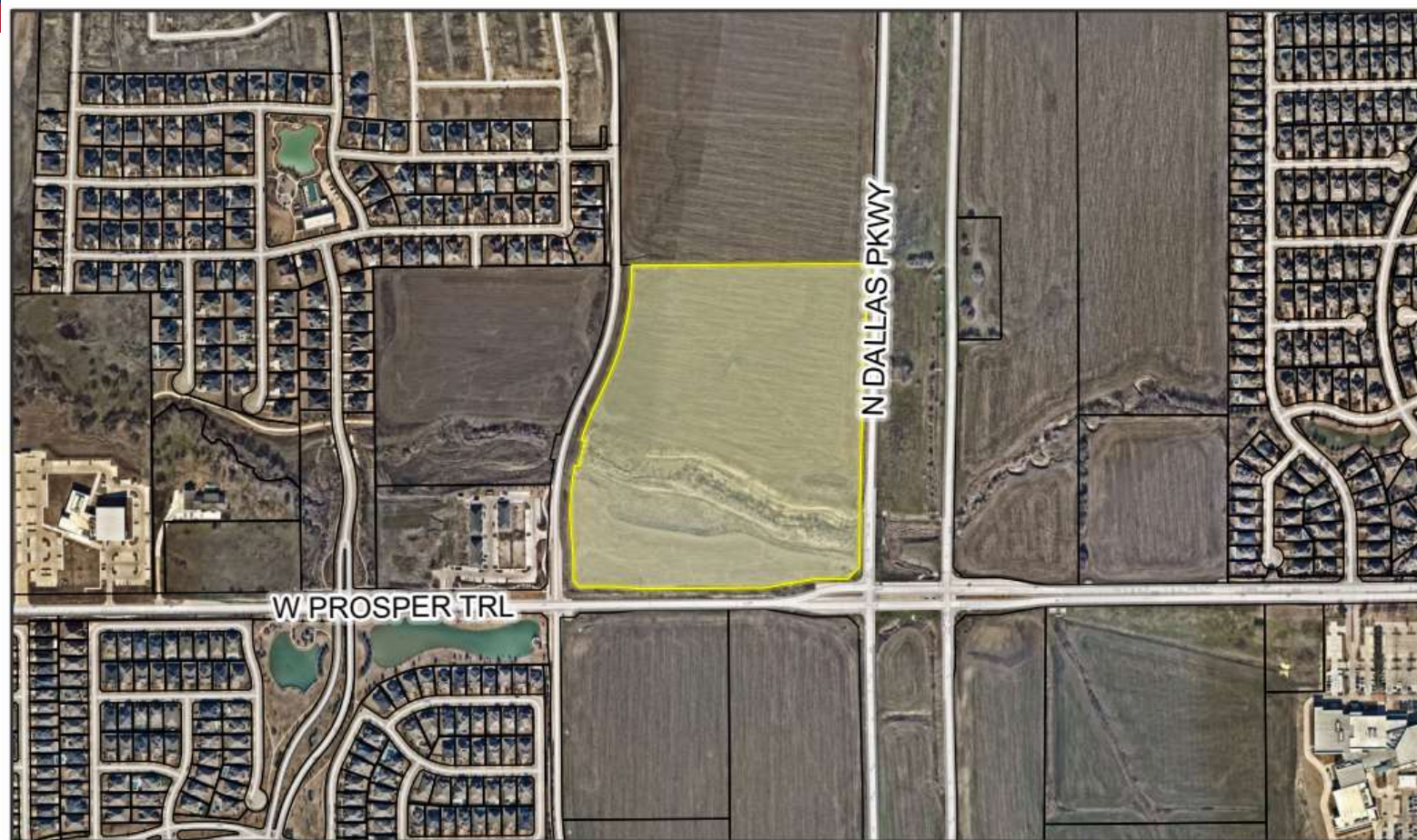
4. Structured Garages. Any elevation or portion of an elevation of a structured garage that is not wrapped by a building or is visible from Dallas Parkway/Tollway shall have architectural styles and materials compatible with the adjacent or attached structure to ensure the exposed structured garage elevation gives the appearance of a building rather than a blank parking garage. Cladding, murals, or other artistic expressions shall be used to enhance the overall architectural character of the structured garage.

