



**Agenda**  
**Prosper Town Council Meeting**  
Prosper Town Hall, Council Chambers  
250 W. First Street, Prosper, Texas  
Tuesday, October 28, 2025  
**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](http://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. Receive an update regarding the 89th Texas Legislative Session. (RB)

**CONSENT AGENDA:**

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

2. Consider and act upon the minutes of the October 14, 2025, Town Council Work Session meeting. (MLS)

3. Consider and act upon the minutes of the October 14, 2025, Town Council Regular meeting. (MLS)
4. Consider and act upon the minutes of the October 16, 2025, Town Council, EDC, and P&Z Joint Work Session. (MLS)
5. Consider and act upon an Ordinance amending the Code of Ordinances by amending Section 1.09.008, "Bicycle and Electric Bicycle riding and skating in Parks and on Bike Trails," of Article 1.09, "Parks and Recreation," of Chapter 1, "General Provisions," to provide for a speed limit for electric bicycles in Parks and on Bike Trails; Amending Chapter 12, "Traffic and Vehicles," by adding a new Article 12.10, "Regulations Specific to Electric Bicycles, Pocket Bikes or Mini Motorbikes". (TW)
6. Consider and act upon authorizing the Town Manager to approve the purchase of a Managed Security Service Provider platform, through SHI Public Sector in the amount of \$92,465. (LJ)
7. Consider and act upon authorizing the Town Manager to approve the purchase of the annual license renewal of the Town's virtual server cluster platform, through SHI Public Sector in the amount of \$60,348.16. (LJ)
8. Consider and act upon approving the purchase of Fire Station Emergency Station Alerting equipment from US Digital Designs for the new Fire Station 4, through the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program Contract#EC07-23 in the amount of \$94,316.70. (SB)
9. Consider and act upon approving the purchase of one (1) Cascade SCBA Fill Station from August Industries Inc., through the BuyBoard Purchasing Cooperative Contract 698-23 in the amount of \$58,132.05. (SB)
10. Consider and act upon authorizing the Town Manager to execute a Construction Agreement with Ratliff Hardscape, Ltd. for the Doe Branch Trail Connections in the amount of \$312,116.65. (DB)
11. Consider and act upon approving a Professional Services Agreement between Kimley-Horn and Associates, Inc. and the Town of Prosper, Texas, for the preparation of plans and construction documents for landscaping of Mahard Pkwy and Prairie Drive roadway medians in the amount of \$100,000, and authorize the Town Manager to execute documents for the same. (DB)
12. Consider and act upon authorizing the Town Manager to execute a Construction Agreement awarding CSP No. 2025-17-B to Roadway Solutions Inc., related to construction services for the Teel Parkway at Prairie Drive traffic signal project, for \$517,548.75. (HW)
13. **[TABLED TO NOVEMBER 11]** Conduct a Public Hearing to consider the adoption of a Unified Development Code, which encompasses amendments to Building Regulations, Business Regulations, Fire Prevention and Protection codes, Health and Sanitation codes, the Subdivision Regulation, Utilities standards, the Zoning Ordinance, Engineering Design Standards, and Definitions. (ZONE-25-0014) (DH) *Town staff has requested for this item to be tabled.*
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)

### **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:**

- [15.](#) Consider and act upon a Park Improvement Fee Agreement between the Town of Prosper and Shaddock-Creekside Prosper, LLC, for the Creekside development. (DB)
16. 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 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 551.089 - To deliberate security information collected, assembled, or maintained by or for a governmental entity to prevent, detect, or investigate criminal activity, pursuant to Section 2059.055 of the Texas Government Code, and all matters incident and related thereto.*

*Section 551.071 - Consultation with the Town Attorney regarding legal issues associated with HB 3611 (2025 Regular Session), 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, Community Engagement Committee, and the Downtown Advisory Committee, and all matters incident and related thereto.*

*Section 551.071 – Consultation with the Town Attorney to discuss legal issues associated with any work session or regular agenda item.*

**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 Wednesday, October 22, 2025, and remained so posted at least three (3) business days 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 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.



**Call to Order/ Roll Call.**

The meeting was called to order at 5:02 p.m.

**Council Members Present:**

Mayor David F. Bristol  
Mayor Pro-Tem Amy Bartley  
Deputy Mayor Pro-Tem Chris Kern  
Councilmember Marcus E. Ray *arrived at 5:12 p.m.*  
Councilmember Craig Andres  
Councilmember Jeff Hodges  
Councilmember Cameron Reeves

**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  
David Hoover, Development Services Director  
Hulon Webb, Director of Engineering  
Dan Heischman, Asst. Director of Engineering, Development  
Suzanne Porter, Planning Manager  
Tony Luton, Human Resources Director  
Todd Rice, Communications Director

**Items for Individual Consideration:**

**1. Discussion regarding the Unified Development Code (UDC). (DH)**

Mr. Hoover introduced the item indicating the Planning and Zoning Commisison have been reviewing the proposed UDC over the past nine months allowing them to revise various sections. A draft was placed on the website for members of the public to view.

A consultant with Freese and Nichols provided an overview of the substantial changes being proposed within the UDC. Next steps included combining and adopting the code with any other recommended changes by the Town Council.

The Town Council discussed the proposed changes recommending further discussion and possible changes within building permits timeframes, lights, and definitions within zoning regulations.

**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:

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*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, Community Engagement Committee, and the Downtown Advisory Committee, and all matters incident and related thereto.*

*Section 551.071 – Consultation with the Town Attorney to discuss legal issues associated with any agenda item.*

The Town Council recessed into Executive Session at 5:48 p.m.

**Reconvene into Work Session.**

The Town Council reconvened into the Work Session at 6:16 p.m.

No action was taken.

**Adjourn.**

The meeting was adjourned at 6:16 p.m.

These minutes were approved on the 28<sup>th</sup> day of October 2025.

**APPROVED:**

\_\_\_\_\_  
**David F. Bristol, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Michelle Lewis Sirianni, Town Secretary**

## MINUTES

**Prosper Town Council Meeting**  
Prosper Town Hall, Council Chambers  
250 W. First Street, Prosper, Texas  
Tuesday, October 14, 2025

### **Call to Order/ Roll Call.**

The meeting was called to order at 6:16 p.m.

### **Council Members Present:**

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

### **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  
Hulon Webb, Director of Engineering  
Carrie Jones, Public Works Director  
Ryan Patterson, Asst. Finance Director  
Tony Luton, Human Resources Director  
Larenz Taylor, Management Analyst  
Dan Baker, Parks and Recreation Director  
David Hoover, Development Services Director  
Leigh Johnson, IT Director  
Pam Clark, Business Systems Specialist  
Suzanne Porter, Planning Manager  
Muya Mwangi, Help Desk Technician I  
Todd Rice, Communications Director  
Kaylynn Stone, Recreation Services Manager  
Angela Lewis, Event Specialist  
Doug Kowalski, Police Chief  
Tom Davis, Assistant Police Chief

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

Joshua Reeve with The Cause 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:

Thank you to everyone who joined us for "Celebrate Prosper" this year. A special thank you to the Parks and Recreation Department, our volunteers, and all those who were involved in making it a great event.

Join fellow active adults 55+ to meet and greet Mayor Bristol at the annual Mayor's luncheon on Wednesday, October 15 from 11 a.m. to 1 p.m. at the Church of Jesus Christ of Latter-Day Saints located at 970 N. Coit Road. Reserve your seat by visiting [www.prospertx.gov/programs](http://www.prospertx.gov/programs).

Join us in honoring our local First Responders for National First Responders Day on Saturday, October 25 from 9:00 to 11:00 am at T-Mobile in the Gates of Prosper.

Early Voting for the November General and Special Election begins on Monday, October 21 and runs through Friday, October 31. Voting dates, hours, and designated locations may be found on the Town's website at [www.prospertx.gov/vote](http://www.prospertx.gov/vote) or by visiting the Collin County and Denton County Elections websites.

Join the Town for its annual Arbor Day Celebration on Friday, November 7, from 5:00 to 6:00 p.m. at Tanner's Park. The Parks Operations staff will demonstrate proper planting techniques, plant care, and feeding. Learn more at [www.prospertx.gov/specialevents](http://www.prospertx.gov/specialevents).

The Prosper Veterans Day Honor Run will take place on Saturday, November 8 from 8 to 11 a.m. at Frontier Park, with a 10K, 5K and Fun Run. This family-friendly event welcomes participants of all ages and abilities. For more information including how to register, visit [www.prospertx.gov/specialevents](http://www.prospertx.gov/specialevents).

Mayor Bristol thanked all those who participated in National Night Out.

#### **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.

1. **Consider and act upon the minutes of the September 16, 2025, Town Council Regular meeting. (MLS)**
2. **Consider and act upon the minutes of the September 23, 2025, Town Council Work Session meeting. (MLS)**
3. **Consider and act upon the minutes of the September 23, 2025, Town Council Regular meeting. (MLS)**
4. **Consider and act upon Resolution 2025-52 calling the remaining portion of the Town of Prosper, Texas, General Obligation Refunding and Improvement Bonds, Series 2014 for Redemption Prior to Maturity; and Enacting Other Provisions Relating to the Subject. (CL)**
5. **Consider and act upon Resolution 2025-53 to deny the application of Oncor Electric Delivery Company LLC to change rates within the Town. (MLS)**
6. **Consider and act upon authorizing the Town Manager to execute an agreement regarding the Police Department's (PD) Analytics and Management Platform for the purchase of public safety technology enhancements. (DK/SB)**
7. **Consider and act upon approving the purchase of meter transmission units (MTUs) from Aclara Technologies, LLC, for \$175,921.20 for the use with water meters. (CJ)**
8. **Consider and act upon an annual fixed-price agreement for the purchase of Hydrogen Sulfide Odor Control Technology for the Town's wastewater system,**

at the unit prices guaranteed, from Helix Laboratories, Inc., a sole source provider. (CJ)

9. Consider and act upon authorizing the Town Manager to execute a five-year contract renewal for \$370,198 between the Town of Prosper and Tyler Technologies for the Enterprise Permitting and Licensing software. (LJ)
10. Consider and act upon Ordinance 2025-54 to amend the uses and conceptual layout of a portion of Subdistrict 2 and Subdistrict 3 of Planned Development-67, consisting of 258.3± acres on the west side of Preston Road between US 380 (University Drive) and First Street. (ZONE-24-0012) (DH)
11. Consider and act upon authorizing the Town Manager to execute a Development Agreement between 289 (Preston) & 380, LP, 183 Land Corporation, GOP #3 LLC, and GOP Multifamily LLC and the Town of Prosper relative to Subdistricts 2 and 3 of the Gates of Prosper. (DH)
12. Consider and act upon a request for the removal of a historic tree at 591 Harrison Lane. (DH)
13. [TABLED TO NOVEMBER 11] Conduct a Public Hearing and consider and act upon a request to rezone 61.7± acres from Agricultural and Planned Development-71 to a Planned Development allowing for Mixed-Use Development, located on the south side of First Street and 1,550± feet east of Legacy Drive. (ZONE-24-0025) (DH) *Town Staff has requested this item to be tabled.*
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)

Mayor Bristol requested to pull items 10 and 11.

Councilmember Ray made a motion to approve consent agenda items 1 through 9, and 12 through 14. Deputy Mayor Pro-Tem Kern seconded the motion. Motion carried unanimously.

Regarding items 10 and 11, Mayor Bristol noted questions that were posed to staff regarding the surface parking screening, determining 'upscale' uses, setbacks, and an designated store front for the Police Department.

Mayor Pro-Tem Bartley made a motion to approve items 10 and 11. Councilmember Hodges seconded the motion. Motion carried with a 6-1 vote. Deputy Mayor Pro-Tem Kern voting in opposition.

### **CITIZEN COMMENTS**

No comments were made.

### **Items for Individual Consideration:**

15. Conduct a Public Hearing and consider and act upon a request to rezone 373.5± acres from Agricultural to a Planned Development allowing for both Single-

**Family and Age-Restricted Single-Family Residences, located on the south side of Parvin Road and 2,070± feet east of FM 1385. (ZONE-24-0022) (DH)**

Mr. Hoover introduced the item.

Mr. Bowell with Toll Brothers presented the changes to the request based on feedback received from the Town Council.

Mayor Bristol opened the public hearing.

John Saunders resident and employee of Toll Brothers expressed his support for the project.

Mayor Bristol closed the public hearing.

The Town Council discussed the changes revised including the number of lots, lot sizes, plan layout, architectural standards, definition for single family dwelling, west track standards, setbacks, fencing requirements, screening, playground standards, sidewalks, and landscaping.

Mayor Pro-Tem Bartley made a motion to approve a request to rezone 373.5± acres from Agricultural to a Planned Development allowing for both Single-Family and Age-Restricted Single-Family Residences, located on the south side of Parvin Road and 2,070± feet east of FM 1385 subject to changes submitted to the Town Attorney. Deputy Mayor Pro-Tem Kern seconded the motion. Motion carried with a 6-1 vote. Councilmember Ray voting in opposition.

**16. Consider and act upon authorizing the Town Manager to execute Change Order No. 4 to Dean Construction, and Professional Services Agreement amendments for Dunaway Associates, LLC, and Peak Program Value, LLC, for Raymond Community Park, in the amount of \$613,160. (DB)**

Mr. Baker presented an overview of the item outlining the total expenditures from the Change Order, the service agreements, the budget revenue sources to fund the associated costs, and future project considerations based on the project timeline.

The Town Council discussed and expressed their concerns about the timing of the project and the continued increase in costs associated with the project. They emphasized the need to complete the project.

Councilmember Reeves made a motion to approve authorizing the Town Manager to execute Change Order No. 4 to Dean Construction, and Professional Services Agreement amendments for Dunaway Associates, LLC, and Peak Program Value, LLC, for Raymond Community Park, in the amount of \$613,160. Councilmember Hodges seconded the motion. Motion carried unanimously.

**17. Receive an update on the safety concerns and enforcement efforts regarding E-Motorcycles and E-Bikes. (DK)**

Chief Kowalski presented an update focused on items of concern, educational campaigns being done, current ordinances in effect, proposed regulation amendment, and possible penalties associated with any violation(s).

The Town Council discussed penalty amounts, the education campaign, and the proposed forthcoming amendment.

**18. Discussion regarding the 2026 Special Events Calendar. (KS)**

Ms. Stone presented the item noting results of the recent survey and changes made from the current year's calendar. The calendar was presented to the CEC and Park Board for their recommendation. Staff are requesting any additional feedback or changes.

The Town Council discussed growing some main events such as Celebrate Prosper, focusing on Downtown events, and ways to promote events to the community. The Council agreed to move forward with calendar as presented.

**19. Discuss and consider Town Council Subcommittee reports. (DFB)**

Councilmember Andres noted the McKinney Urban District Board met and renewed the ILA with Dart.

Mayor Pro-Tem Bartley noted that the Park Board was encouraged at the Joint CEC/Park Board meeting to take up monthly challenges including brainstorming ways to increase participation in the Mayor's Fitness Challenge and ways to incorporate that into training for the Veteran's Honor Run.

Councilmember Hodges noted the CEC met with their new board members and caught them up to speed with projects the committee is working on and items they are brainstorming.

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

Councilmember Hodges requested information regarding the missing basketball nets at Lakewood Park.

**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:

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*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, Community Engagement Committee, and the Downtown Advisory Committee, and all matters incident and related thereto.*

*Section 551.071 – Consultation with the Town Attorney to discuss legal issues associated with any work session or regular agenda item.*

The Town Council recessed into Executive Session at 8:20 p.m.

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

The Town Council reconvened into Regular Session at 8:47 p.m.

Mayor Pro-Tem Bartley made a motion to approve the settlement in Prosper v. Pemmasani under the terms discussed in executive session and authorize the Town Manager to execute all appropriate documentation. Councilmember Reeves seconded the motion. Motion carried unanimously.

Mayor Pro-Tem Bartley made a motion to remove Jai Mathu from the Community Engagement Committee. Councilmember Hodges seconded the motion. Motion carried unanimously.

**Adjourn.**

The meeting was adjourned at 8:48 p.m.

These minutes were approved on the 28<sup>th</sup> day of October 2025.

**APPROVED:**

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**David F. Bristol, Mayor**

**ATTEST:**

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**Michelle Lewis Sirianni, Town Secretary**





## MINUTES

Item 4.

### Prosper Town Council, EDC, and P&Z Joint Work Session

Prosper Town Hall – Council Chambers  
250 W. First Street, Prosper, Texas  
Thursday, October 16, 2025

#### **Town Council Call to Order/Roll Call.**

Mayor Bristol called the meeting to order at 5:30 p.m.

#### **Council Members Present:**

Mayor David F. Bristol  
Mayor Pro-Tem Amy Bartley  
Deputy Mayor Pro-Tem Chris Kern  
Councilmember Craig Andres  
Councilmember Marcus Ray  
Councilmember Jeff Hodges *arrived at 6:22 p.m.*  
Councilmember Cameron Reeves

#### **Economic Development Corporation Call to Order / Roll Call.**

Board Member Smith called the meeting to order at 5:34 p.m.