- ii. Design Guidelines.

1. All buildings must be a minimum of eighty percent (80%) primary materials, excluding windows and doors on each façade.

2. For purposes of this section, primary materials shall include: metal composite material (examples include, but not limited to Centria and Alucobond), steel plate, clay fired brick, natural and manufactured stone, granite, and marble.
3. On each façade, fiber cement panel and stucco are each limited to a maximum ten percent (10%) on the first floor, a maximum thirty percent (30%) on the second and third stories, and a maximum fifty percent (50%) on the fourth story and above.
4. All materials and exterior colors shall be compatible throughout the development.
5. Horizontal and vertical building articulation is required on all elevations. This may be achieved through recessed or projected architectural elements, variations in roof line, etc.
6. No single finish shall cover more than eighty (80) percent of the front of any building.
7. Storefronts on façade treatments that span multiple tenants shall use architecturally compatible materials, colors, details, awning signage, and lighting fixtures. Retail ground floor shall have windows covering a minimum of 60% of the major street and/or public-realm fronting façade(s).
8. Architectural elements should tie into and play off of the historical features throughout the Town of Prosper, including but not limited to the silos and windmills to ensure this development feels connected to the Town as a whole. Modern elements and artistic expression may be used to play off of the historic theme of Prosper.

Location



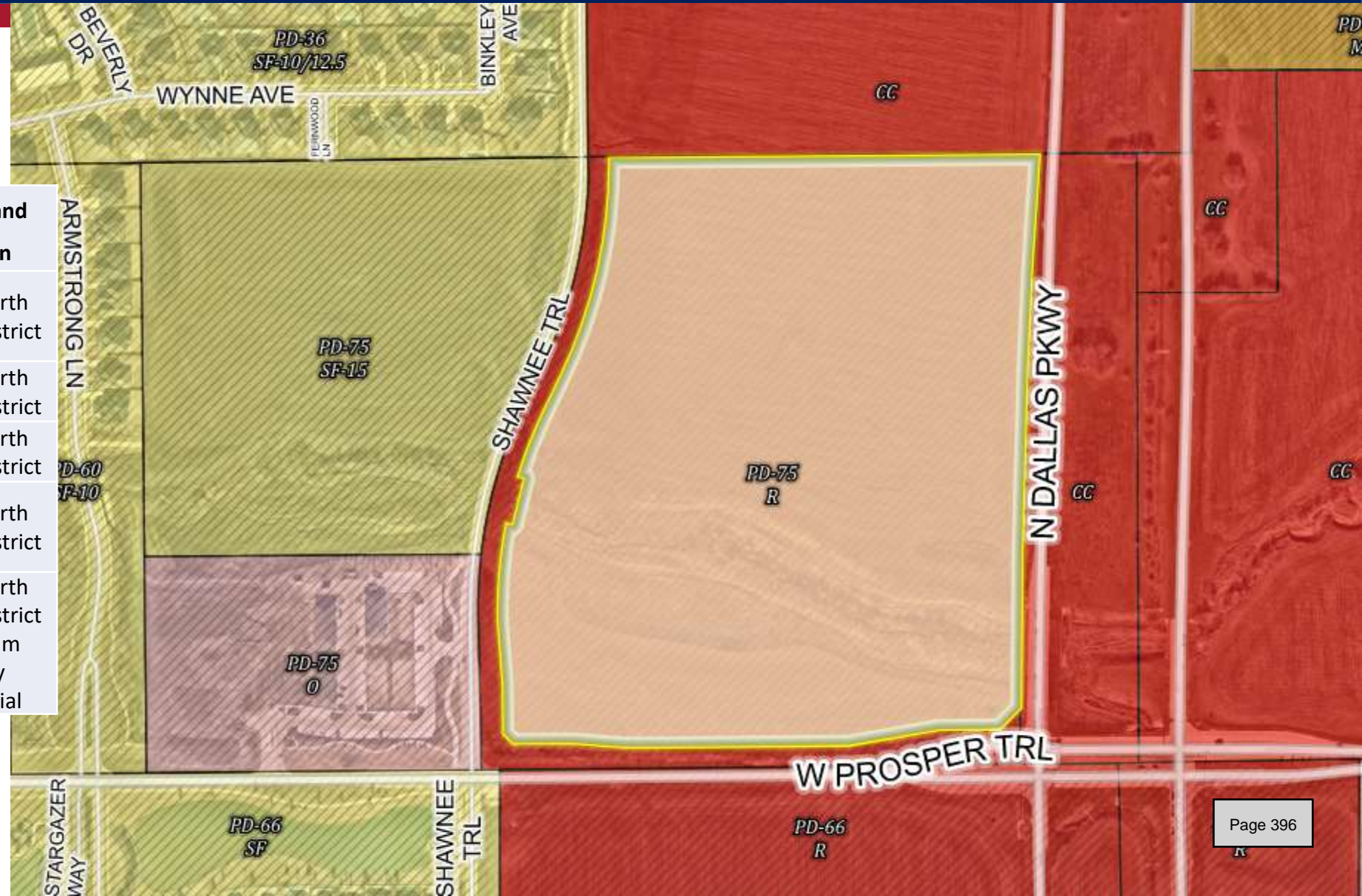
ZONE-24-0001

Prosper Arts District

Planned Development

Zoning & Land Use

	Zoning	Current Land Use	Future Land Use Plan
Subject Property	Planned Development-75 (Retail)	Vacant	Dallas North Tollway District
North	Commercial Corridor	Vacant	Dallas North Tollway District
East	Commercial Corridor	Vacant	Dallas North Tollway District
South	Planned Development-66 (Retail)	Vacant	Dallas North Tollway District
West	Planned Development-75 (Office & Single Family-15)	Office & Vacant	Dallas North Tollway District & Medium Density Residential



The map shows a section of the Dallas North Tollway (US Highway 75) and surrounding areas. Key features include:

- Subject Property:** Indicated by a white triangle pointing to a small parcel on the east side of the tollway, north of Prosper Trail.
- Prosper Trail:** A road running east-west, south of the Subject Property.
- Shawnee Trail:** A road running east-west, south of Prosper Trail.
- Dallas North Tollway:** The main north-south corridor running through the center of the map.
- University Parkway:** A road running east-west at the bottom of the map.
- Other Roads:** Frontiers Parkway, Legacy Parkway, and University Parkway are also labeled.
- Color Coding:** The map uses various colors to denote different land use types or zoning districts, such as yellow, green, blue, and red.

 Low Density Residential	 Dallas North Tollway District	 Dallas North Tollway, Dedicated Truck Route
 Medium Density Residential	 US Highway 380 District	 6 Lane Divided
 High Density Residential	 Parks	 4 Lane Divided
 Retail & Neighborhood Services	 Floodplain	 Commercial Collector
 Business Park	 School District Properties	 3 Lane Undivided Couplet
 Old Town District	 Town Limits	 Access Roads
 Town Center	 ETJ	 Old Town Roads

Dallas North Tollway District

The Dallas North Tollway District will consist of the most intense land uses within Prosper. A diverse mixture of office, retail, and residential will likely develop along the corridor. Mid-rise office (up to 12 stories) may be permitted throughout the corridor. Office buildings should be designed for a “campus feel”—they should be oriented towards common public space with significant landscaping and should be linked by a pedestrian network. A common architectural theme should also be established for a consistent visual appearance. Mixed-use development should be encouraged and should contain a mixture of office, retail and residential uses. Mixed-use lofts/apartments would be the most appropriate residential use within this District. Structured parking should be encouraged in more intense areas to limit the presence and visibility of large parking lots. Structured parking should be oriented to minimize visibility from the Tollway. The Town may explore an overlay zoning district to better accommodate the preferred development outcomes in the Dallas North Tollway District.

Use Appropriateness			
<ul style="list-style-type: none"> ● ● ● = Appropriate primary uses ● ● ○ = Conditional as primary uses ● ○ ○ = Conditional as secondary uses ○ ○ ○ = Inappropriate use 			
Residential		Nonresidential	
Agricultural	○ ○ ○	Mixed-Use, Neighborhood Scale	○ ○ ○
Cluster Subdivision	○ ○ ○	Mixed-Use, Community Scale	● ● ●
Single-Family, Large Lot	○ ○ ○	Mixed-Use, Regional Scale	● ● ●
Single-Family, Medium Lot	○ ○ ○	Neighborhood Office and Commercial	● ● ○
Single-Family, Small Lot	○ ○ ○	Regional Office and Commercial	● ● ●
Townhome	○ ○ ○	Neighborhood Shopping Center	● ● ○
Duplex	○ ○ ○	Regional Shopping Center	● ● ●
Senior Housing	● ○ ○	Light Industrial/Flex Space	○ ○ ○
Apartment	● ● ○	Civic/Recreation/Open Space	● ● ○