#### **Economic Development Corporation Board of Directors Present:**

Board Member Ray Smith  
Board Member Don Perry  
Board Member David F. Bristol  
Board Member Jeffrey Yates  
Board Member Chris Kern

#### **Economic Development Corporation Board of Directors Absent:**

President Chad Gilliland  
Board Member Grant Mendeljian

#### **Planning and Zoning Commission Call to Order/Roll Call.**

Commission Member Blanscet called the meeting to order at 5:34 p.m.

#### **Planning and Zoning Commission Members Present:**

Commissioner Matt Furay  
Commissioner John Hamilton  
Commissioner Deborah Daniel  
Commissioner Glen Blanscet  
Commissioner Brett Butler

#### **Planning and Zoning Commission Members Absent:**

Commissioner Josh Carson  
Commissioner Damon Jackson

#### **Staff Members Present:**

Mario Canizares, Town Manager  
Robert Brown, Town Attorney  
Bob Scott, Deputy Town Manager  
Chuck Ewings, Assistant Town Manager

Michelle Lewis Sirianni, Town Secretary  
David Hoover, Development Services Director  
Dan Heischman, Ast. Director of Engineering - Development

**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 551.071 - Consultation with the Town Attorney to discuss legal issues associated with economic development and property acquisition issues, and all matters incident and related thereto.*

The Town Council, Economic Development Corporation, and Planning and Zoning Commission recessed into Executive Session at 5:35 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 7:34 p.m.

No action was taken.

The Economic Development Corporation reconvened into Regular Session at 7:34 p.m.

No action was taken.

The Planning and Zoning Commission reconvened into Regular Session at 7:35 p.m.

No action was taken.

**Adjourn.**

The meeting was adjourned by all three governing bodies at 7:35 p.m.

These minutes were approved on the 28<sup>th</sup> day of October 2025.

**APPROVED:**

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**David F. Bristol, Mayor**

**ATTEST:**

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**Michelle Lewis Sirianni, Town Secretary**



## TOWN ATTORNEY

**To:** Mayor and Town Council

**From:** Terrence S. Welch, Town Attorney

**Through:** Mario Canizares, Town Manager  
Doug Kowalski, Chief of Police

**Re:** Electric Bicycles and Electric Motorcycles

**Town Council Meeting – October 28, 2025**

**Strategic Visioning Priority: 4. Provide Excellent Municipal Services**

**Agenda Item:**

Consider and act upon an Ordinance amending the Code of Ordinances by amending Section 1.09.008, "Bicycle and Electric Bicycle riding and skating in Parks and on Bike Trails," of Article 1.09, "Parks and Recreation," of Chapter 1, "General Provisions," to provide for a speed limit for electric bicycles in Parks and on Bike Trails; Amending Chapter 12, "Traffic and Vehicles," by adding a new Article 12.10, "Regulations Specific to Electric Bicycles, Pocket Bikes or Mini Motorbikes".

**Description of Agenda Item:**

There is a proliferation of E-motorcycles and E-bicycles that are being driven unsafely and illegally causing serious safety concerns to other pedestrian and vehicular traffic, as well as several reported accidents with injuries. Additionally, there have been several instances of costly damage done to public and private property caused by these devices.

On April 8, 2025, the Town Council amended the Code of Ordinances to address electric bicycles in its traffic regulations.

On July 22, 2025, it was determined that existing ordinances addressing park operations should be similarly amended to regulate electric bicycles on park property. That ordinance provides for the regulation of electric bicycles in parks and on bike trails as well as in outdoor areas and facilities.

On October 14, the Police Department made an updated presentation to the Council regarding this situation and made several recommendations for additional safety regulations and increased penalties.

These amendments provide additional tools for addressing the proliferation of electric bicycles in the Town. violations that may be charged in the event that criminal activity exceeds the jurisdictional levels of Class C misdemeanors that are prosecuted in Prosper Municipal Court.

(In addition, the Prosper PD and Communications Team will work on an education campaign that can be shared with PISD-PD and request that they pass these changes on to the parents and school administrators. We are also coordinating our efforts with the Celina Police Department.)

Item 5.

**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. Ordinance

**Town Staff Recommendation:**

Town Staff recommend that the Town Council approve an Ordinance amending the Code of Ordinances by amending Section 1.09.008, "Bicycle and Electric Bicycle riding and skating in Parks and on Bike Trails," of Article 1.09, "Parks and Recreation," of Chapter 1, "General Provisions," to provide for a speed limit for electric bicycles in Parks and on Bike Trails; Amending Chapter 12, "Traffic and Vehicles," by adding a new Article 12.10, "Regulations Specific to Electric Bicycles, Pocket Bikes or Mini Motorbikes."

**Proposed Motion:**

I move to approve an Ordinance amending the Code of Ordinances by amending Section 1.09.008, "Bicycle and Electric Bicycle riding and skating in Parks and on Bike Trails," of Article 1.09, "Parks and Recreation," of Chapter 1, "General Provisions," to provide for a speed limit for electric bicycles in Parks and on Bike Trails; Amending Chapter 12, "Traffic and Vehicles," by adding a new Article 12.10, "Regulations Specific to Electric Bicycles, Pocket Bikes, or Mini Motorbikes".

**TOWN OF PROSPER, TEXAS****ORDINANCE NO. 2025-\_\_\_**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING SECTION 1.09.008, "BICYCLE AND ELECTRIC BICYCLE RIDING AND SKATING IN PARKS AND ON BIKE TRAILS," OF ARTICLE 1.09, "PARKS AND RECREATION," OF CHAPTER 1, "GENERAL PROVISIONS," TO PROVIDE FOR A SPEED LIMIT FOR ELECTRIC BICYCLES IN PARKS AND ON BIKE TRAILS; AMENDING CHAPTER 12, "TRAFFIC AND VEHICLES," BY ADDING A NEW ARTICLE 12.10, "REGULATIONS SPECIFIC TO ELECTRIC BICYCLES, POCKET BIKES OR MINI MOTORBIKES"; MAKING FINDINGS; PROVIDING 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 earlier this year has determined that electric bicycles have proliferated in the Town and on numerous occasions electric bicycles have been used in such a manner as to seriously damage parks and/or parkland in the Town; and

**WHEREAS**, it is the desire of the Town Council to require Town-issued permits for any electric bicycles used or operated in the Town on any public property; and

**WHEREAS**, the Town Council finds it necessary to provide for additional regulations related to the operation of electric bicycles, all in an effort to further enhance public safety; and

**WHEREAS**, for the safety of those individuals who ride electric bicycles in the Town, safety requires that such individuals do not traverse the Town with noise-impeding devices, such as earbuds, headphones, ear plugs or similar devices; and

**WHEREAS**, the Town Council of the Town of Prosper, Texas, has determined that it is in the public's best interest and in furtherance of the health, safety, morals, and general welfare of the citizens of the Town to provide for such permits for electric bicycles.

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

### **SECTION 1**

All of the above premises are hereby found to be true and correct legislative and factual findings of the Town of Prosper, and they are hereby approved and incorporated into the body of this Ordinance as if restated herein in their entirety.

### **SECTION 2**

From and after the effective date of this Ordinance, Section 1.09.008, "Bicycle Riding and Skating In Parks and on Bike Trails," of Article 1.09, "Parks and Recreation," of Chapter 1, "General Provisions," of the Town's Code of Ordinances is hereby amended to read as follows:

**“§ 1.09.008. Bicycle and Electric Bicycle Riding and Skating in Parks and on Bike Trails.**

- (a) Bicycle and electric bicycle riding and skating shall include peddled and bicycles of one, two or more wheels, whether electric or not, push type or motorized scooters, roller skates, in-line skates, in-shoe skates, skateboards, or any similar vehicle or apparatus. Bicycle and electric bicycle riding and skating shall be governed by safe riding/skating practices and consideration for use of parks by others. Where special parking provisions have been made for bicycles, parking for electric bicycles is permissible, and parking for bicycles and electric bicycles shall be limited to that area. Bicycle and electric bicycle riding and skating shall be prohibited in playgrounds, flowerbeds, pedestrian-only sidewalks, open space areas of parks, tennis courts, athletic courts, athletic fields, picnic pavilions and/or any other areas designated by the town.
- (b) The maximum speed of an electric bicycle in any area where the operation of an electric bicycle is permitted in any Town park or bike trail is 10 miles per hour, unless otherwise restricted.

\* \* \*

**SECTION 3**

From and after the effective date of this Ordinance, Chapter 12, “Traffic and Vehicles,” of the Town’s Code of Ordinances is hereby amended by adding a new Article 12.10, “Regulations Specific to Electric Bicycles,” to read as follows:

**“ARTICLE 12.10  
REGULATIONS SPECIFIC TO ELECTRIC BICYCLES, POCKET BIKES OR  
MINIMOTORBIKES**

**§ 12.10.001. Electric Bicycle Permit Required.**

- (a) No person shall operate, or cause to be operated, an electric bicycle on any public street, roadway, parking area or other authorized Town property, including but not limited to a bike trail, unless a valid permit has been issued by the Town.
- (b) Application for a permit authorizing the operation of an electric bicycle shall be made in person by the operator of said electric bicycle. The application shall be made in writing to the Town’s Police Department on the designated electric bicycle permitting form. An application shall include the following:
  - (1) The name, address, telephone number, and state driver license number, if any, of the electric bicycle operator;
  - (2) The street address where the electric bicycle will be kept, including the particular suite or apartment number, if applicable;
  - (3) The year, make, model, color, and serial number or identification number of the electric bicycle;
  - (4) The person(s), designated by the chief of police, who inspected the electric bicycle,

including certification on the application by said inspector that the electric bicycle complies with the requirements of this section before the issuance of a permit; and

- (5) No fee shall be required for the issuance of a permit, as referenced herein.
- (c) Application for a permit and electric bicycle inspection may be completed at the Town's Police Department on any business day from the hours of 9:00 a.m. to 4:00 p.m., by the chief of police, or his designee;
- (d) The permit emblem shall be permanently affixed on the left side of the electric bicycle frame, by the inspector, in such a manner that is clearly visible. The permit emblem must not be damaged, altered, obstructed, or otherwise made illegible;
- (e) The permit emblem shall only be placed upon the electric bicycle for which it was issued;
- (f) A permit issued to an electric bicycle shall become invalid if the electric bicycle is altered in a manner that fails to comply with any requirement of this section;
- (g) The permit holder shall notify the chief of police within ten (10) business days should the electric bicycle's operator transfer ownership or the address of the electric bicycle storage location change;
- (h) Lost or stolen permit emblems are the responsibility of the operator. A police report must be filed in the event of a lost or stolen permit emblem. If no record of previous application for permit can be found, the Police Department may direct the reporting party to reapply before a replacement permit emblem is issued;
- (i) Any person who operates an electric bicycle and fails to comply with this section will be subject to all applicable state laws, in addition to being in violation of this section;
- (j) A permit may be revoked at any time by the chief of police, or his designee, if there is any evidence that the permit holder cannot safely operate the electric bicycle in compliance with this section.

#### **§ 12.10.002. Safety Regulations for Electric Bicycles.**

- (a) No person shall wear any headphones, earbuds, ear plugs or other noise reduction devices while operating an electric bicycle.
- (b) No person shall operate an electric bicycle and carry a passenger on such electric bicycle unless the electric bicycle is specifically designed for a passenger with additional seating, or the passenger is a child riding in a properly attached child safety seat.
- (c) No person shall operate an electric bicycle after dusk without the electric bicycle being equipped with a front white light visible from 500 feet away, and red rear reflector visible from 300 feet away or a lamp visible from 500 feet away.
- (d) No person under the age of fifteen (15) years shall operate a Class 3 electric bicycle.
- (e) No person under the age of sixteen (16) shall operate an electric bicycle without wearing a helmet that is properly-fitted; is not structurally damaged; and conforms to current

standards of the American National Standards Institute, the American Society for Testing and Materials, the Snell Memorial Foundation, or any federal agency having regulatory jurisdiction over bicycle helmets.

**§ 12.10.003. Operation of Electric Bicycles in Parks and Other Town Facilities.**

The operation of an electric bicycle in a Town park, bike trail or in outdoor areas and facilities shall be subject to the provisions of Article 1.09 of Chapter 1 of this Code of Ordinances.

**§ 12.10.004. Preemption by State Law.**

In the event that any provision in this Article is preempted by state law, state law shall apply.

**§ 12.10.005. Penalties.**

- (a) Any person violating this Article shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined in an amount of no less than \$250.00.
- (b) Any person violating this Article shall be deemed guilty of a misdemeanor, and upon conviction of a second offenses within one (1) year of a first conviction for a violation of this Article, shall be fined in an amount of no less than \$500.00.

**§ 12.10.005. Pocket Bikes or Mini Motorbikes.**

The operation of pocket bikes or Mini Motorbikes is governed by Chapter 551 of the Texas Transportation Code, as amended, and the provisions of this Article shall not apply to pocket bikes or mini motorbikes.”

**SECTION 4**

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

**SECTION 5**

This Ordinance shall become effective from and after its adoption and publication as required by law; however, enforcement of any provision of Section 3 of this Ordinance shall not be effective until December 1, 2025.

**DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 28TH DAY OF OCTOBER, 2025.**

\_\_\_\_\_  
David F. Bristol, Mayor



**ATTEST:**

\_\_\_\_\_  
**Michelle Lewis Sirianni, Town Secretary**

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
**Terrence S. Welch, Town Attorney**



## INFORMATION TECHNOLOGY

**To:** Mayor and Town Council

**From:** Leigh Johnson, Director of Information Technology

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

**Re:** Managed Cyber Security Services

**Town Council Meeting – October 28, 2025**

### **Strategic Visioning Priority: 4. Provide Excellent Municipal Services**

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#### **Agenda Item:**

Consider and act upon authorizing the Town Manager to approve the purchase of a Managed Security Service Provider platform, through SHI Public Sector in the amount of \$92,465.

#### **Description of Agenda Item:**

The purpose of this item is to authorize the procurement of a Managed Security Service Provider (MSSP) platform; a comprehensive solution providing threat intelligence, incident response (IR), vulnerability management (VM), endpoint detection and response (EDR) monitoring, security information and event monitoring (SIEM), security orchestration/automation (SOAR), cloud security monitoring, ransomware protection, and a 24/7 security operations center (SOC).

#### **Selection Process:**

The Information Technology Department conducted an extensive evaluation process over several months to identify a modern, best-in-class solution to refine and expand upon the Town's current mix of cybersecurity solutions. The goal was to consolidate costs, reduce complexity, increase threat visibility, enhance incident response capabilities, and ensure the Town continues to meet best practice frameworks in cybersecurity risk mitigation.

#### **Vendors evaluated included:**

- REDACTED
- REDACTED
- REDACTED
- REDACTED
- REDACTED

#### **Key evaluation criteria:**

- Breadth of toolset (SOC, EDR monitoring, vulnerability management, SIEM/SOAR, cloud security)

- Ability to provide 24/7 managed detection and response
- Integration with existing IT and cloud infrastructure
- Long-term cost of ownership
- Industry reputation and analyst rankings
- References among Texas municipalities

Redacted was selected based on its:

- Unified platform approach and simplified licensing structure
- Native integrations across threat intelligence, cloud security, SIEM/SOAR, and EDR
- Strong analyst reviews and excellent municipal references, including REDACTED
- Competitive total cost of ownership

The Town had previously budgeted \$70,000 annually for its SIEM platform and the managed services company which maintained, updated, and customized it. The new, expanded, fully managed security platform, including all the new features in addition to SIEM, will cost an additional \$22,465.

The procurement qualifies as a cooperative purchase under the terms the Texas DIR-CPO-5241 contract and meets all competitive purchasing and legal requirements.

**Budget Impact:**

The annual recurring cost for the platform is \$92,465 and will be charged to 56650 (Cyber Security).

**Legal Obligations and Review:**

Terrence Welch of Brown & Hofmeister, L.L.P., has approved the legal terms specified on the quote as to form and legality.

**Town Staff Recommendation:**

Town Staff recommend authorizing the Town Manager to approve the purchase of a Managed Security Service Provider platform, through SHI Public Sector in the amount of \$92,465.

**Proposed Motion:**

I move to authorize the Town Manager to approve the purchase of a Managed Security Service Provider platform, through SHI Public Sector in the amount of \$92,465.



## INFORMATION TECHNOLOGY

**To:** Mayor and Town Council

**From:** Leigh Johnson, Director of Information Technology

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

**Re:** Annual Virtual Service Cluster License Renewal

**Town Council Meeting – October 28, 2025**

**Strategic Visioning Priority: 4. Provide Excellent Municipal Services**

**Agenda Item:**

Consider and act upon authorizing the Town Manager to approve the purchase of the annual license renewal of the Town's virtual server cluster platform, through SHI Public Sector in the amount of \$60,348.16.

**Description of Agenda Item:**

In November 2024, the Town Council approved the purchase of the Town's current virtual server platform. The hardware licensing, software licensing, and support require annual renewals for continued operation of the platform.

**Budget Impact:**

The Town Hall cluster renewal cost is \$31,944.96, and the Police Department cluster renewal cost is \$28,403.20, for a total annual renewal cost of \$60,348.16.

**Legal Obligations and Review:**

Terrence Welch of Brown & Hofmeister, L.L.P., has previously approved the license agreements as to form and legality.