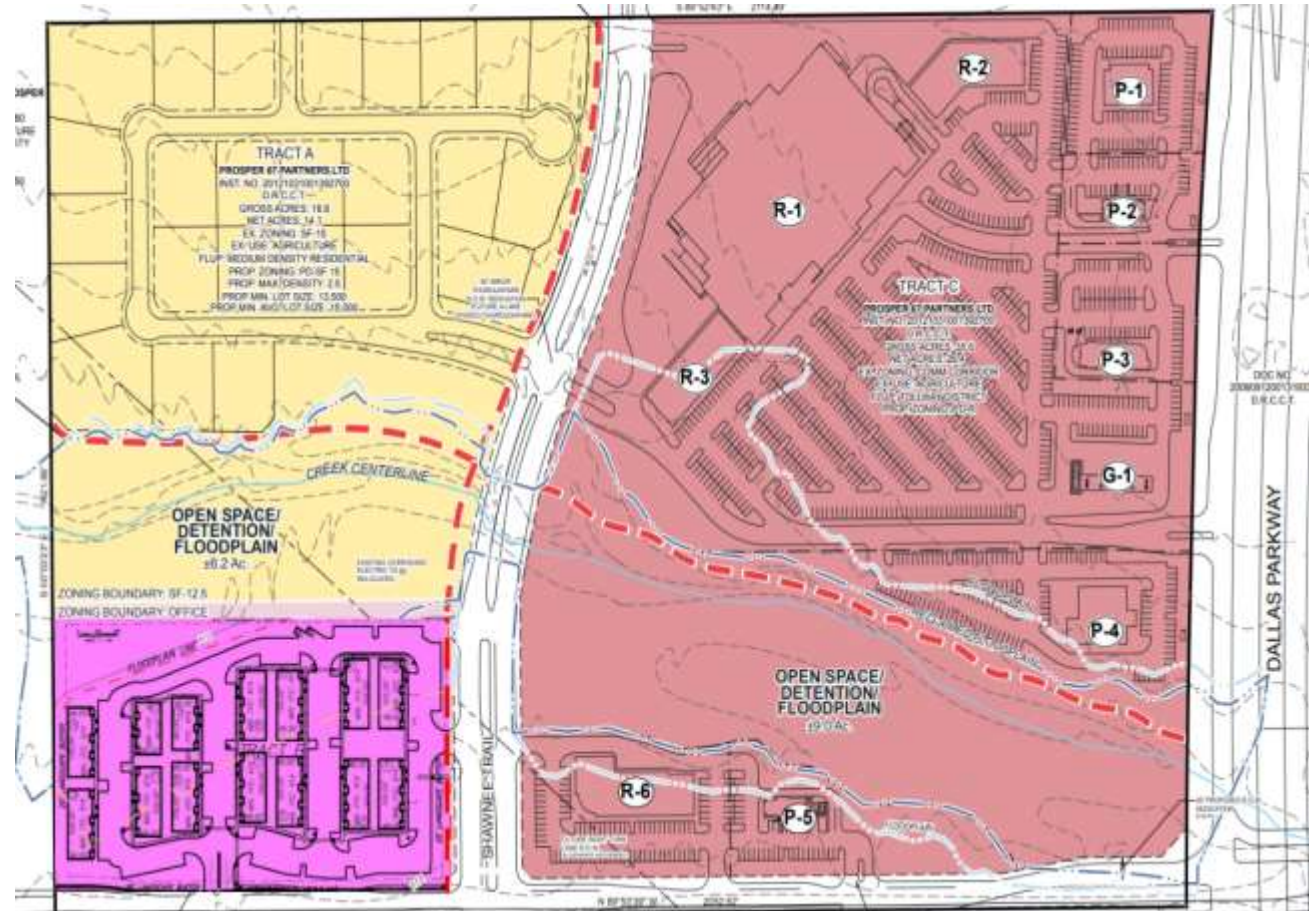
Current Zoning Planned Development-75

Property was rezoned PD-75 on March 26, 2019 (Ordinance No. 19-16).