**Town Staff Recommendation:**

Town Staff recommend authorizing the Town Manager to approve the purchase of the annual license renewal of the Town's virtual server cluster platform, through SHI Public Sector in the amount of \$60,348.16.

**Proposed Motion:**

I move to authorize the Town Manager to approve the purchase of the annual license renewal of the Town's virtual server cluster platform, through SHI Public Sector in the amount of \$60,348.16.



## FIRE DEPARTMENT

**To: Mayor and Town Council**

**From: Stuart Blasingame, Fire Chief**

**Through: Mario Canizares, Town Manager**

**Re: USDD Fire Station Alerting System Station 4**

**Town Council Meeting – October 28, 2025**

**Strategic Visioning Priority: 4. Provide Excellent Municipal Services**

**Agenda Item:**

Consider and act upon approving the purchase of Fire Station Emergency Station Alerting equipment from US Digital Designs for the new Fire Station 4, through the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program Contract#EC07-23 in the amount of \$94,316.70.

**Description of Agenda Item:**

This purchase is for a fire station alerting system from US Digital Designs at the new Fire Station No. 4. This purchase includes all equipment and peripherals. It also includes the standard 1<sup>st</sup> year warranty & support.

**Budget Impact:**

The total expenditure for the US Digital Designs Station Alerting equipment is \$94,316.70 which includes delivery and the standard 1<sup>st</sup> year warranty & support. This equipment is budgeted in FF&E for Fire Station No. 4 and will be funded from account No. 20010762-61900-FC202206.

**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. US Digital Designs Quote
2. Town Attorney Approval

**Town Staff Recommendation:**

Town Staff recommends approving the purchase of Fire Station Emergency Station Alerting equipment from US Digital Designs for the new Fire Station 4, through the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program Contract#EC07-23 in the amount of \$94,316.70.

**Proposed Motion:**

I move to approve the purchase of Fire Station Emergency Station Alerting equipment from US Digital Designs for the new Fire Station 4, through the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program Contract#EC07-23 in the amount of \$94,316.70.



**US DIGITAL DESIGNS**

by Honeywell

Quotation to:

**Town of Prosper, TX  
Prosper Fire Department**

Project:

**G2 Fire Station Alerting System**

**One (1) Station System - FS04**

Proposal number:

**TX\_PROS002**

Revision #

**5**

**HGACBuy and USDD entered into a Cooperative Purchase Agreement for 9-1-1-Equipment & Emergency Notification Software and Services - Contract #EC07-23 on or about August 14, 2023, (the 'Purchase Agreement') which allows H-GAC members to purchase USDD 'Products' and 'Services' (as defined below), which agreement is made available by its terms for use by End User.**

Quote Date:

**20-Oct-2025**

Quote Expires:

**18-Jan-2026**

By:

**Ed Hadfield (dmg)**

**Territory Manager II**

**US Digital Designs, Inc.**

**1150 W Grove Pkwy St #110**

**Tempe, AZ 85283**

**(682)-393-5624**

**Edward.Hadfield@honeywell.com**

**stationalerting.com**

Installation by:

Installation Estimated

This proposal is subject to corrections due to errors or omissions

# US DIGITAL DESIGNS

1150 W Grove Pkwy St #110  
Tempe, Arizona 85283  
877-551-8733 tel 480-290-7892 fax

## QUOTE

DATE: 10/20/2025  
Expires: 1/18/2026

Quote SUBMITTED TO:  
Town of Prosper, TX  
Prosper Fire Department

REF PROPOSAL

TX\_PROS002 v5

STATION-LEVEL

### STATION 04

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.TX PROS.FS4.FSA.2025.07.14

#### STATION SYSTEM LICENSES

|  | Unit  | Mfr  | Qty | Part No.   | Description                                                                                                                                                                                          | US List Unit | QUOTE UNIT  | QUOTE EXT   |  |
|--|-------|------|-----|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|-------------|--|
|  | Ea    | USDD | 1   | G2-VA      | G2 VOICEALERT - Single Station License.                                                                                                                                                              | \$ 1,433.25  | \$ 1,289.93 | \$ 1,289.93 |  |
|  | Ea/Yr | USDD | 24  | G2-APP-DLA | G2 MOBILE FSAS APP - Single Device License.<br>Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage. | \$ 15.00     | \$ 13.50    | No Charge   |  |

#### STATION SYSTEM CONTROLLER

|  | Unit | Mfr  | Qty | Part No. | Description                                                                                                        | US List Unit | QUOTE UNIT   | QUOTE EXT    |  |
|--|------|------|-----|----------|--------------------------------------------------------------------------------------------------------------------|--------------|--------------|--------------|--|
|  | Kit  | USDD | 1   | ATX      | G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available. | \$ 23,272.50 | \$ 20,945.25 | \$ 20,945.25 |  |
|  | Kit  | USDD | 1   | ATX-EXP  | G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.         | \$ 7,838.00  | \$ 7,054.20  | \$ 7,054.20  |  |
|  | Ea   | TBD  | 2   | UPS-STD  | ATX UPS, Standard                                                                                                  | \$ 1,017.64  | \$ 915.88    | \$ 1,831.76  |  |
|  | Ea   | TBD  | 2   | UPS-WMB  | Shelf/Bracket, Wall-Mount for UPS                                                                                  | \$ 77.25     | \$ 69.53     | \$ 139.06    |  |

#### STATION SYSTEM PERIPHERAL COMPONENTS

|  | Unit | Mfr  | Qty | Part No.   | Description                                                                                                                                                                   | US List Unit | QUOTE UNIT  | QUOTE EXT    |  |
|--|------|------|-----|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|--------------|--|
|  | Ea   | USDD | 1   | PB-B       | Push Button, Standard (Black)                                                                                                                                                 | \$ 126.50    | \$ 113.85   | \$ 113.85    |  |
|  | Ea   | USDD | 2   | PB-R       | Push Button, Emergency (Red)                                                                                                                                                  | \$ 126.50    | \$ 113.85   | \$ 227.70    |  |
|  | Ea   | USDD | 2   | MR-2       | G2 MESSAGE REMOTE 2 Module                                                                                                                                                    | \$ 1,753.75  | \$ 1,578.38 | \$ 3,156.76  |  |
|  | Ea   | USDD | 13  | MS-G-S     | G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width                                                                                                    | \$ 1,575.00  | \$ 1,417.50 | \$ 18,427.50 |  |
|  | Ea   | USDD | 5   | MS-AP-D    | MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G-S(or-E) to any standard mount with VESA 100 hole patterns (mount not included)                                           | \$ 75.00     | \$ 67.50    | \$ 337.50    |  |
|  | Ea   | TBD  | 5   | MS-MNT     | MS Mount - Articulating, Long reach                                                                                                                                           | \$ 390.00    | \$ 351.00   | \$ 1,755.00  |  |
|  | Ea   | USDD | 8   | RR-2       | G2 ROOM REMOTE 2 Module                                                                                                                                                       | \$ 2,275.35  | \$ 2,047.82 | \$ 16,382.56 |  |
|  | Ea   | USDD | 30  | SPK-LED-FM | G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v                                                                                                                               | \$ 374.00    | \$ 336.60   | \$ 10,098.00 |  |
|  | Ea   | USDD | 2   | SPK-LED-SM | G2 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box), 70v                                                                                                                 | \$ 374.00    | \$ 336.60   | \$ 673.20    |  |
|  | Ea   | USDD | 2   | SPK-OAS    | G2 SPEAKER - OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light | \$ 1,575.00  | \$ 1,417.50 | \$ 2,835.00  |  |
|  | Ea   | USDD | 1   | SPK-W-SM   | SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v                                                                                                                   | \$ 373.75    | \$ 336.38   | \$ 336.38    |  |
|  | Ea   | USDD | 3   | STR-2      | G2 Strobe Light / Red LED                                                                                                                                                     | \$ 661.50    | \$ 595.35   | \$ 1,786.05  |  |



| STATION SYSTEM SERVICES |      |      |     |          |                                                                                                                                                                                                |              |             |             |  |
|-------------------------|------|------|-----|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|-------------|--|
|                         | Unit | Mfr  | Qty | Part No. | Description                                                                                                                                                                                    | US List Unit | QUOTE UNIT  | QUOTE EXT   |  |
|                         | Ea   | USDD | 0   | ST-INST  | Station Installation (Estimate Only - Pending final authorized system design submission to G2 Trained/Certified Contractor for installation quote to include in final turnkey project pricing) | \$ -         | \$ -        | \$ -        |  |
|                         | Ea   | USDD | 1   | ST-SU    | Station Configuration & Commissioning                                                                                                                                                          | \$ 3,055.56  | \$ 2,750.00 | \$ 2,750.00 |  |
|                         | Ea   | USDD | 1   | ST-PM    | Station Project Management                                                                                                                                                                     | \$ 1,666.67  | \$ 1,500.00 | \$ 1,500.00 |  |
|                         | Ea   | USDD | 1   | ST-ES    | Station Engineering / Design Services                                                                                                                                                          | \$ 833.33    | \$ 750.00   | \$ 750.00   |  |

| STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT |      |      |     |            |                                                                                                                                                                                                                                                                              |              |             |           |  |
|-------------------------------------------------------------|------|------|-----|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|-----------|--|
|                                                             | Unit | Mfr  | Qty | Part No.   | Description                                                                                                                                                                                                                                                                  | US List Unit | QUOTE UNIT  | QUOTE EXT |  |
|                                                             | YR   | USDD | 1.0 | RS-1YR-STD | [STANDARD] 1st YEAR WARRANTY & SUPPORT - INCLUDED WITH INITIAL PURCHASE.<br>Technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;<br>Remote access support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays; | \$ 9,709.97  | \$ 8,738.97 | no charge |  |

**Equipment Only: \$ 87,389.70**

| STATION 04 |  | System:                  | \$ 92,389.70        |
|------------|--|--------------------------|---------------------|
|            |  | Shipping:                | \$ 1,927.00         |
|            |  | Warranty & Support:      | \$ -                |
|            |  | Estimated Tax:           | \$ -                |
|            |  | <b>STATION SUBTOTAL:</b> | <b>\$ 94,316.70</b> |

This quote does not include or assume any amounts for **sales or use tax**. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

#### Warranty & Support Notes:

Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

For FSASaaS Program: The cost of service and support beyond initial warranty period is included in the FSASaaS Program for a total of 5 years. The service and support includes Mobile Smart Phone Alerting App and Mapping Services. Please see the FSASaaS Subscription Agreement for more information concerning the service and support provided by USDD. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

#### Station System Installation Notes:

- 01 - Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.
- 02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
- 03 - USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed.
- 04 - Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.
- 05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours.
- 06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.
- 07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
- 08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.
- 09 - USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
- 10 - Structural backing for system devices and other millwork (not specifically detailed) by others.
- 11 - If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation. **(USDD does not provide any equipment for Gas Shutoff Control.)**
- 12 - All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
- 13 - All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
- 14 - USDD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.
- 15 - Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect

# US DIGITAL DESIGNS

1150 W Grove Pkwy St #110

Tempe, Arizona 85283

877-551-8733 tel

480-290-7892 fax

## QUOTE

DATE: 10/20/2025

Expires: 1/18/2026

Quote SUBMITTED TO:

Town of Prosper, TX

Prosper Fire Department

REF PROPOSAL

TX\_PROS002 v5

### Section Totals

## SECTION TOTALS

[UNLESS OTHERWISE NOTED, ALL PRICES ARE \$US]

|                                                                                                                                                                                                                                                                                      |                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| <b>STATION-LEVEL SUBTOTAL</b>                                                                                                                                                                                                                                                        | <b>94,316.70</b> |
| <b>Includes:</b>                                                                                                                                                                                                                                                                     |                  |
| STATION 04 SYSTEM:                                                                                                                                                                                                                                                                   | 94,316.70        |
| STATION 04 WARRANTY & SUPPORT:                                                                                                                                                                                                                                                       | -                |
| STATION 04 ESTIMATED TAX:                                                                                                                                                                                                                                                            | -                |
| <b>Notes:</b> One (1) Station System currently included in this proposal with installation estimated.<br>Estimate Only - Pending final authorized system design submission to G2<br>Trained/Certified Contractor for installation quote to include in final turnkey project pricing. |                  |

**US Digital Designs System Total: \$ 94,316.70**

This quote does not include or assume any amounts for **sales or use tax**. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

(TBD By Customer) Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement

**Dispatch or station level training is not included in this proposal. Contact your Regional Territory Manager to schedule additional training if needed**

## TERMS AND CONDITIONS OF USDD PRODUCT SALES

These U.S. Digital Designs, Inc. terms and conditions of sale ("Terms and Conditions") are effective March 1, 2022 (the "**Terms and Conditions Effective Date**"), and supersede all prior versions covering the sale of products and related services (collectively, "**Products**", as defined more specifically below) by U.S. Digital Designs, Inc. ("**USDD**"). References to "**Customer**", "**you**", or "**your**" all pertain to the purchaser of Products. These Terms and Conditions, together with any separate agreement you may have with USDD that specifically references these Terms and Conditions (collectively, the "**Agreement**") set forth the entire agreement between the parties relating to your purchase of USDD Products. The Agreement may only be modified by an authorized representative of each party in a signed writing.

1. **ORDERS.** Orders (including any revised and follow-on orders) (each, an "**Order**") for USDD Products are non-cancelable, except as expressly set forth herein, and will be governed by the terms of the Agreement. All Orders are subject to acceptance by USDD and shall include the following information: purchase order number; customer's legal name and billing address; Customer's shipping address; and a list of the Products and quantities for each different type of Product Customer wishes to order. USDD's acknowledgment of its receipt of an Order shall not constitute acceptance of such Order. An Order is deemed to be accepted upon the earlier of (i) USDD's written acceptance or (ii) shipment of the Products specified in the Order.

Any conflicting, additional, and/or different terms or conditions on Customer's Order or any other similar instrument are deemed to be material alterations and are rejected and not binding upon USDD. USDD's acceptance of Customer's Order is expressly conditioned upon Customer's assent to the terms and conditions contained herein in their entirety. Customer's acceptance of delivery from USDD constitutes Customer's acceptance of these terms and conditions in their entirety.

2. **REMITTANCES.** All invoices shall be due and payable upon receipt in United States currency, free of exchange or any other charges, or as otherwise agreed in writing by USDD.
3. **QUOTE PRICING.** This proposal expires 30 days after its date. Prices are subject to correction for error. Prices, terms, conditions, and Product or Service specifications are subject to change without notice. Pricing is subject to immediate change upon announcement of Product discontinuance.
4. **PAYMENT.**
  - 4.1. **Invoicing & Payment.** USDD reserves the right to invoice Customer monthly for all materials delivered. Invoices are due thirty (30) days from the date of the invoice, unless prepayment is required in the quote. If the Customer becomes overdue in any progress payment, USDD shall be entitled to suspend further shipments, shall be entitled to interest at the annual rate of 18%, or the maximum amount allowed by law, and shall also be entitled to avail itself of any other legal or equitable remedies. Customer agrees that it will pay and/or reimburse USDD for any and all reasonable attorneys' fees and costs which are incurred by USDD in the collection of amounts due and payable hereunder.
  - 4.2. **Payment Disputes.** Any disputes must be provided to USDD as soon as possible and must be accompanied by detailed supporting information. Disputes as to invoices are deemed waived fifteen (15) days following the invoice date. In the event that any portion of an invoice is undisputed, such undisputed amount must be paid by no later than the invoice due date.
  - 4.3. **No Set Off.** Neither Customer nor any related entities (or representatives or agents thereof) shall attempt to set off or recoup any invoiced amounts or any portion thereof against other amounts that are due or may become due from USDD, its parent, affiliates, subsidiaries or other legal entities, business divisions, or units.
  - 4.4. **Credit Card Payments.** All USDD quotes are developed for the Customer with the understanding the eventual purchase of the Products listed thereon will be facilitated using subject to USDD's standard Purchase Order and Invoice process. If Customer would rather seek to use a Credit Card for purchase, then said order would be subject to a 4% credit card surcharge.
5. **SURCHARGES.**
  - 5.1. In addition to any Product repricing under Section 8.2, USDD may, from time-to-time and in its sole discretion, issue surcharges on new and existing Orders in order to mitigate and/or recover increased operating costs arising out of or related to, without limitation: (a) foreign currency exchange variation, (b) increased cost of third-party content, labor and materials, (c) impact of government tariffs or other actions, and (d) any conditions that increase USDD's costs, including without limitation increased labor, freight, material or supply costs, or increased costs due to inflation (collectively, "**Surcharges**"). Such Surcharges will not be considered a "price increase" as contemplated hereunder and will be effective upon notice to Customer. For avoidance of doubt, Orders placed prior to the Terms and Conditions Effective Date which have not been delivered, including those on backlog or which requested delivery more than twelve (12) months from the date of Order, are subject to Surcharges.
  - 5.2. USDD will invoice Customer, and Buyer agrees to pay for any Surcharges pursuant to the standard payment terms in these Terms and Conditions. If a dispute arises with respect to Surcharges and that dispute remains open for more than fifteen (15) days, USDD may, in its sole discretion, withhold performance or future shipments, or combine any other rights and remedies under this Agreement or permitted by law, until the dispute is resolved. The terms of this Section shall prevail in the event of inconsistency with any other terms in these Terms and Conditions. Any Surcharges, as well as the timing, effectiveness, and method of determination thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in these Terms and Conditions.
6. **CANCELLATION AND SUSPENSION.** Any Order resulting from this proposal is subject to cancellation or instructions to suspend work by the Customer only upon agreement to pay USDD for all work in progress, all inventoried or ordered project parts and materials, and all other costs incurred by USDD related to the Order.