Office – The northwest corner of Shawnee Trail and Prosper Trail.

Single Family-15 – The west side of Shawnee Trail, north of the office development.

Retail – Between Dallas Parkway and Shawnee Trail, north of Prosper Trail. This is the property which the applicant requests to rezone, creating a new Planned Development.



[illegible]

Uses – Multifamily Zone

Permitted

1. Multifamily Dwelling
2. Accessory Building
3. House of Worship
4. Municipal Uses Operated by Town of Prosper
5. Park or Playground
6. Private Recreation Center
7. Home Occupation

Uses – Mixed-Use Zone

Permitted

1. Administrative, Medical or Professional Office
2. Wine Bar
3. Cocktail Lounge
4. Cigar Bar
5. Antique Shop and Used Furniture
6. Artisan's Workshop
7. Automobile Parking Lot/Garage
8. Automobile Paid Parking Lot/Garage
9. Bank, Savings and Loan, or Credit Union
10. Beauty Salon/Barber Shop
11. Business Service
12. Caretaker's/Guard's Residence
13. Catering
14. Civic/Convention Center
15. Convenience Store without Gas Pumps
16. Dry Cleaning, Minor
17. Governmental Office
18. Gymnastics/Dance Studio
19. Health/Fitness Center
20. Hospital
21. Hotel, Full Service
22. Hotel, Residence/Extended Stay (XO2)
23. House of Worship
24. Insurance Office

Uses – Mixed-Use Zone

Permitted, cont.

- 25. Meeting/Banquet/Reception Facility
- 26. Mobile Food Vendor
- 27. Multifamily, if over a minimum 1-floor of non-residential uses.
- 28. Municipal Uses Operated by the Town of Prosper
- 29. Museum/Art Gallery
- 30. Outdoor Merchandise Display, Temporary
- 31. Park or Playground
- 32. Print Shop, Minor
- 33. Private Club
- 34. Private Recreation Center
- 35. Restaurant (without a drive-through)
- 36. Retail Stores and Shops
- 37. Retail/Service Incidental Use
- 38. Theater, Neighborhood

Uses – Mixed-Use Zone

Specific Use Permit

1. Commercial Amusement, Indoor
2. Commercial Amusement, Outdoor
3. Farmer's Market
4. Furniture, Home Furnishings and Appliance Store
5. Helistop
6. Outdoor Merchandise Display, Incidental
7. Pet Day Care
8. Rehabilitation Care Institution
9. Veterinarian Clinic and/or Kennel, Indoor

Multifamily Units:

All multifamily units will consist of one, two and three bedrooms. The minimum size of a one-bedroom or two-bedroom unit is 850 square feet. An additional 150 square feet is required for an additional (third) bedroom. No more than ten percent of the units may contain three-bedrooms.

Density:

The maximum number of residential units allowed within the entire Planned Development is 515.

Multifamily Zone – The density in this zone is 50 units per acre. The maximum number will be based on the area, which may fluctuate somewhat as the plans are finalized. Per the Conceptual Plan (Exhibit D), the property is shown as 6.777 acres. At 50 units per acre, the maximum number of units is 338.

Mixed-Use Zone – The maximum density of this zone is 60 units per acre with a maximum of total units.

Building Height:

Multifamily Zone – Five (5) stories, no greater than sixty (60) feet from finished grade.

Parking garage height will be no greater than that of the wrapped residential building.

Mixed-Use Zone – Nine (9) stories, no greater than 110 feet along Shawnee Trail and 14 stories, no greater than 170 feet along Dallas Parkway.

Parking garage height varies depending on whether the garage is stand-alone or in conjunction with another building. Stand-alone garages shall not exceed seven (7) stories or 75 feet. Attached garages cannot be taller than the adjoining or wrapped building.

Building Setbacks:

Building setbacks are defined in Exhibit C. Multifamily structures can have a 10-foot or greater front setback with 30-foot side and rear setbacks. Buildings shall be 30 feet apart. There are no setback requirements in the Mixed-Use Zone, with the exception of meeting Fire Code standards.