7. **TAXES.** USDD's pricing excludes all taxes (including but not limited to sales, use, excise, value-added, and other similar taxes), tariffs and duties (including, but not limited to, amounts imposed upon the Product(s) or bill of material thereof under any Trade Act, including, but not limited to, the Trade Expansion Act, section 232 and the Trade Act of 1974, section 301) and charges (collectively "**Taxes**"). All Taxes of any kind levied by any federal, state, municipal or other governmental authority, which tax USDD is required to collect or pay with respect to the production, sale, or delivery of products sold to Customer, shall be the responsibility of and be invoiced to Customer, unless, at the time of Order placement, Customer furnishes USDD with a valid exemption certificate or other documentation sufficient to verify exemption from Taxes, including, but not limited to, a direct pay permit. Customer agrees to pay all such Taxes and further agrees to reimburse USDD for any such payments made by USDD.
8. **SHIPPING/DELIVERY/RISK OF LOSS.**
- 8.1. **Delivery Liability.** Delivery and shipment dates for Products are estimates only. Deliveries may be made in partial shipments. USDD and its affiliated entities are not liable, either directly or indirectly, for delays of carriers or delays in connection with any Force Majeure Event (as defined in Section 17 below), and the estimated delivery date shall be extended accordingly.
- 8.2. **Future Delivery and Repricing.** USDD will schedule delivery in accordance with its standard lead times unless the Order states a later delivery date or the parties otherwise agree in writing. USDD will accept Orders with a future ship date of up to eighteen (18) months from the date of the entry of the Order. Customer agrees that in the event an Order is scheduled to be delivered more than six (6) months from the date of the entry of the Order, USDD may, in its sole determination and at each six (6) month anniversary of the date of the entry of the Order, adjust the pricing of the Order to conform to the then-current prices of the USDD Products included in the Order. USDD will include any repricing in its final invoice related to the Order.
- 8.3. **Storage Fees.** If delivery takes place more than six (6) months from the date of the entry of the Order, Customer agrees to pay USDD a storage fee (the "Storage Fee"), as set forth in the quote, for each month after six (6) months from the date of the entry of the Order Customer has not taken delivery of the Products in the Order. USDD will separately invoice any storage fees owed under this Section at the end of each month for which the storage fees are owed.
- 8.4. **Title & Risk of Loss.** Unless otherwise specifically detailed in this quote, delivery terms for Products (excluding software and services) are (i) EX Works (EXW Incoterms 2020) USDD's point of shipment ("USDD Dock") for all shipments (except that USDD is responsible for obtaining any export license), and (ii) F.O.B. USDD Dock for all domestic shipments. For shipments from a USDD Dock to a Buyer location within the same country, the import/export provisions of the INCOTERMS do not apply. USDD shall be responsible for obtaining insurance on each shipment to Customer for the full value of the shipment. Shipment shall be to a single point of delivery.
9. **LIMITED WARRANTY.** CUSTOMER'S EXCLUSIVE REMEDIES AND USDD'S SOLE LIABILITY AS TO ANY WARRANTY CLAIM ON ANY PRODUCT SOLD IN CONNECTION WITH THIS QUOTE IS AS SET FORTH IN THIS SECTION. SUCH REMEDIES ARE IN LIEU OF ANY OTHER LIABILITY OR OBLIGATION OF USDD, INCLUDING WITHOUT LIMITATION ANY LIABILITY OR OBLIGATION FOR DAMAGE, LOSS, OR INJURY (WHETHER DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL) ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE PRODUCTS. CREDIT, REPAIR OR REPLACEMENT (AT USDD'S OPTION) IS THE SOLE REMEDY PROVIDED HEREUNDER. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON USDD UNLESS SET FORTH IN WRITING AND SIGNED BY A USDD AUTHORIZED REPRESENTATIVE.
- 9.1. **Product Warranty Terms.** Subject to the terms, conditions and limitations contained herein, and unless USDD has otherwise provided an alternative written warranty (in which case the terms of such warranty will control), USDD warrants and guarantees its products will be free from defects in workmanship and materials (collectively, "**Defects**") for 12 months from the date of shipment to Customer ("**Warranty Period**"). This limited warranty does not cover defects caused by normal wear and tear or maintenance.
- 9.2. **Product Defects.** If a Defect with a Product arises and a valid claim is made within the Warranty Period, Customer shall initiate the RMA process as described below. Upon approval, USDD, at its option, will either (1) repair the Product defect at no charge, using new parts or parts equivalent to new in performance and reliability or (2) exchange the Product with a Product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original Product. Any replacement Product or part, including a user-installable part that has been installed in accordance with instructions provided by USDD, shall remain under warranty during the Warranty Period or for ninety (90) days from the date of repair, whichever is longer. When a Product or part is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of USDD. Parts provided by USDD in fulfillment of its warranty obligation must be used in the same USDD Fire Station Alerting System for which the warranty claim is made.
- 9.3. **Procedure for Warranty Claims.**
- 9.3.1. Prior to making a Warranty claim, Customer is encouraged to review USDD's online help resources. Thereafter, to make a valid claim hereunder, Customer must contact USDD technical support and describe the problem or defect with specificity. The first such contact must occur during the Warranty Period. USDD's technical support contact information can be found on USDD's web site at <http://stationalerting.com/home/about-usdd/contact-usdd/>. Customer must use its best efforts to assist in diagnosing defects, follow USDD's technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve USDD of any further obligation hereunder.
- 9.3.2. Customer shall be responsible for appropriately packing and shipping Products, to USDD for repair, and shall bear all risks and costs associated with, shipping any Product to USDD for repair the same. USDD shall be responsible for, and bear all risks and costs of, returning any Product to Customer after repair or replacement, but Customer will be responsible for paying any customs or import duties payable upon receipt of any repaired or replacement Products. A replacement Product will be returned to Customer configured as it was when the Product was originally purchased, subject to applicable updates.

**9.4. Return Material Authorization Process.** If a Customer makes a warranty claim for a Product during the Warranty Period, the Customer shall provide USDD with the Product model and serial number and failure information to initiate the RMA process. Upon USDD's issuance of the RMA, USDD will send the replacement Product, shipped postage paid ground shipping, to the address provided by Customer. RMA requests approved between 12:00 a.m. and 2:00 p.m. Mountain Standard Time are shipped on the same business day. After 2:00 p.m. Mountain Standard Time, the replacement Product is shipped on the next business day. All RMA requests are processed on the business day on which the request was received, excluding holidays. Included with the shipped package will be return shipment instructions and a pre-paid return shipping label for the Product that the Customer is returning. The original Product must be returned in the shipping box provided by USDD. No goods will be accepted for exchange or return without a pre-approved RMA number or which have not been properly packaged in USDD's shipping box to ensure that goods are not damaged due to improper packing and the shipping process. The original Product must be shipped back within 10 days of receiving the replacement. Failure to return the original Product, or failure to return in an appropriate manner, will cause Customer to incur a replacement charge equal to full market value of the replacement Product.

**9.5. No Fault Found.** USDD reserves the right to charge 50% of the standard repair price if the returned Product is found to have no defect covered by the Warranty. Customer understands that this fee is intended to discourage return of Products prior to proper troubleshooting or return because the product is "old." Product returns will not be allowed if, upon examination of the returned Product, it is determined that the Product was subjected to accident, misuse, neglect, alteration, improper installation, unauthorized repair, improper testing, or poor packaging upon return. In such event, USDD shall invoice Customer for the full market value of the replacement Product.

**9.6. WARRANTY EXCLUSIONS & DISCLAIMERS.**

**9.6.1.** USDD does not warrant that the operation of its Products or any related peripherals will be uninterrupted or error-free. USDD further does not warrant nor support any system configuration that deviates from this specific quote's documented station system design file number.

**9.6.2.** USDD does not warrant or support any system not installed by G2 Trained & Certified Installation technician (installer). If Customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the Products unless USDD has had a chance to review documented engineering assumptions and approve system integrity, performance, and reliability expectations.

**9.6.3.** USDD is not responsible for damage arising from Customer's failure to follow instructions relating to the use of the Products. This Warranty does not apply to any Products, including the hardware or software, not used for its intended purpose.

**9.6.4.** USDD cannot warrant nor support any system not using USDD-approved Uninterruptable Power Supply Battery Backup. This Warranty does not apply to monitors or televisions manufactured by third parties. Repair or replacement of such components shall be subject exclusively to the manufacturer's warranty, if any. Recovery and reinstallation of hardware and user data (including passwords) are not covered under this Warranty.

**9.6.5.** This Warranty does not apply: (a) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) to damage caused by use with non-USDD products; (d) to damage caused by accident, abuse, misuse, flood, lightning, fire, earthquake or other external causes; (e) to damage caused by operating the Product outside the permitted or intended uses described by USDD; (f) to damage or failure caused by installation or service (including upgrades and expansions) performed by anyone who is not a representative of USDD or a USDD authorized installer or service provider; (g) to a Product or part that has been modified to alter functionality or capability without the written permission of USDD; (h) to Software (as defined below); (i) to any other damage caused by an event or action outside of USDD's control, including, without limitation, Customer's failure to apply required or recommended updates or patches to any Software or Product; or (h) if any serial number has been removed or defaced.

**10. LIMITATIONS OF LIABILITY.** TO THE EXTENT PERMITTED BY LAW, THE LIMITED WARRANTY IN SECTION 9 OF THESE TERMS AND CONDITIONS AND ANY OTHER REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, USDD SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. If USDD cannot lawfully disclaim statutory or implied warranties, then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express Warranty and to repair or replacement service as determined by USDD in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

EXCEPT AS PROVIDED IN THE LIMITED WARRANTY IN SECTION 9 OF THESE TERMS AND CONDITIONS, AND TO THE EXTENT PERMITTED BY LAW, USDD IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; AND LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. USDD IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED, INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH USDD PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT.

ALL PRODUCT CLAIMS ARE LIMITED TO THOSE EXCLUSIVE REMEDIES SET FORTH IN THE LIMITED WARRANTY IN SECTION 9 OF THESE TERMS AND CONDITIONS. USDD'S AGGREGATE LIABILITY IN CONNECTION WITH THEREWITH SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS PAID BY CUSTOMER TO USDD FOR THE PRODUCTS GIVING RISE TO THE CLAIM. CUSTOMER SHALL NOT BRING A LEGAL OR EQUITABLE ACTION AGAINST USDD MORE THAN ONE YEAR AFTER THE FIRST EVENT GIVING RISE TO A CAUSE OF ACTION, UNLESS A SHORTER LIMITATIONS PERIOD IS PROVIDED BY APPLICABLE LAW. USDD disclaims any representation that it will be able to repair any Hardware under this Warranty or make a product exchange without risk to or loss of the programs or data stored thereon.

11. **SERVICE AGREEMENT.** The Product being purchased hereunder is not subject to any post-Warranty service agreement or maintenance program unless specifically contracted for between USDD and Customer. USDD offers a comprehensive post-Warranty Service Agreement at additional cost. Customer should contact USDD regarding its Service Agreement and costs associated therewith.
12. **SOFTWARE PRODUCTS.** All software Products delivered by USDD to Customer or for which USDD provides access, including, without limitation, USDD's mobile application software and Products with embedded software or firmware (collectively, "**Software**") are not sold and are licensed. At all times that Customer is in compliance with the terms of these Terms and Conditions and any other agreement between the parties, Customer shall have a non-exclusive, non-transferable, fully paid license to use the Software, but only in conjunction with the Products provided by USDD and Customer's fire station alerting system (the "**License**"). The terms of such Software License may be set forth in a separate software license agreement or end user license agreement provided by USDD with such Software. In no event shall Customer have any right to (or authorize or allow any third party to) distribute, sell, lend, rent, transfer, or convey the Software; grant any sublicense, lease, or other rights in the Software; decompile, disassemble, reverse engineer, or otherwise attempt to reconstruct, identify, or discover any source code, underlying user interface architecture or techniques, or algorithms of the Software by any means; or take any action that would cause the Software or any portion of it to be placed in the public domain. In the event of a conflict between the terms of any Software license terms provided upon download or purchase and these Terms and Conditions, the relevant Software license terms shall control solely with respect to such Software.
13. **INTELLECTUAL PROPERTY:** Customer hereby agrees and acknowledges that USDD owns all rights, title, and interest in and to the Intellectual Property (as defined below). Customer agrees to not remove, obscure, or alter USDD's or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through USDD's Product (as defined below). Nothing herein shall be deemed to give, transfer, or convey to Customer any rights in the Intellectual Property other than the License, as set forth above. For purposes of this Section, "**Intellectual Property**" means any and all rights of USDD related to USDD's Products existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all derivative works, work product, applications, renewals, extensions and restorations thereof, now or hereafter in force and effective worldwide.
14. **REMOTE ACCESS TO THE SYSTEM.**
- 14.1. **Remote Access.** USDD requires remote network access to the Customer's Products through Secure Shell (SSH) to perform implementation and support tasks under this Agreement. To enable remote network access, the Customer will provide USDD support personnel VPN or similar remote network access to the Products for USDD support personnel ("**Customer Support**") to effectively troubleshoot critical or complex problems and to expedite resolution of such issues. Remote network access is also used to install core software upgrades and customized software. USDD will only access Customer's Products with the knowledge and consent of Customer. USDD will not access any other systems or data.
- 14.2. **Alternative to Network Access.** If the Customer elects not to provide remote network access to the Products, then USDD may not be able to perform some support functions. Customers that elect not to routinely provide network access may temporarily reinstate this access to allow USDD to perform the above services. The following services will not be performed without this access: Product software upgrades; Product software customization; Network troubleshooting assistance including packet capture and network monitoring on USDD devices; Detailed log analysis; Bulk updates to certain Product database tables; Troubleshooting that requires low-level system access or large file transfer.
- 14.3. **Timely Access.** Customers must ensure that remote access is available prior to notifying USDD of a support request. In the event that the Customer is unable to provide remote access, USDD will not be required to provide support outside those tasks that do not require remote access, and any corresponding resolution response times will not apply.
- 14.4. **Physical Security Tokens.** USDD has multiple software engineers that provide after-hours support and these engineers do not typically take security tokens from the USDD office. If the customer requires the use of physical security tokens, this may delay after hours service.
15. **GOVERNING LAW.** This proposal and any contract or agreement resulting therefrom will be governed by and construed according to the laws of the State of Arizona without regard to its conflicts of law principles.
16. **DISPUTE RESOLUTION/ARBITRATION.** Before either USDD or Customer initiate any dispute resolution process related to the Agreement, they must schedule a mandatory executive resolution conference to be held within thirty (30) days of receipt of the other party's written request. The conference must be attended by at least one executive from each party. At the conference, each party will present its view of the dispute in detail and the executives will enter into good faith negotiations in an attempt to resolve the dispute. If the dispute is not resolved within fifteen (15) days of the end of the conference or if one party refuses to attend the executive resolution conference, then USDD and Customer further agree that any remaining dispute between them arising out of or relating to this Agreement will be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, to the extent such rules are not inconsistent with this Section, in the AAA's Phoenix regional office by a single, neutral arbitrator. Discovery may be conducted either upon mutual consent of the parties or by order of the arbitrator upon good cause being shown. In ruling on motions pertaining to discovery, the arbitrator shall consider that the purpose of arbitration is to provide for the efficient and inexpensive resolution of disputes, and the arbitrator shall limit discovery whenever appropriate to ensure that this purpose is preserved. The arbitrator shall permit dispositive motions and issue a written decision sufficient to explain the essential findings and conclusions and may award damages. Any award rendered by the arbitrator will be final and binding upon USDD and Customer, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. USDD and Customer expressly and irrevocably consent to the jurisdiction of the Maricopa County Superior Court of Arizona for such purpose. In the event a dispute is submitted to arbitration pursuant to this Section, the prevailing party shall be entitled to the payment of its reasonable attorneys' fees and costs, as determined by the arbitrator. Each of the parties shall keep all disputes and arbitration proceedings strictly confidential, except for disclosures of information required by applicable law or regulation.

17. **FORCE MAJEURE.** Except for Customer's duty to pay sums due hereunder, neither party will be liable to the other for any failure to meet its obligations due to any Force Majeure Event. As used herein, a "Force Majeure Event" is one that is beyond the reasonable control of the non-performing party and may include, but is not limited to: (a) delays or refusals to grant an export license or the suspension or revocation thereof, (b) embargoes, blockages, seizure or freeze of assets, or any other acts of any government that would limit a party's ability to perform the Contract, (c) fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God, (d) quarantines, pandemics, or regional medical crises, (e) labor strikes, lockouts, or pandemic worker shortages, (f) riots, strife, insurrection, civil disobedience, landowner disturbances, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property), and (g) shortages or inability to obtain materials or components. The party unable to fulfill its obligations due to Force Majeure will promptly (i) Notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of such failure; and (ii) Use all reasonable efforts to avoid or remove the cause and perform its obligations.