Parking:

All multifamily units within the Planned Development will be parked as follows:

- One and one-half (1.5) spaces per dwelling unit for one-bedroom and two-bedroom units
- For every additional room, an additional parking space is required.

Multifamily Zone – The arrangement of multifamily buildings shall be organized so that resident parking is provided in a structured garage that is wrapped by the residential units. A maximum 25% of the garage may be exposed; however, the architecture of that portion must have architecture to give the appearance of a building rather than a parking garage. Visitor and other ancillary parking may be located on the drive aisle/fire lane that wraps the multifamily development.

Mixed-Use Zone – Parking for the multifamily will be in structured garages. Parking between uses is intended to be shared. A shared parking arrangement will be determined at the time of preliminary site plan review.

Sidewalks:

Multifamily Zone – Seven-foot sidewalks are required in front of buildings. This will allow for entry doors into each unit from the exterior of the building and a space for outdoor patios.

Mixed-Use Zone – A 15-foot sidewalk is required along the fronts of primary buildings, along drive aisles and parking rows.

Landscape Buffers:

The minimum landscape buffers along the streets shown on the Thoroughfare Plan are as follows:

- Twenty-five (25) feet along Prosper Trail
- Twenty-five (25) feet along Shawnee Trail
- Thirty (30) feet along Dallas Parkway.

In the Multifamily Zone, the requirement for landscape islands in the surface parking that surrounds the building is one island between a maximum of seven parking spaces.

The standard Ordinance requirement for the Multifamily district is one landscape island between every five parking spaces for parking areas between the building and a public street and one island between every 12 parking spaces for parking elsewhere on the site.

Open Space and Trails:

The floodplain bisects the property east to west. This natural feature was identified the existing Planned Development as an open space area with walking paths, and it is a primary feature of this proposal. It is intended to be an amenity to serve both zones with connecting trails/sidewalks throughout the development.

The amount of open space proposed for the entire development is 15%, which is approximately 5.4 acres. Exhibit C, Section G(1) describes the criteria for the development of the open space, including the following:

- A minimum 30% of the Multifamily Zone area will be open space. Of this, one-third must be provided within the bounds of that zone. The remaining area can be allocated elsewhere within the entire development.
- No more than 60% of the useable open space can be detention or within floodplain.
- Amenities are required within the open space.
- Buildings must side or face the open space areas to the greatest extent possible.

Detention/Retention:

Detention located within the Floodplain must meet all Town of Prosper, FEMA and all other applicable regulations. The proposed man-made water feature, located in the approximate location of the existing creek bed, will be sized to accommodate the proposed development on both sides as shown on the Conceptual Plan.

Architectural Standards:

Buildings will be designed to front onto adjacent public streets with minimal parking in front of the buildings. Garages that are visible from the Tollway will be designed so that it will appear as a building façade rather than a structured garage.

Building Materials:

Examples of buildings are provided in Exhibit F. These will be further refined when preliminary site plan and site plan applications are submitted for review.

Regarding building materials, the applicant proposes the following:

- All buildings must be a minimum of eighty percent (80%) primary materials, excluding windows and doors on each façade.
- Primary materials include fiber cement panel, metal composite material (examples include, but not limited to Centria and Alucobond), steel plate, clay fired brick, natural and manufactured stone, granite, and marble. *(In the Mixed-Use Zone, fiber cement panel is excluded as a primary material.)*
- On each façade, stucco is limited to a maximum ten percent (10%) on the first floor, a maximum thirty percent (30%) on the second and third stories, and a maximum fifty percent (50%) on the fourth story and above. *(In the Mixed-Use Zone, stucco and fiber cement panels are each limited to these percentage caps.)*
- No single finish shall cover more than eighty percent (80%) of the front of any building.
- First floors in the Mixed-Use Zone will have a minimum ceiling height of 14 feet and will have windows covering 60% of the facades that face a major street and/or public-realm.

Public Art:

A minimum of 24 public art installations shall be included throughout the entire project. The placement and types of public art will be determined at the time of development and are subject to the approval of the Director of Development Services.