If a Force Majeure Event results in a delay, then the date of performance will be extended by the period of time that the non-performing party is actually delayed or for any other period as the parties may agree in writing. In the event that a Force Majeure Event is ongoing for a period of time which is sixty (60) days or longer, USDD may provide notice to Customer that it is cancelling its Order.

18. **ACCEPTANCE OF TERMS.** This proposal shall become a binding contract between the Customer and USDD when accepted in writing by the Customer. Without limiting the foregoing, issuance by Customer of a purchase order to USDD for any of the goods or services herein described shall constitute acceptance. Any such acceptance shall be with the mutual understanding that these Terms and Conditions of this proposal are a part thereof with the same effect as though signed by both parties named herein and shall prevail over any inconsistent provision of said order. No waiver, alteration, or modification of these terms and conditions shall be binding unless in writing and signed by an authorized representative of USDD.
19. **SEVERABILITY.** In the event any provision or portion of a provision herein is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions shall not be affected and, in lieu of such provision, a provision as similar in terms as may be legal, valid, and enforceable shall be added hereto.
20. **WAIVER.** The failure of either party to insist upon strict performance of any provision of these Terms and Conditions, or to exercise any right provided for herein, shall not be deemed to be a waiver for the future of such provision or right, and no waiver of any provision or right shall affect the right of the waiving party to enforce any provision or right herein.
21. **NO JOINT VENTURE.** The parties acknowledge that they are independent entities and nothing contained in these Terms and Conditions shall be construed to constitute either party hereto as the partner, joint venturer, employee, agent, servant, franchisee, or other representative of the other party hereto, and neither party has the right to bind or obligate the other, except as otherwise provided herein. Furthermore, nothing contained in these Terms and Conditions shall be construed to constitute Customer as an exclusive purchaser of the Products in any respect.

**THIS QUOTE SUBJECT TO REVIEW FOR ERRORS AND OMISSIONS.**



## FIRE DEPARTMENT

**To: Mayor and Town Council**  
**From: Stuart Blasingame, Fire Chief**  
**Through: Mario Canizares, Town Manager**  
**Re: Fire Station 4 Cascade SCBA Fill Station**

**Town Council Meeting – October 28, 2025**

**Strategic Visioning Priority: 4. Provide Excellent Municipal Services**

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**Agenda Item:**

Consider and act upon approving the purchase of one (1) Cascade SCBA Fill Station from August Industries Inc., through the BuyBoard Purchasing Cooperative Contract 698-23 in the amount of \$58,132.05.

**Description of Agenda Item:**

This purchase is for a cascade SCBA Fill Station from August Industries to provide refilling SCBA bottles at the new Fire Station No. 4.

**Budget Impact:**

The total expenditure for the Cascade SCBA Fill Station is \$58,132.05 which includes delivery and installation. This equipment is budgeted in FF&E for Fire Station No. 4 and will be funded from account No. 20010762-61900-FC202206.

**Attached Documents:**

1. August Industries Quote

**Town Staff Recommendation:**

Town Staff recommend approving the purchase of one (1) Cascade SCBA Fill Station from August Industries, Inc., through the BuyBoard Purchasing Cooperative Contract 698-23 in the amount of \$58,132.05.

**Proposed Motion:**

I move to approve the purchase of one (1) Cascade SCBA Fill Station from August Industries, Inc., through the BuyBoard Purchasing Cooperative Contract 698-23 in the amount of \$58,132.05.





October 14, 2025

## Proposal for Prosper FD

August Industries is pleased to provide you with the following quote on your system.

**AVAILABLE ON BUYBOARD CONTRACT 698-23**

### **BAUER VERTECON (LEGACY 2) 13 E3 VERTICAL COMPRESSOR PACKAGE**

- 4 STAGE, 6,000 PSI, 13 CFM CHARGING RATE COMPRESSOR BLOCK MODEL IK12.14II BLOCK
- 10 H.P. ELECTRIC THREE-PHASE MOTOR
- MOTOR CONTROLS AND PLC UNIT ARE HOUSED IN A NEMA 4, UL LISTED ENCLOSURE
- PLC WITH INDICATOR LAMPS FOR ALL WARNINGS AND FAULTS
- THE PLC WILL SUPPORT AND OFFER PROTECTION FOR LOW OIL PRESSURE, HIGH TEMPERATURE, AND MOTOR OVERLOAD WITH ALARMS AND AUTOMATIC SHUTDOWN
- EMERGENCY STOP BUTTON AND NON-RESETTABLE HOUR METER
- INSTALLED WITH P2 SECURUS ELECTRONIC MOISTURE MONITORING SYSTEM PURIFICATION SYSTEM CAPABLE OF UP TO 150,000 CF OF AIR BETWEEN CARTRIDGE CHANGE OUTS
- INSTALLED WITH AN AUTOMATIC DRAIN SYSTEM WITH RESERVOIR AND SILENCER
- INTERSTAGE GAUGES FOR MONITORING STAGE PRESSURES
- INSTALLED WITH ELECTRONIC CO MONITOR WIRED FOR ALARM AND SHUTDOWN
- 5 YEAR PARTS AND LABOR WARRANTY ON ENTIRE SYSTEM WITH SERVICE CONTRACT

### **BAUER CFS-2S/ CSCD FULL CONTAINMENT FILL STATION**

- FRONT LOADING, TWO POSITION, FULL CONTAINMENT STATION BUILT TO FULLY COMPLY WITH NFPA 1901 REQUIREMENTS
- TOP MOUNTED FOUR BANK CONTROL PANEL FOR CASCADE EFFICIENCY, BANK VALVES AND GAUGES
- ADJUSTABLE REGULATOR
- SAFETY DOOR INTERLOCKS PREVENT FILLING UNLESS DOOR IS CLOSED AND LOCKED
- TWO FILL HOSES WITH CGA HAND TIGHT FILL ADAPTERS



October 14, 2025

## Proposal for Prosper FD

### STORAGE SYSTEM

- FOUR UN/ISO 6000 PSI STORAGE BOTTLES WITH CGA-702 VALVES
- STORAGE BOTTLES HAVE 10 YEAR RETEST PERIOD
- WALL MOUNT TRACK AND CYLINDER CLAMPS FOR SECURE MOUNTING
- SUPPLIED WITH AN 8 FOOT HOSE FROM COMPRESSOR TO STORAGE
- ALL INTERCONNECTING HARDWARE, PIGTAILS AND VALVES AS REQUIRED FOR CONNECTION
- 100' REMOTE FILL HOSE AND REEL

Complete package as described, LIST PRICE:

\$66,517.00

**OUR QUOTE:****\$53,882.05**

### **TERMS:**

Net 30 with approved purchase order

**Price does not include shipping, installation or training (\$4,250.00 additional)**

This quoted price is valid for 60 days

Allow 8-10 weeks for completion



## PARKS AND RECREATION DEPARTMENT

**To:** Mayor and Town Council

**From:** Dan Baker, Director of Parks and Recreation

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

**Re:** Subject – Doe Branch Pedestrian Trail Construction Contract

Town Council Meeting – October 28, 2025

**Strategic Visioning Priority: 1. Acceleration of Infrastructure**

### **Agenda Item:**

Consider and act upon authorizing the Town Manager to execute a Construction Agreement with Ratliff Hardscape, Ltd. for the Doe Branch Trail Connections in the amount of \$312,116.65.

### **Description of Agenda Item:**

This construction contract is for sections of widened walkway along the south side of Gee Road between Denton Way and First Street. Also included is a short section of concrete hike and bike trail that will connect to an existing trail that serves The Preserve at Doe Creek neighborhood. The costs in the quote are based on an annual construction contract Ratliff has with the City of Richardson. The Town of Prosper will take advantage of the competitive pricing from this contract.

The Parks and Recreation Board recommended proceeding with the design of the project at their April 11, 2024, meeting. The CIP Subcommittee approved of this project at their April 16, 2024, meeting, and the project was approved as part of the FY 2024-2025 CIP program.

This project was bid earlier this year and included installing a pedestrian bridge over Doe Branch. The bid for this project was rejected, and the council CIP subcommittee recommended the reduced scope proposed for this contract.

### **Budget Impact:**

The total cost of construction is \$312,116.65. Funding for this contract is available in account PK202120-CONST-CONST. The current budget for the project is \$2,184,000.

### **Legal Obligations and Review:**

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

### **Attached Documents:**

1. Construction Proposal
2. Annual Contract

**Town Staff Recommendation:**

Town staff recommend that the Town Council approve authorizing the Town Manager to execute a Construction Agreement with Ratliff Hardscape, Ltd. for the Doe Branch Trail Connections in the amount of \$312,116.65.

**Proposed Motion:**

I move to approve authorizing the Town Manager to execute a Construction Agreement with Ratliff Hardscape, Ltd. for the Doe Branch Trail Connections in the amount of \$312,116.65.





EXHIBIT "B"

Item 10.

# SPECIAL CONDITIONS

Kurt Bielharz  
Town of Prosper  
409 E First Street  
Prosper, TX 75078  
[kbielharz@prospertx.gov](mailto:kbielharz@prospertx.gov)

PROJECT: Prosper Annual

DATE: 9/26/25

LOCATION: Prosper, TX

PROPOSAL NO: 25-09

THIS FOLLOWING SPECIAL CONDITIONS PROVIDED BY RATLIFF HARDSCAPE, LTD. ARE SET FORTH TO ENSURE OUR SCOPE OF WORK HAS BEEN PROPERLY COMMUNICATED AND UNDERSTOOD BY THE OWNER, GENERAL CONTRACTOR, OTHER SUB-CONTRACTORS, ENGINEERS, MUNICIPALITY, OR OTHER GOVERNMENT ENTITIES. IT IS OUR FULL INTENT TO PROVIDE QUALITY WORKMANSHIP, JOB-SITE SAFETY, AND A LONG-LASTING WORKING RELATIONSHIP THROUGHOUT THE PROJECT. PLEASE REVIEW IN ITS' ENTIRETY ALL CONDITIONS SO THAT ANY DISCREPANCIES MAY BE RESOLVED PRIOR TO COMMENCEMENT OF WORK. IF THE "YES" BOX IS CHECKED THEN THE CONDITION DESCRIBED IS INCLUDED IN THE SCOPE OF WORK. IF CHECKED "NO", THEN THE CONDITION IS NOT INCLUDED IN THE SCOPE OF WORK. INITIAL BELOW THAT YOU HAVE READ AND FULLY UNDERSTAND THESE CONDITIONS.

|    | YES                                 | NO                       |                                                                                                        |
|----|-------------------------------------|--------------------------|--------------------------------------------------------------------------------------------------------|
| 01 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | STAKING (BY OWNER)                                                                                     |
| 02 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | GEOTECHNICAL MATERIALS TESTING (BY OWNER)                                                              |
| 03 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | IMPACT FEES, CONNECTION FEES, METER FEES OR DEPOSITS                                                   |
| 04 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | STRUCTURAL ENGINEERING (FOR HARDSCAPE ONLY)                                                            |
| 05 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | ENGINEERING (BY OWNER)                                                                                 |
| 06 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | PERMIT FEES (FOR HARDSCAPE ONLY)                                                                       |
| 07 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | PAYMENT & PERFORMANCE BOND                                                                             |
| 08 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | MAINTENANCE BONDS                                                                                      |
| 09 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | INSPECTION FEES                                                                                        |
| 10 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | SALES TAX                                                                                              |
| 11 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | INSURANCE REQUIREMENTS                                                                                 |
| 12 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | TRAFFIC CONTROL                                                                                        |
| 13 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | MOBILIZATION (1 TIME ONLY)                                                                             |
| 14 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | SWPPP DESIGN                                                                                           |
| 15 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | SWPPP INSPECTIONS                                                                                      |
| 16 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | BUFF MORTAR (HARDSCAPE SCREENWALLS, COLUMN, & MONUMENTS)                                               |
| 17 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | BUFF MORTAR (RETAINING WALLS)                                                                          |
| 18 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | TREE REMOVAL; ALL TREES TO BE TAGGED AND MARKED BY OWNER & CITY (CHIPPED AND HAULED OFFSITE)           |
| 19 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | ROCK & BOULDER REMOVAL                                                                                 |
| 20 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | SEEDING, SODDING, OR HYDROMULCH                                                                        |
| 21 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | EROSION CONTROL AS NOTED IN PLANS                                                                      |
| 22 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | STAGING AREA (TO BE PROVIDED BY OWNER ON OR CONTIGUOUS TO SITE)                                        |
| 23 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | BACKFILL (ALL SCOPE OF WORK)                                                                           |
| 24 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | HAUL OFF OF EXISTING TRASH OR DEBRIS FOUND BURIED OR OTHERWISE HIDDEN FROM SITE OR NOT IN PLANS        |
| 25 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | HAUL OFF OF ANY UNSUITABLE MATERIAL                                                                    |
| 26 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | UNDERCUTTING, SELECT FILL, MOISTURE CONDITIONING                                                       |
| 27 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | UNDERGROUND UTILITY CONFLICTS (TO BE RELOCATED BY OTHERS)                                              |
| 28 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | UTILITY INSTALLATION (BASED ON UTILITY WORK INSTALLED PRIOR TO GAS, ELECTRIC, PHONE, CABLE, OR OTHERS) |
| 29 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | SPOILS TO BE STOCKED ON-SITE (APPROVED BY OWNER)                                                       |
| 30 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | ROADWAY SUB-GRADE MUST BE +/- 0.20 FEET PRIOR TO UTILITY CONSTRUCTION AND WILL BE RETURNED TO GRADE    |
| 31 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | PAVING & PAD SUBGRADE SHALL NOT EXCEED +/- 0.10 FEET. FINE GRADING OR TRIMMING BY PAVING CREW          |
| 32 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | EXPORT OF ANY DIRT ON-SITE                                                                             |
| 33 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | DEWATERING OF SCOPE OF WORK                                                                            |
| 34 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | IF VACUUM TRUCK IS NEEDED FOR PIERS; ADD \$1500 PER PIER                                               |
| 35 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | ELECTRICAL POWER SOURCE FOR ENTRY LIGHTING                                                             |
| 36 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | ELECTRICAL POWER SOURCE FOR IRRIGATION                                                                 |
| 37 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | FINAL CLEANUP                                                                                          |
| 38 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | SUBJECT TO RATLIFF'S LIMITED WARRANTY (ATTACHED AS EXHIBIT "C")                                        |

**NOTES:**

01  
02  
03  
04

IF THIS IS A REPAIR BID PROPOSAL OF WHICH RATLIFF DID NOT PERFORM THE CONCRETE UNDERGROUND PIER OR FOOTINGS, RATLIFF WILL NOT BE RESPONSIBLE FOR ANY SURFACE CRACKING AND WILL PROVIDE A ONE (1) YEAR LIMITED WARRANTY FROM THE COMPLETION DATE. SEE ATTACHED EXHIBIT "C".

I HAVE READ AND UNDERSTAND THE ABOVE CONDITIONS:

\_\_\_\_\_  
Initials Initials

## RATLIFF HARDSCAPE, LTD. ONE YEAR LIMITED WARRANTY

### RATLIFF HARDSCAPE, LTD.'S WARRANTY OBLIGATIONS ARE LIMITED TO THE TERMS SET FORTH BELOW

**THIS LIMITED WARRANTY:** This Ratliff Hardscape, Ltd. One Year Limited Warranty shall be referred to as the "**Limited Warranty**" in this document.

**WHAT IS COVERED:** Ratliff Hardscape, Ltd.'s ("**Ratliff**") Work. "**Work**" shall mean that certain work and those services further described between Ratliff and Owner (the "**Agreement**") and this Limited Warranty is an exhibit to such Agreement.

**WARRANTY:** Ratliff warrants that the Work furnished will: (i) be provided in a professional manner; (ii) be performed by appropriately knowledgeable and skilled personnel; (iii) conform to the requirements of the Agreement; (iv) conform to standards generally observed in the industry for similar services and work; and (v) will meet all applicable municipal or other jurisdictional requirements and other applicable laws pertaining to the Work.

Ratliff warrants that except for any Shrink Cracks, any cracking, in excess of one-quarter inch and longer than 20% of all the joints and edges of the concrete flatwork, occurring during the curing process and resulting from poor workmanship or use of substandard materials shall be repaired or replaced, at the sole election of Ratliff. Ratliff makes no claim that hairline cracks might not develop, but insures that reasonable precautions are taken to minimize their occurrences by using industry tested methods and quality materials. It is acknowledged that color differences may result for repairs. Please see the section entitled "Shrink Cracks and Control Joints" for a further explanation of shrink crack and control joints.