Phasing:

The project will be developed in the following manner:

Phase 1A:

- Site-wide infrastructure for all 34 Acres
- Hotel Carbon
 - 144 Rooms (Only for Hotel Guests)
 - 12 Social Spaces (Primarily for Hotel Guests but available to the public as Event/Meeting Rental Space)
 - Performance Center (Open to the Public – Leased to a 3rd Party Operator)
 - Conference Center (Open to the Public)
 - Streaming & eSports Center (Open to the Public – Leased to a 3rd Party Operator)
 - Retail Operations (Open to the Public – Leased to a 3rd Party Operator)
 - Restaurants
 - Protein Bar (Open to the Public)
 - Sports Bar (Open to the Public)
 - Food Hall (Open to the Public)
- XO2 Tower
 - Luxury Condo residences (specialized for medical recovery)
 - 1 floor of Retail Flex Space
 - 3 floors of leased medical and out-patient office
 - Rooftop workout and relaxation facility
 - Outdoor Recreation Area
 - Soccer field
 - Running track
 - Covered sports pavilion
 - Enclosed multi-sport court
- Mixed-Use Zone Parking Garage

Phasing:

Phase 1B:

- Multi-Family Zone - Phase 1B Multifamily cannot begin until Phase 1A has a building permit and begins construction.

Phase 2:

- Mixed-Use retail and multi-family
- Theater
- Reception Facility
- Retail on the southeast quadrant

Phase 3:

- Hotel Voz on the far west
 - 4-diamond hotel status
 - Luxury pods called Hako that will be complementary to the 4-

diamond Hotel Voz

- Retail in the southwest quadrant

Phase 4:

- Office on Dallas Parkway

PHASING DIAGRAM



Conceptual Elevations Retail (Exhibit F)



Conceptual Elevations Hotel (Exhibit F)



Conceptual Elevations Multifamily (Exhibit F)



Conceptual Elevations Office (Exhibit F)



Planning & Zoning Commission

April 23, 2024 – Held Public Hearing and Tabled case to May 7, 2024

May 7, 2024 – Item was Tabled to May 21, 2024, without discussion

May 21, 2024 – Item was Approved (5-1) with conditions. Commissioner Jackson voted in opposition; no reason was given.

Planning & Zoning Commission Motion

Approve this item subject to staff comments plus the following changes:

- Phasing is going to be adjusted. Phase 1A will include the infrastructure plus the medical office/hotel, conference/convention center, hotel with retail amenities on the east side of the project closest to Dallas Parkway, including the parking garage.
- Phase 1B will be the multifamily in the northwest quadrant.
- Phase 2 will be mixed-use retail, multifamily, and theatre, plus the reception facility and retail on the southeast quadrant.
- Phase 3 will be the hotel plus retail on the far west side of the project. The hotel in Phase 3 will have 4-diamond status and will include luxury pods called Hako that will be complementary to the 4-diamond hotel named Hotel VOZ.
- Additional updates to the Mixed-Use Zone, Section 5.ii.3 in Exhibit C, removing fiber cement from number 2 and adding it to number 3.
- Under G.1.viii, in Exhibit C, strike items 2 and 3.
- Move three items to a Specific Use Permit category as opposed to approved by right, which will be the Commercial Amusement Indoor facility, Furnishing, Home Furnishing and Appliance Store, and the Veterinarian Clinic and/or Kennel, Indoor.
- The trigger for Phase 1B is that Phase 1A will need to have started construction – building permits.
- Phase 4 remains the same with office.

Conclusion

Notices:

- For Planning & Zoning Commission Meeting: Mailings sent Friday, April 12th
- For Town Council: Noticed in the newspaper on May 10th

Citizen Response:

- Favorable comments received at the Public Hearing on April 23, 2024.

Recommendation:

- Approval



Town Manager's Office

To: Mayor and Town Council

From: Mario Canizares, Town Manager's Office

Re: Adopting the Revised Town Council's Strategic Visioning Priorities

Town Council Meeting – May 28, 2024

Strategic Visioning Priority 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act to adopt and re-affirm the revised Strategic Visioning Priorities of the Prosper Town Council.

Description of Agenda Item:

In April of 2023, the Town Council formally adopted a set of priorities that would set the Strategic Vision for the next few years:

1. The acceleration of infrastructure.
2. The development of Downtown Prosper as a destination.
3. Ensuring that the Town's commercial corridors are ready for development.
4. Continue to provide excellence in municipal services.
5. Work towards a growing and diversified tax base.

On April 13, 2024, the majority of the Town Council and Council-elect Cameron Reeves met in a work session to review the Strategic Visioning Priorities established from the previous year. The work session was facilitated by Marc Rylander to re-affirm the existing strategies, make changes where appropriate, and provide better definitions and clarity of the objectives going forward.

While the overall five strategies did not change, the definitions contained within the strategies were modified to provide better clarity for the Council and staff as we prepare the fiscal year 2024-25 budget.

Once these priorities are re-affirmed by the Town Council, the staff will update documents accordingly and will utilize these directives in building budgets and setting work plan priorities for the next few years.

Budget Impact:

There is no budget impact on this item.

Legal Obligations and Review:

There was no legal review on this item.

Attached Documents:

1. Strategic Visioning Priorities – redline version.
2. Strategic Visioning Priorities – clean version.

Town Staff Recommendation:

Town Staff recommends re-affirming the amended Strategic Visioning Priorities discussed on April 13, 2024.

Proposed Motion:

I move to approve the re-affirmation of the Town Council's Strategic Visioning Priorities as discussed and agreed upon on April 13, 2024.

Prosper Town Council

Strategic Visioning Summary (Updated April 2024) of the Strategic Visioning Event

~~1-2 Year Objectives:~~

1. Acceleration of infrastructure.

Written Summary:

Work with the Capital Improvement Subcommittee to best determine the acceleration of the Town's Bond and Capital Program to ensure that public infrastructure is planned and constructed in an accelerated manner to meet the demands of a growing community. Projects include streets/roadways, drainage, parks, facilities, water, sewer, downtown, and broadband improvements. The subcommittee along with staff should use all financial methods such as town bonds and C.O. obligation, the capital dedicated levy, budget savings, impact fees, grants, and regional funding. [Identify gaps in the Town's infrastructure and report the findings to the Town Council for their review and consideration. This includes working with the Capital Improvement Subcommittee to begin planning for a future bond program and/or a Pay As You program.](#)

2. Development of downtown as a destination.

Written Summary:

In collaboration with the Downtown Business Alliance, Citizen Engagement Committee, [Downtown Committee](#), and Prosper Economic Development Corporation (PEDC), implement the recommendations from the Downtown Master Plan. The efforts are to encourage a mix of public and private developments and improvements that are catalysts for office, retail, restaurants, entertainment, housing, public art, community gathering spaces, outdoor events, and activities.

3. Commercial corridors are ready for development.

Written Summary:

Ensure that US Highway 380 and the Dallas North Tollway are primed for high quality, high value developments, [by the development of overlay districts](#). Develop and enact long-term strategies and policies that address land use, landscaping, lighting, and traffic. Work with TXDOT, NTTA, and private development that ensures [all roadway](#) infrastructure adequately addresses the demands for future development. Work with the Capital Improvement Subcommittee and Prosper EDC to determine the prioritization of infrastructure and incentives, when appropriate, for business development.

4. Excellence of municipal services

Written Summary:

Strive towards being a high-performing organization where the Town government is continuously improving, looking at best practices, and benchmarking itself with other communities. Develop an aligned organizational culture of excellence in all things we do and provide financial resources and support necessary to support these goals. This includes providing a welcoming and respectful environment for our residents, visitors, and Town employees.

5. A growing and diversified tax base

Written Summary:

Continue to explore strategies and solutions that will increase and diversify Prosper's property values so that Prosper residents can enjoy quality municipal services. For the Town and Prosper EDC to collaborate on economic development opportunities to ensure the projects are of long-term value and high quality. Be adaptable to changing market conditions and work with private developers with an emphasis to locate corporate, medical, life sciences sectors and call Prosper home. Continue to utilize metrics that evaluate Prosper's tax base and develop strategies to create resiliencies against recessions or downturns in market conditions.

5-10 Year Objectives:

Written Summary:

~~Continue addressing and working towards advancing the short-term priorities. From a longer term perspective, incorporate ultimate facility, program, and staffing needs that cannot be accomplished in the short term. Working with the Capital Improvement Subcommittee to begin planning for a future bond program and/or a Pay As You program.~~

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Prosper Town Council

Strategic Visioning Summary (Updated April 2024)

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