**EXCLUSIONS FROM COVERAGE:** Ratliff's Limited Warranty for the Work excludes loss, damages and defects caused by any of the following:

1. Any work performed, services provided or material supplied in accordance with any plans or specifications supplied, prepared or requested by the Owner, or by anyone on behalf of the Owner other than Ratliff, or Ratliff's employees, agents, contractors or subcontractors acting under Ratliff's direction (collectively "**Ratliff's Employees**").
2. Any defects caused or made worse by the negligence, gross negligence, willful conduct, abusive use, improper maintenance, lack of regular maintenance or other action of anyone other than Ratliff, or Ratliff's Employees.
3. Defects in driveways, walkways, patios, boundary walls, retaining walls, bulkheads, fences, landscaping, including without limitation sodding, seeding, shrubs, trees and plantings, off-site improvements, or any other improvements not part of the Work itself.
4. Any damage to the extent it is caused or made worse by failure of the Owner or by anyone other than Ratliff's Employees, to comply with the warranty requirements, including without limitation the Manufacturer Warranties, of manufacturers of items used in accordance with the Work; or failure by the Owner to give notice to Ratliff of any defects within a reasonable time; or changes of the grading of the ground by anyone other than Ratliff, or Ratliff's Employees; or changes, alterations or additions made to the Work by anyone after the Effective Date; dryness, cracking, dampness, condensation or soil movements, due to the failure of the Owner to maintain adequate irrigation; seepage of water; or insect damage.
5. Loss or damage which the Owner has not taken timely action to minimize.
6. Any defect in, caused by, or resulting from, materials or work supplied by anyone other than Ratliff or Ratliff's Employees, including without limitations defects covered under any of the Manufacturer Warranties.
7. Normal wear and tear or normal deterioration.

8. Loss or damage not specifically covered under this Limited Warranty.
9. Loss or damage not caused by a defect in the Work completed by Ratliff or Ratliff's Employees.
10. Loss or damage caused by, or resulting from, accidents, riot and civil commotion, fire, explosion, smoke, water escape, falling objects, aircraft, vehicles, acts of God, adverse environmental conditions, lightning, windstorms, hail, flood, mudslide, earthquake, wind-driven water and changes in the underground water table which were not reasonably foreseeable.
11. Defects, which are the result of characteristics common to the materials used (such as but not limited to fading and minor cracking).
12. Notwithstanding any provisions in this Limited Warranty to the contrary, this Limited Warranty shall not apply to any loss or damage related to any Shrink Cracks.
13. Notwithstanding any provisions in this Limited Warranty to the contrary, this Limited Warranty shall not apply to any loss or damage caused directly or indirectly by any underground movement, including without limitation any surface cracking, unless Ratliff performed repairs to the concrete underground pier or footings as part of the Work.
14. Loss or damage caused or made worse pursuant to the provisions specified in the section entitled "Notice of Claim".
15. Loss or damage to any third party manufactured products.

**TERM:** The terms of the coverage of this Limited Warranty begin on the date of substantial completion of the Work (the "**Effective Date**") and continue until the one (1) year anniversary of the Effective Date (the "**Expiration Date**"). The Effective Date of the warranty period for all incomplete punch list items identified in writing as "punch list items" as of the date of substantial completion of the Work shall begin when the Owner and Ratliff have mutually and reasonably agreed that such incomplete punch list items are 100% complete, in which case the Expiration Date for the warranty period for such incomplete punch list items shall be one (1) year following the Effective Date assigned to such incomplete punch list items.

**MANUFACTURERS' WARRANTIES:** Ratliff assigns and passes through to Owner the manufacturers' warranties on all manufactured products (including, but not limited to, bricks, cinder blocks, and manufactured stone) and equipment (collectively, the "**Manufacturer Warranties**").

#### **RATLIFF DOES NOT WARRANTY ANY THIRD PARTY MANUFACTURED PRODUCTS.**

**LIMITATIONS ON WARRANTY:** RATLIFF'S LIABILITY TO THE OWNER OR ANY OTHER THIRD PARTY, FOR A CLAIM OF ANY KIND ARISING AS A RESULT OF, OR RELATED TO THE GOODS OR SERVICES PROVIDED HEREUNDER, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), UNDER ANY WARRANTY, OR OTHERWISE, SHALL BE LIMITED TO MONETARY DAMAGES AND THE AGGREGATE AMOUNT THEREOF FOR ALL CLAIMS SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE AMOUNT PAID OR PAYABLE BY THE OWNER TO RATLIFF UNDER THE AGREEMENT. UNDER NO CIRCUMSTANCES SHALL RATLIFF BE LIABLE TO THE OWNER OR ANY THIRD PARTY FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING



LOST PROFITS), EVEN IF OWNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR WARRANTIES GRANTED BY THE OWNER TO ANY THIRD PARTY. THE OWNER ACKNOWLEDGES AND AGREES THAT THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NO ACTION, REGARDLESS OF FORM, ARISING UNDER THE AGREEMENT OR THIS LIMITED WARRANTY MAY BE BROUGHT BY THE OWNER AFTER THE EXPIRATION DATE.

#### DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTY AND REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED AND RATLIFF EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE GOODS OR OTHER SERVICES PROVIDED BY RATLIFF HEREUNDER, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY OR MERCHANTABLE QUALITY OR MERCHANTABILITY, DESIGN, QUANTITY, QUALITY, LAYOUT, FOOTAGE, PHYSICAL CONDITION, OPERATION, COMPLIANCE WITH SPECIFICATIONS, ABSENCE OF LATENT DEFAULTS OR COMPLIANCE WITH LAWS AND REGULATIONS (INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO HEALTH, SAFETY AND THE ENVIRONMENT), FITNESS FOR A PARTICULAR PURPOSE, OR THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE OR ANY OTHER MATTER AFFECTING THE WORK.

#### WARRANTY CLAIMS

**NOTICE OF CLAIM:** If the Owner believes a defect in the Work that is covered by this Limited Warranty arises, then Owner shall provide written notice to Ratliff, and Ratliff must receive such written notice, at Ratliff's current address of record, and such written notice shall include a detailed description of such defect (the "**Defect Notice**"). Ratliff must receive the Defect Notice on or before the *earlier of* the Expiration Date or thirty (30) days after the date Owner or any of Owner's shareholders, members, partners, owners, directors, managers, officers, employees, contractors, agents, or representatives discover the defect specified in such Defect Notice. Ratliff is not responsible for any loss or damage covered by this Limited Warranty if such loss or damage is caused or made worse by failure to give written notice to Ratliff of such defect within the time periods required pursuant to this paragraph.

**RATLIFF'S PERFORMANCE:** If a defect occurs in an item which is covered by this Limited Warranty, Ratliff, within 60 days after receipt of the related Defect Notice, will repair, replace, or pay Owner the reasonable cost of repairing or replacing the defective item. Ratliff's total liability under this Limited Warranty is limited pursuant to the provisions of the section entitled "Limitations on Warranty". Ratliff, in Ratliff's sole and absolute discretion, may choose among the repair, replacement or payment options specified in this paragraph. Steps taken by Ratliff to correct defects shall not act to extend the terms of this Limited Warranty.

**INSURANCE:** If Ratliff repairs, replaces, or pays the cost of repairing, any defect covered by this Limited Warranty for which Owner is covered by insurance, Owner must, upon request by Ratliff,

assign the proceeds of such insurance to Ratliff to the extent of the cost to Ratliff of such repair or replacement.

**SETTLEMENT OF DISPUTES:** All disputes between the parties may be resolved by litigation, in a court of competent jurisdiction, except that Ratliff may, at its sole option, require that any dispute be submitted to binding arbitration pursuant to the Construction Industry Rules of the American Arbitration Association. Each arbitrator selected by the American Arbitration Association shall be a licensed construction attorney with at least seven (7) years of experience. If the dispute is arbitrated, the award rendered by the arbitrator(s) shall be final, and the judgment may be entered upon it in accordance with the application law in any court having jurisdiction thereof. The arbitration election by Ratliff shall be made no later than thirty (30) days following receipt of service of process of any litigation from Owner or, if the claim is asserted by Ratliff, shall be made upon the filing of demand for arbitration by Ratliff. Notwithstanding the above, Ratliff shall not be deemed to have waived any right it may have to arbitrate its dispute with Owner by the filing of litigation against Owner and its surety. The demand for arbitration in no event shall be made after the date within institution of legal or equitable proceedings based upon such claim, dispute or other matter in question would be barred by the applicable statute of limitations. In the event of litigation or arbitration of any dispute between Ratliff and Owner, Ratliff (if it prevails in prosecution or defense) shall be awarded attorneys' fees, costs of court and such other damages as may be permitted by this Limited Warranty and applicable law. In the event of litigation or arbitration of any claim brought by Owner against Ratliff, the Owner (if it prevails) shall be awarded attorneys' fees and costs of court. Except as specifically provided in this Limited Warranty, Owner shall have no claim against Ratliff for any cause related to any defect in the Work whatsoever.

#### **MISCELLANEOUS**

**GENERAL PROVISIONS:** Should any provision of this Limited Warranty be deemed by a court of competent jurisdiction to be unenforceable, that determination will not affect the enforceability of the remaining provisions. Use of one gender in this Limited Warranty includes all other genders, and use of the plural includes the singular, all as may be appropriate. The section and subsection headings contained in this Limited Warranty are for reference purposes only and shall not effect in any way the meaning or interpretation of this Limited Warranty. This Limited Warranty is to be governed by and construed in accordance with the laws of the State of Texas. Capitalized terms not defined herein shall have the meaning set forth in the Agreement.

**No Ratliff Employee is authorized to make any modification, extension, or addition to this Limited Warranty.**

**SHRINK CRACKS AND CONTROL JOINTS:** Newly placed concrete can be expected to crack within the first few days of placement during the curing process. These cracks are often referred to as "**Shrink Cracks**". Shrink Cracks are, typically, narrow stress cracks in the surface of the concrete. Reinforcing steel and/or fiber will minimize the number and width of Shrink Cracks. "**Control Joints**" are saw cut or hand grooved joints in the concrete. Control Joints encourage the concrete to crack (there by relieving the natural stress of the curing process) along these predetermined cuts and grooves. Control Joints do not prevent Shrink Crack; however, they may assist in reducing and/or hiding the crack when they occur.

**[The Remainder of this Page is Left Intentionally Blank]**



December 5, 2024

Ratliff Hardscape LTD  
1740 Midway Road  
Lewisville, TX 75056

RE: Annual Contract: Hardscape Installation  
Contract Number: 323000111  
Effective Date: December 11, 2023 – December 10, 2024

The City of Richardson desires to renew the above referenced contract, which expires on December 10, 2024, for an additional one-year period, through December 10, 2025. This renewal would be consistent with the same terms and conditions as outlined in the original City of Richardson Bid #02-23.

If you are in agreement, please reply in writing, via email at [lisa.termorshuizen@cor.gov](mailto:lisa.termorshuizen@cor.gov) We look forward to hearing from you soon.

☒

Yes, I agree to renew the above referenced contract at the same terms and conditions of the original bid (with approved increase).

☐

No, I do not want to renew the above referenced contract.

Respectfully,

*Lisa Termorshuizen*

Lisa TerMorshuizen  
Purchasing Supervisor

Acknowledged & Approved:

Printed Name: David Wilford

Signature: [Signature]

Title: S-VP

Date: 12.5.24

P.O. Box 830309  
Richardson, TX 75083  
972.744.4130 Tel  
972.744.5808 Fax  
[www.cor.net](http://www.cor.net)

**LOWER TIER PARTICIPANT DEBARMENT CERTIFICATION**

David Wilford, being duly  
(Name of certifying official)

sworn or under penalty of perjury under the laws of the United States, certifies that neither  
Ratliff Hardscape, Ltd., nor its principals  
(Name of lower tier participant)

are presently:

- debarred, suspended, proposed for debarment,
- declared ineligible, or
- voluntarily excluded from participation in this transaction by any federal department or agency

Where the above identified lower tier participant is unable to certify to any of the above statements in this certification, such prospective participant shall indicate below to whom the exception applies, the initiating agency, and dates of action.

Exceptions will not necessarily result in denial of award but will be considered in determining contractor responsibility. Providing false information may result in criminal prosecution of administrative sanctions.

EXCEPTIONS:



\_\_\_\_\_  
Signature of Certifying Official

David Wilford, Sr. VP  
\_\_\_\_\_  
Title

11/25/24  
\_\_\_\_\_  
Date of Certification

**PROHIBITION OF BOYCOTT OF  
ENERGY COMPANIES**

Prohibition of Boycott Energy Companies. In accordance with Texas Government Code Chapter 2274, Professional (Contractor) verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended. This section does not apply if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

I, David Wilford, the Sr. VP  
(Name of Certifying Official) (Title or Position of Certifying Official)

of Ratliff Hardscape, Ltd., does hereby verify on behalf of said company to the  
(Name of Company)

City of Richardson that said company does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.



\_\_\_\_\_  
Signature of Certifying Official

David Wilford, Sr. VP

\_\_\_\_\_  
Title

11/25/24

\_\_\_\_\_  
Date of Certification



**PROHIBITION OF DISCRIMINATION AGAINST  
FIREARM ENTITIES AND FIREARM TRADE ASSOCIATIONS**

In accordance with Texas Government Code Chapter 2274, Professional (Contractor) verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement; and does not apply: (i) if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

I, David Wilford, the Sr. VP  
(Name of Certifying Official) (Title or Position of Certifying Official)

of Ratliff Hardscape, Ltd., does hereby verify on behalf of said company to the  
(Name of Company)

City of Richardson that said company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

\_\_\_\_\_  
Signature of Certifying Official

David Wilford, Sr. VP

\_\_\_\_\_  
Title

11/25/24

\_\_\_\_\_  
Date of Certification

**PROHIBITION ON CONTRACTS WITH  
COMPANIES BOYCOTTING ISRAEL**

Texas Government Code Chapter 2270, Prohibits on Contracts with Companies Boycotting Israel. A state agency and a political subdivision (which includes a city) may not enter a contract with a company for goods or services unless the contract contains a written verification from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract. This section does not apply if the Company is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Company has ten (10) or more fulltime employees and (ii) this Contract has a value of \$100,000.00 or more to be paid under the terms of this Contract.

"Boycott Israel" is defined to mean refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. "Company" is defined to mean a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

I, David Wilford, the Sr. VP  
(Name of Certifying Official) (Title or Position of Certifying Official)

of Ratliff Hardscape, Ltd., does hereby verify on behalf of said company to the  
(Name of Company)

City of Richardson that said company does not Boycott Israel and will not Boycott Israel (as that term is defined in Texas Government Code Section 808.001, as amended) during the term of this contract.

Signature of Certifying Official

David Wilford, Sr. VP

Title

Date of Certification

|             |                                                                                       |           |           | RATLIFF HARDSCAPE LTD |               |
|-------------|---------------------------------------------------------------------------------------|-----------|-----------|-----------------------|---------------|
| ITEM NO.    | DESCRIPTION                                                                           | EST. QTY. | UNIT      | UNIT PRICE            | AMOUNT        |
| 02-23-01-01 | Price per square foot turn key to install 4" Faux concrete system.                    | 5000      | sq ft     | 15.000                | \$ 75,000.00  |
| 02-23-01-02 | Price per square foot turn key to install 6" Faux concrete system.                    | 5000      | sq ft     | 21.000                | \$ 105,000.00 |
| 02-23-01-03 | Faux system post application price per square foot.                                   | 2000      | sq ft     | 24.000                | \$ 48,000.00  |
| 02-23-01-04 | Price per square foot to repair spoiled/damaged concrete.                             | 1000      | sq ft     | 20.000                | \$ 20,000.00  |
| 02-23-01-05 | Price per square foot to remove and dispose of existing concrete.                     | 1000      | sq ft     | 6.000                 | \$ 6,000.00   |
| 02-23-01-06 | Price per square foot to install turn key 4" concrete flat work; match existing grade | 10000     | sq ft     | 6.750                 | \$ 67,500.00  |
| 02-23-01-07 | Price per square foot to install turn key on top on ground 4" concrete flat work      | 4000      | sq ft     | 6.750                 | \$ 27,000.00  |
| 02-23-01-08 | Price per square foot to install turn key 6" concrete flat work; match existing grade | 5000      | sq ft     | 8.000                 | \$ 40,000.00  |
| 02-23-01-09 | Price per square foot to install turn key on top on ground 6" concrete flat work      | 2000      | sq ft     | 8.000                 | \$ 16,000.00  |
| 02-23-01-10 | Price per linear foot 6"x6" curb turn key.                                            | 1000      | lf        | 24.000                | \$ 24,000.00  |
| 02-23-01-11 | Price per square foot to install concrete beam 6" wide x 12" deep turn key.           | 1000      | sq ft     | 18.000                | \$ 18,000.00  |
| 02-23-01-12 | Price per square foot to install concrete beam 12"x12" turn key.                      | 1000      | sq ft     | 32.000                | \$ 32,000.00  |
| 02-23-01-13 | Price per linear foot to install playground border turn key.                          | 1000      | sq ft     | 50.000                | \$ 50,000.00  |
| 02-23-01-14 | Curb cut ramps-price per square foot to cut curbs, remove debris.                     | 1000      | sq ft     | 15.000                | \$ 15,000.00  |
| 02-23-01-15 | Price per square foot to install turn key, 12"wide x 4"deep concrete border.          | 1000      | linear ft | 12.000                | \$ 12,000.00  |
| 02-23-01-16 | Price per square foot to install turn key, 6" wide x 4" deep concrete border.         | 1000      | linear ft | 12.000                | \$ 12,000.00  |
| 02-23-01-17 | Install 1/2 minus decomposed granite 4" deep in excavated soil.                       | 1500      | sq ft     | 6.000                 | \$ 9,000.00   |
| 02-23-01-18 | Install 1/2 minus decomposed granite at a 4" depth in excavated soil.                 | 1500      | sq ft     | 9.000                 | \$ 13,500.00  |
| 02-23-01-19 | Price for traffic control with arrow board per day.                                   | 1         | day       | 1500.000              | \$ 1,500.00   |
| 02-23-01-20 | Price for traffic control without an arrow board per day.                             | 1         | day       | 1000.000              | \$ 1,000.00   |
| 02-23-01-21 | Truncated Dome ramps                                                                  | 2500      | sq ft     | 40.000                | \$ 100,000.00 |
| 02-23-01-22 | Install turnkey; brick/pavers or stone, in sand bed and sanded in place               | 5000      | sq ft     | 22.000                | \$ 110,000.00 |

| PRICE INCREASE |               |
|----------------|---------------|
| UNIT PRICE     | AMOUNT        |
| \$ 15.75       | \$ 78,750.00  |
| \$ 22.05       | \$ 110,250.00 |
| \$ 25.20       | \$ 50,400.00  |
| \$ 21.00       | \$ 21,000.00  |
| \$ 6.30        | \$ 6,300.00   |
| \$ 7.10        | \$ 71,000.00  |
| \$ 7.10        | \$ 28,400.00  |
| \$ 8.40        | \$ 42,000.00  |
| \$ 8.40        | \$ 16,800.00  |
| \$ 25.20       | \$ 25,200.00  |
| \$ 18.90       | \$ 18,900.00  |
| \$ 33.60       | \$ 33,600.00  |
| \$ 52.50       | \$ 52,500.00  |
| \$ 15.75       | \$ 15,750.00  |
| \$ 12.60       | \$ 12,600.00  |
| \$ 12.60       | \$ 12,600.00  |
| \$ 6.30        | \$ 9,450.00   |
| \$ 9.45        | \$ 14,175.00  |
| \$ 1,500.00    | \$ 1,500.00   |
| \$ 1,000.00    | \$ 1,000.00   |
| \$ 42.00       | \$ 105,000.00 |
| \$ 23.10       | \$ 115,500.00 |

| PERCENT INCREASE |
|------------------|
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|             |                                                                                           |       |           |         |                        |
|-------------|-------------------------------------------------------------------------------------------|-------|-----------|---------|------------------------|
| 02-23-01-23 | Install turnkey;<br>brick/pavers or stone, on a<br>3" concrete base mortared              | 5000  | sq ft     | 26.000  | \$ 130,000.00          |
| 02-23-01-24 | Install turnkey;<br>brick/pavers or stone, on a<br>4" concrete base mortared              | 5000  | sq ft     | 28.000  | \$ 140,000.00          |
| 02-23-01-25 | Install brick or stone on<br>walls and or columns etc;<br>remove and dispose of           | 2500  | sq ft     | 40.000  | \$ 100,000.00          |
| 02-23-01-26 | Remove and salvage<br>existing natural stone                                              | 2500  | sq ft     | 16.000  | \$ 40,000.00           |
| 02-23-01-27 | Remove and salvage<br>existing cultured stone                                             | 2500  | sq ft     | 18.000  | \$ 45,000.00           |
| 02-23-01-28 | Remove and salvage<br>existing capstone stone                                             | 2500  | sq ft     | 16.000  | \$ 40,000.00           |
| 02-23-01-29 | Install new or salvaged<br>capstone                                                       | 2500  | sq ft     | 24.000  | \$ 60,000.00           |
| 02-23-01-30 | Install natural stone<br>vaneers with salvaged<br>stone and furnishing                    | 5000  | sq ft     | 28.000  | \$ 140,000.00          |
| 02-23-01-31 | Install cultured stone<br>vaneers with salvaged<br>stone and furnishing<br>additional     | 5000  | sq ft     | 28.000  | \$ 140,000.00          |
| 02-23-01-32 | Hourly cost for additional<br>work requested                                              | 100   | hr        | 185.000 | \$ 18,500.00           |
| 02-23-01-33 | Price of markup on<br>materials (percentage) for<br>materials (stone, pavers)             | 1     | ea        | 15.000  | \$ 15.00               |
| 02-23-01-34 | Labor to install rock of<br>various sizes; price per<br>square foot                       | 2000  | sq ft     | 18.000  | \$ 36,000.00           |
| 02-23-01-35 | Sod installation per square<br>yard                                                       | 2000  | sq yd     | 9.000   | \$ 18,000.00           |
| 02-23-01-36 | Concrete stain on existing<br>concrete or new concrete<br>per square foot                 | 1000  | sq ft     | 12.000  | \$ 12,000.00           |
| 02-23-01-37 | Saw Cut - expansion joints<br>etc., per linear square foot                                | 2000  | linear ft | 3.000   | \$ 6,000.00            |
| 02-23-01-38 | Sealing expansion joints<br>(caulk) per linear foot                                       | 1000  | linear ft | 5.000   | \$ 5,000.00            |
| 02-23-01-39 | Rough grading-1000<br>square foot minimum;<br>price per square foot                       | 10000 | sq ft     | 3.000   | \$ 30,000.00           |
| 02-23-01-40 | Final Grade-1000 square<br>foot minimum' price per<br>square foot                         | 10000 | sq ft     | 1.000   | \$ 10,000.00           |
| 02-23-01-41 | Structural Concrete-price<br>per cubic yard including<br>incidentals                      | 300   | cubic ft  | 800.000 | \$ 240,000.00          |
| 02-23-01-42 | Soil import hauling cost;<br>price per cubic yard                                         | 1000  | cubic yd  | 45.000  | \$ 45,000.00           |
| 02-23-01-43 | Export soil and debris<br>including disposal cost;<br>price per cubic yard                | 1000  | cubic yd  | 45.000  | \$ 45,000.00           |
| 02-23-01-44 | Price per square foot to<br>install turnkey 12" wide X<br>6" deep, concrete mow<br>strip. | 1000  | linear ft | 18.000  | \$ 18,000.00           |
| 02-23-01-45 | Misc. Rock/Stone Mortar<br>Work                                                           | 2000  | sq ft     | 24.000  | \$ 48,000.00           |
|             | <b>TOTAL GROSS PRICE</b>                                                                  |       |           |         | <b>\$ 2,169,015.00</b> |

|           |                        |
|-----------|------------------------|
| \$ 27.30  | \$ 136,500.00          |
| \$ 29.40  | \$ 147,000.00          |
| \$ 42.00  | \$ 105,000.00          |
| \$ 16.80  | \$ 42,000.00           |
| \$ 18.90  | \$ 47,250.00           |
| \$ 16.80  | \$ 42,000.00           |
| \$ 25.20  | \$ 63,000.00           |
| \$ 29.40  | \$ 147,000.00          |
| \$ 29.40  | \$ 147,000.00          |
| \$ 194.25 | \$ 19,425.00           |
| \$ 15.75  | \$ 15.75               |
| \$ 18.90  | \$ 37,800.00           |
| \$ 9.45   | \$ 18,900.00           |
| \$ 12.60  | \$ 12,600.00           |
| \$ 3.15   | \$ 6,300.00            |
| \$ 5.25   | \$ 5,250.00            |
| \$ 3.15   | \$ 31,500.00           |
| \$ 1.05   | \$ 10,500.00           |
| \$ 840.00 | \$ 252,000.00          |
| \$ 47.25  | \$ 47,250.00           |
| \$ 47.25  | \$ 47,250.00           |
| \$ 18.90  | \$ 18,900.00           |
| \$ 25.20  | \$ 50,400.00           |
|           | <b>\$ 2,277,515.75</b> |

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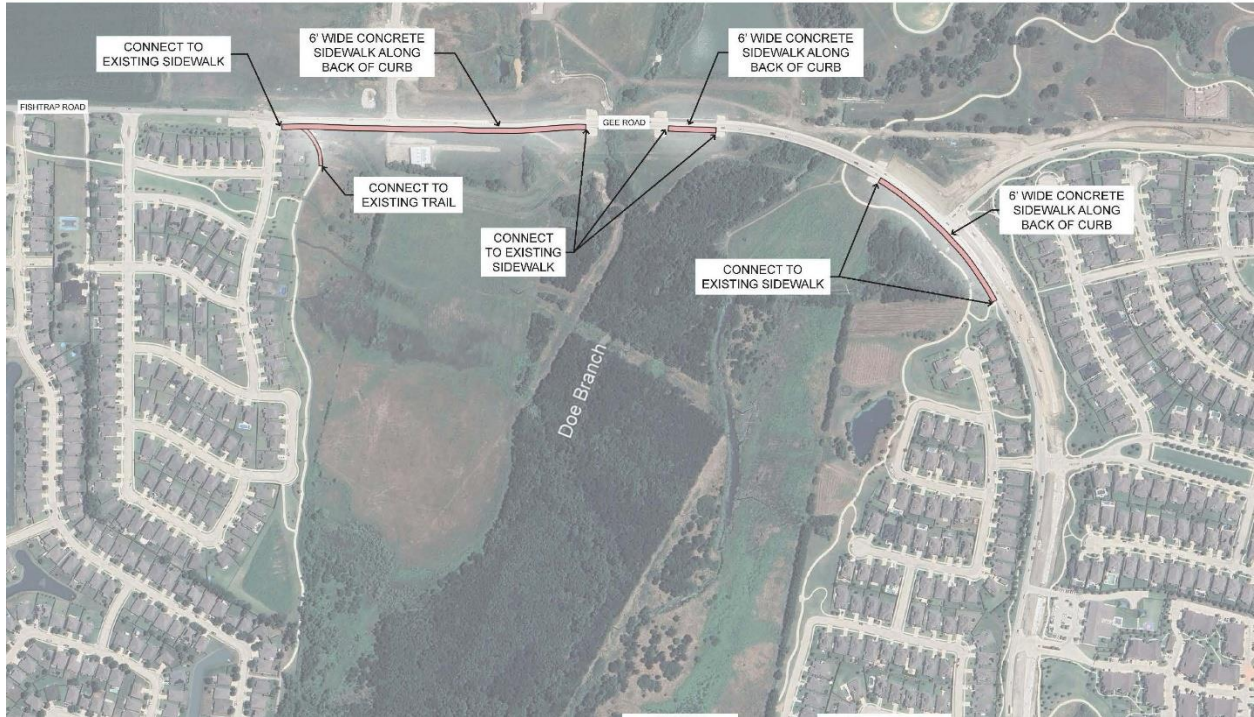
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## PARKS AND RECREATION

**To:** Mayor and Town Council

**From:** Dan Baker, Director of Parks and Recreation

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

**Re:** PSA for Mahard Pkwy and Prairie Drive Medians Landscape Design and Installation

**Town Council Meeting – October 28, 2025**

**Strategic Visioning Priority: 4. Provide Excellent Municipal Services**

**Agenda Item:**

Consider and act upon approving a Professional Services Agreement between Kimley-Horn and Associates, Inc. and the Town of Prosper, Texas, for the preparation of plans and construction documents for landscaping of Mahard Pkwy and Prairie Drive roadway medians in the amount of \$100,000, and authorize the Town Manager to execute documents for the same.

**Description of Agenda Item:**

This project involves developing plans and construction documents for landscaping and irrigation improvements in the roadway medians of Mahard Pkwy and Prairie Drive, west of the intersection with Mahard Pkwy. The scope for this contract includes landscape installation for the medians in Mahard Pkwy, but only landscape design for the Prairie Drive medians. Landscape installation of the Prairie Drive medians will be done in a future budget year. This project is included in the FY26 CIP budget as recommended by the Council CIP Subcommittee and approved by the Town Council.

**Budget Impact:**

The total cost of design services is \$100,000. Funding for this contract is available in accounts PK202539 DESGN-PROFS for Prairie Medians and PK 202540 DESGN-PROFS for Mahard Pkwy medians.

**Legal Obligations and Review:**

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

**Attached Documents:**

1. Professional Services Agreement with Scope Proposal and Anticipated Schedule

**Town Staff Recommendation:**

Town Staff recommend that the Town Council approve a Professional Services Agreement between Kimley-Horn and Associates, Inc. and the Town of Prosper, Texas, for the preparation of plans and construction documents for landscaping of Mahard Pkwy and Prairie Drive roadway medians in the amount of \$100,000, and authorize the Town Manager to execute documents for the same.

**Proposed Motion:**

I move to approve a Professional Services Agreement between Kimley-Horn and Associates, Inc. and the Town of Prosper, Texas, for the preparation of plans and construction documents for landscaping of Mahard Pkwy and Prairie Drive roadway medians in the amount of \$100,000, and authorize the Town Manager to execute documents for the same.

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND KIMLEY-HORN AND ASSOCIATES, INC.  
FOR THE MAHARD AND PRAIRIE DRIVE MEDIANS PROJECT**

This Agreement for Professional Engineering Services, hereinafter called "Agreement," is entered into by the **Town of Prosper, Texas**, a municipal corporation, duly authorized to act by the Town Council of said Town, hereinafter called "Town," and **Kimley-Horn and Associates, Inc** a company authorized to do business in Texas, acting through a duly authorized officer, hereinafter called "Consultant," relative to Consultant providing professional engineering services to Town. Town and Consultant when mentioned collectively shall be referred to as the "Parties."

**W I T N E S S E T H:**

**WHEREAS**, Town desires to obtain professional engineering services in connection with the **Mahard and Prairie Drive Medians Project**, hereinafter called "Project";

For the mutual promises and benefits herein described, Town and Consultant agree as follows:

1. **Term of Agreement.** This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.
2. **Services to be Performed by Consultant.** The Parties agree that Consultant shall perform such services as are set forth and described in **Exhibit A - Scope of Services** and incorporated herein as if written word for word. All services provided by Consultant hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of their profession. In case of conflict in the language of Exhibit A and this Agreement, this Agreement shall govern and control. Deviations from the Scope of Services or other provisions of this Agreement may only be made by written agreement signed by all Parties to this Agreement.
3. **Prompt Performance by Consultant.** Consultant shall perform all duties and services and make all decisions called for hereunder promptly and without unreasonable delay as is necessary to cause Consultant's services hereunder to be timely and properly performed. Notwithstanding the foregoing, Consultant agrees to use diligent efforts to perform the services described herein and further defined in any specific task orders, in a manner consistent with these task orders; however, the Town understands and agrees that Consultant is retained to perform a professional service and such services must be bound, first and foremost, by the principles of sound professional judgment and reasonable diligence.
4. **Compensation of Consultant.** Town agrees to pay to Consultant for satisfactory completion of all services included in this Agreement a total fee of one hundred and twenty seven and 00/100 Dollars (\$127,000) for the Project as set forth and described in **Exhibit B - Compensation Schedule** and incorporated herein as if written word for word. Lump sum fees shall be billed monthly based on the percentage of completion. Hourly not to exceed fees shall be billed monthly based on hours of work that have been completed. Direct Costs for expenses such as mileage, copies, scans, sub-consultants, and similar costs are included in fees and shall be billed as completed.

Consultant agrees to submit statements to Town for professional services no more than once per month. These statements will be based upon Consultant's actual services performed and reimbursable expenses incurred, if any, and Town shall endeavor to make prompt payments. Each statement submitted by Consultant to Town shall be reasonably itemized to show the amount of work performed during that period. If Town fails to pay Consultant within sixty (60) calendar days of the receipt of Consultant's invoice, Consultant may, after giving ten (10) days written notice to Town, suspend professional services until paid.

Nothing contained in this Agreement shall require Town to pay for any work that is unsatisfactory as reasonably determined by Town or which is not submitted in compliance with the terms of this Agreement.

The Scope of Services shall be strictly limited. Town shall not be required to pay any amount in excess of the original proposed amount unless Town shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

5. **Town's Obligations.** Town agrees that it will (i) designate a specific person as Town's representative, (ii) provide Consultant with any previous studies, reports, data, budget constraints, special Town requirements, or other pertinent information known to Town, when necessitated by a project, (iii) when needed, assist Consultant in obtaining access to properties necessary for performance of Consultant's work for Town, (iv) make prompt payments in response to Consultant's statements and (v) respond in a timely fashion to requests from Consultant. Consultant is entitled to rely upon and use, without independent verification and without liability, all information and services provided by Town or Town's representatives.

6. **Ownership and Reuse of Documents.** Upon completion of Consultant's services and receipt of payment in full therefore, Consultant agrees to provide Town with copies of all materials and documents prepared or assembled by Consultant under this Agreement and that Town may use them without Consultant's permission for any purpose relating to the Project. Any reuse of the documents not relating to the Project shall be at Town's risk. Consultant may retain in its files copies of all reports, drawings, specifications and all other pertinent information for the work it performs for Town.

7. **Town Objection to Personnel.** If at any time after entering into this Agreement, Town has any reasonable objection to any of Engineer's personnel, or any personnel, professionals and/or consultants retained by Engineer, Engineer shall promptly propose substitutes to whom Town has no reasonable objection, and Engineer's compensation shall be equitably adjusted to reflect any difference in Engineer's costs occasioned by such substitution.

8. **Insurance.** Consultant shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement applicable insurance policies as described in **Exhibit C - Insurance Requirements** and incorporated herein as if written word for word. Consultant shall submit to Town proof of such insurance prior to commencing any work for Town.

9. **Indemnification.** **CONSULTANT DOES HEREBY COVENANT AND AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ITS OFFICIALS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES AND INVITEES FROM AND AGAINST LIABILITY, CLAIMS, SUITS, DEMANDS AND/OR CAUSES OF ACTION, (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES AND COSTS OF LITIGATION), WHICH MAY ARISE BY REASON OF DEATH OR INJURY TO PROPERTY OR PERSONS BUT ONLY TO THE EXTENT OCCASIONED BY THE NEGLIGENT ACT, ERROR OR OMISSION OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, INVITEES OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS AGREEMENT.**

**IN THE EVENT THAT TOWN AND CONSULTANT ARE CONCURRENTLY NEGLIGENT, THE PARTIES AGREE THAT ALL LIABILITY SHALL BE CALCULATED ON A COMPARATIVE BASIS OF FAULT AND RESPONSIBILITY AND THAT NEITHER PARTY SHALL BE REQUIRED TO DEFEND OR INDEMNIFY THE OTHER PARTY FOR THAT PARTY'S NEGLIGENT OR INTENTIONAL ACTS, ERRORS OR OMISSIONS.**

10. **Notices.** Any notices to be given hereunder by either Party to the other may be affected either by personal delivery, in writing, or by registered or certified mail to the following addresses:

Kimley-Horn and Associates, Inc.  
L. Nathan Ante, P.E., Sr. Vice Pres.  
2201 W. Royal Lane, Suite 275  
Irving, TX 75063  
[Nathan.Ante@kimley-horn.com](mailto:Nathan.Ante@kimley-horn.com)

Town of Prosper  
Mario Canizares, Town Manager  
PO Box 307  
Prosper, TX 75078  
[mcanizares@prospertx.gov](mailto:mcanizares@prospertx.gov)

11. **Termination.** The obligation to provide further services under this Agreement may be terminated by either Party in writing upon thirty (30) calendar days' notice. In the event of termination by Town, Consultant shall be entitled to payment for services rendered through receipt of the termination notice.

12. **Sole Parties and Entire Agreement.** This Agreement shall not create any rights or benefits to anyone except Town and Consultant and contains the entire agreement between the Parties. Oral modifications to this Agreement shall have no force or effect.

13. **Assignment and Delegation.** Neither Town nor Consultant may assign its rights or delegate its duties without the written consent of the other Party. This Agreement is binding on Town and Consultant to the extent permitted by law. Nothing herein is to be construed as creating any personal liability on the part of any Town officer, employee or agent.

14. **Texas Law to Apply; Successors; Construction.** This Agreement shall be construed under and in accordance with the laws of the State of Texas. It shall be binding upon, and inure to the benefit of, the Parties hereto and their representatives, successors and assigns. Should any provisions in this Agreement later be held invalid, illegal or unenforceable, they shall be deemed void, and this Agreement shall be construed as if such provision had never been contained herein.

15. **Conflict of Interest.** Consultant agrees that it is aware of the prohibited interest requirement of the Town Charter, which is repeated in **Exhibit D - Conflict of Interest Affidavit** and incorporated herein as if written word for word, and will abide by the same. Further, a lawful representative of Consultant shall execute the Affidavit included in the exhibit. Consultant understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, Local Government Code, as amended, and will abide by the same. In this connection, a lawful representative of Consultant shall execute the Conflict of Interest Questionnaire, Form CIQ, attached hereto as **Exhibit E - Conflict of Interest Questionnaire** and incorporated herein as if written word for word.

16. **Venue.** The Parties herein agree that this Agreement shall be enforceable in Prosper, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Collin County, Texas.

17. **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 non-binding mediation.

18. **Prevailing Party.** In the event a Party 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).

19. **“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 Agreement that the company does not boycott Israel and will not boycott Israel during the term of this Agreement.

20. **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.

21. **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.

22. **Signatories.** Town warrants and represents that the individual executing this Agreement on behalf of Town has full authority to execute this Agreement and bind Town to the same. Consultant warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Consultant to same.

**IN WITNESS WHEREOF**, the Parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



KIMLEY-HORN AND ASSOCIATES, INC.

TOWN OF PROSPER, TEXAS

By:   
Signature  
Andrew J. Budke  
Printed Name  
Associate  
Title  
August 25, 2025  
Date

By: \_\_\_\_\_  
Signature  
Mario Canizares  
Printed Name  
Town Manager  
Title  
\_\_\_\_\_  
Date

By:   
Signature  
L. Nathan Ante, P.E.  
Printed Name  
Senior Vice President  
Title  
August 25, 2025  
\_\_\_\_\_  
Date

## EXHIBIT A SCOPE OF SERVICES

### PROFESSIONAL ENGINEERING SERVICES AGREEMENT BETWEEN THE TOWN OF PROSPER, TEXAS, AND KIMLEY-HORN AND ASSOCIATES, INC. FOR THE MAHARD AND PRAIRIE DRIVE MEDIANS PROJECT

#### **I. PROJECT DESCRIPTION**

This project includes the design of landscape medians for Prairie Drive from S. Teel Parkway to Mahard Parkway, and for Mahard Parkway from Prairie Drive to US 380. The design improvements generally include concrete paving, landscape, and irrigation within the existing medians.

Survey of existing site is excluded from this Agreement, plans will be developed based on existing CAD files provided to Kimley-Horn by the Town. This scope of this Agreement excludes design for vehicular drives and/or curbs, sidewalks, landscape outside of the existing medians, monument signs, electrical and lighting, and grading and drainage improvements. Bidding and Construction Phase services for Prairie Drive is excluded, but can be provided as an additional service.

#### **II. TASK SUMMARY**

##### **Task 1 - Mahard Preliminary Design (50%)**

- 1.1. Project Management and Administration
  - 1.1.1. Up to two (2) meetings with Town staff and stakeholders
  - 1.1.2. Up to one (1) project site visit
  - 1.1.3. Develop project schedule and interim milestones.
  - 1.1.4. Project correspondence and invoicing.
- 1.2. Data Collection
  - 1.2.1. Consultant will rely on the Town to provide Town Design Criteria (median paving, landscape, and irrigation), Standard Details, Ordinances, and Master Plan documents applicable to the project.
- 1.3. General Plan Sheets
  - 1.3.1. Prepare plan sheets (originals may be 22"x34" at a scale of 1"=20').
  - 1.3.2. Prepare miscellaneous plan sheets.
    - Cover Sheet
    - Sheet Index
    - General Notes (anticipated to be provided by Town)
    - Identify and prepare special specifications and/or special provisions applicable to the project.

#### 1.4. Landscape and Irrigation Design (Median Only)

- 1.4.1. Coordinate with Town on proposed median landscaping and irrigation to meet Town standards.
- 1.4.2. Prepare preliminary planting plans including trees, planting areas, and turf. Planting plans will show plant species, sizes, and location.
- 1.4.3. Prepare plan sheets for planting details and specifications, including canopy trees, ornamental trees, shrubs and groundcover, and turf.
- 1.4.4. Prepare preliminary irrigation plans per Town standards for irrigation equipment. Irrigation plans will show head layout, pipe sizing, controller/valve locations, and standard details.

#### 1.5. Opinion of Probable Construction Cost (OPCC)

- 1.5.1. Compile and prepare a preliminary opinion of probable construction cost (OPCC) for the project using recent average unit bid prices which are representative of similar types of construction in the local area.

#### 1.6. Preliminary Design Submittal

- 1.6.1. Refer to **III. DELIVERABLES.**

### Task 2 - Mahard Final Design (90% and Final)

#### 90% Design Submittal

#### 2.1. Project Management and Administration

- 2.1.1. Up to one (1) meeting with Town staff and stakeholders.
- 2.1.2. Implement QC plan.
- 2.1.3. Update project schedule and interim milestones.
- 2.1.4. Project correspondence and invoicing.

#### 2.2. General Plan Sheets

- 2.2.1. Incorporate preliminary design submittal review comments.
- 2.2.2. Finalize plan sheets (originals may be 22"x34" at a scale of 1"=20').
- 2.2.3. Finalize miscellaneous plan sheets:
  - Cover Sheet
  - Sheet Index
  - General Notes
- 2.2.4. Finalize special specifications and/or special provisions applicable to the project.

#### 2.3. Landscape and Irrigation Design (Median Only)

- 2.3.1. Finalize landscape and irrigation design upon Town approval of preliminary landscape and irrigation plans. Final plans will be in accordance with Town requirements.
- 2.3.2. Prepare final planting plans including trees, planting areas, and turf. Planting plans will show plant species, sizes, and location.
- 2.3.3. Compile applicable Town standard planting and irrigation details and specifications.
- 2.3.4. Prepare final irrigation plans per Town standards for irrigation equipment. Irrigation plans will show head layout, pipe sizing, controller / valve locations, and standard details.
- 2.4. Opinion of Probable Construction Cost (OPCC)
  - 2.4.1. Update opinion for construction cost using recent average unit bid prices which are representative of similar types of construction in the local area.
- 2.5. Project Manual
  - 2.5.1. It is anticipated that the Town will compile the project manual. Consultant to provide the following:
    - Pay item listing
    - Quantities
    - Update the overall OPCC
- 2.6. Final Design Submittal (90%)
  - 2.6.1. Refer to **III. DELIVERABLES.**
- 2.7. Final Design Submittal
  - 2.7.1. Incorporate the final design submittal review comments.
  - 2.7.2. Prepare the final OPCC.
  - 2.7.3. Final design submittal (Final) (to be used by the Town for bidding).
  - 2.7.4. Incorporate the final design submittal review comments.
  - 2.7.5. It is anticipated the following sheets will be included in the construction plans:
    - Cover Sheet
    - Sheet Index
    - General Notes
    - Project Control
    - Hardscape Plan
    - Landscape Plan
    - Irrigation Plan
    - Standard Details
  - 2.7.6. Refer to **III. DELIVERABLES.**

### Task 3 - Mahard Bidding and Construction Phase Services

#### 3.1. Bid Phase Services

- 3.1.1. Town will issue bid documents to prospective bidders via electronic site, maintain a list of bidders to whom bidding documents have been issued, and addenda as appropriate to interpret, clarify, or expand the bidding documents. Assist the Town as needed.
- 3.1.2. Attend the pre-bid meeting and bid opening.
- 3.1.3. Final construction plan submittal (conformed sets). Refer to **III. DELIVERABLES**.
- 3.1.4. The budgeted fee for this Task is based upon approximately 8 hours for bid phase services. We will not proceed with performance of services beyond the hours budgeted, without written authorization by the Town.

#### 3.2. Construction Phase Services

- 3.2.1. Shop Drawings and Submittals Review. Review and approve or take other appropriate action in respect to Shop Drawings and Submittals and other data which the Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
- 3.2.2. Clarifications and Interpretations. When requested, review laboratory testing reports, requests for information (RFI), field change requests, and change orders and provide comments and/or responses to Town. Provide written responses to RFI's or clarification to Town or contractor. Provide and maintain an accurate Change Order Log, Submittal Log and RFI Log throughout the duration of the Project and make such logs available to the Town upon request. If requested by the Town, render written decisions on all claims of the Town and the contractor relating to the acceptability of the contractor's work or the interpretation of the requirements of the contract documents pertaining to the progress of the contractor's work.
- 3.2.3. The total budgeted fee for Construction Phase Services is approximately 20 hours. We will not proceed with the performance of services beyond the hours budgeted, without written authorization by the Town. Consultant shall perform its services in accordance with such Project schedule as is specified in the Contract, but in any event as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project in the case of delays caused by the Town's review of documents submitted under this Contract.

### Task 4 - Mahard Record Drawings

- 4.1. Consultant will prepare construction Record Documents based on the information received from the Contractor.
- 4.2. The budgeted fee for this Task is based upon approximately 5 hours. We will not proceed with performance of services beyond the hours budgeted, without written authorization by the Town.
- 4.3. Record Documents submittal, refer to **III. DELIVERABLES**

## Task 6 - Prairie Conceptual Design (30%)

### 6.1. Project Management and Administration

- 6.1.1 Up to two (2) meeting with Town staff and stakeholders.
- 6.1.2 Up to one (1) project site visit.
- 6.1.3 Develop project schedule and interim milestones.
- 6.1.4 Project correspondence and invoicing.

### 6.2. Data Collection

- 6.2.1 Consultant will rely on the Town to provide Town Design Criteria (median paving, landscape, and irrigation), Standard Details, Ordinances, and Master Plan documents applicable to the project

### 6.3. Conceptual Landscape Plan Exhibit

- 6.3.1 Prepare one (1) conceptual median landscape plan exhibit (roll plot format at appropriate scale as determined by the landscape architect). Items to be included:
  - Concrete median paving locations
  - Landscape Bed location and layout
  - Tree Locations
  - Existing curbs and curb ramps
  - Irrigation connection points

### 6.4. Conceptual Design submittal

- 6.4.1 Refer to **III. DELIVERABLES**

## Task 7 - Prairie Preliminary Design (60%)

### 7.1. Project Management and Administration

- 7.1.1 Up to one (1) meeting with Town staff and stakeholders.
- 7.1.2 Implement QC plan.
- 7.1.3 Update project schedule and interim milestones.
- 7.1.4 Project correspondence and invoicing.

### 7.2. General Plan Sheets

- 7.2.1 Incorporate conceptual design submittal review comments.
- 7.2.2 Upon Town approval of the Conceptual Design, prepare plan sheets (originals may be 22"x34" at a scale of 1"=20').
- 7.2.3 Prepare miscellaneous plan sheets:
  - Cover Sheet
  - Sheet Index
  - General Notes (anticipated to be provided by Town)
  - Identify and prepare special specifications and/or special provisions applicable to the

project.

### 7.3. Landscape and Irrigation Design (Median Only)

- 7.3.1. Coordinate with Town on proposed median landscaping and irrigation to meet Town standards.
- 7.3.2. Prepare preliminary planting plans including trees, planting areas, and turf. Planting plans will show plant species, sizes, and location.
- 7.3.3. Prepare plan sheets for planting details and specifications, including canopy trees, ornamental trees, shrubs and groundcover, and turf.
- 7.3.4. Prepare preliminary irrigation plans per Town standards for irrigation equipment. Irrigation plans will show head layout, pipe sizing, controller / valve locations, and standard details.

### 7.4. Opinion of Probable Construction Cost (OPCC)

- 7.4.1. Compile and prepare a preliminary opinion of probable construction cost (OPCC) for the project using recent average unit bid prices which are representative of similar types of construction in the local area.

### 7.5. Preliminary Design Submittal

- 7.5.1. Refer to **III. DELIVERABLES.**

## Task 8 - Prairie Final Design (90% and Final)

### 90% Design Submittal

#### 8.1. Project Management and Administration

- 8.1.1. Up to one (1) meeting with Town staff and stakeholders.
- 8.1.2. Implement QC plan.
- 8.1.3. Update project schedule and interim milestones.
- 8.1.4. Project correspondence and invoicing.

#### 8.2. General Plan Sheets

- 8.2.1. Incorporate preliminary design submittal review comments.
- 8.2.2. Finalize plan sheets (originals may be 22"x34" at a scale of 1"=20').
- 8.2.3. Finalize miscellaneous plan sheets:
  - Cover Sheet
  - Sheet Index
  - General Notes
- 8.2.4. Finalize special specifications and/or special provisions applicable to the project.

#### 8.3. Landscape and Irrigation Design (Median Only)

- 8.3.1. Finalize landscape and irrigation design upon Town approval of preliminary landscape and irrigation plans. Final plans will be in accordance with Town requirements.
- 8.3.2. Prepare final planting plans including trees, planting areas, and turf. Planting plans will show plant species, sizes, and location.
- 8.3.3. Compile applicable Town standard planting and irrigation details and specifications.
- 8.3.4. Prepare final irrigation plans per Town standards for irrigation equipment. Irrigation plans will show head layout, pipe sizing, controller / valve locations, and standard details.
- 8.4. Opinion of Probable Construction Cost (OPCC)
  - 8.4.1. Update opinion for construction cost using recent average unit bid prices which are representative of similar types of construction in the local area.
- 8.5. Project Manual
  - 8.5.1. It is anticipated that the Town will compile the project manual. Consultant to provide the following:
    - Pay item listing
    - Quantities
    - Update the overall OPCC
- 8.6. Final Design Submittal (90%)
  - 8.6.1. Refer to **III. DELIVERABLES.**
- 8.7. Final Design Submittal
  - 8.7.1. Incorporate the final design submittal review comments.
  - 8.7.2. Prepare the final OPCC.
  - 8.7.3. Final design submittal (Final) (to be used by the Town for bidding).
  - 8.7.4. Incorporate the final design submittal review comments.
  - 8.7.5. It is anticipated the following sheets will be included in the construction plans:
    - Cover Sheet
    - Sheet Index
    - General Notes
    - Project Control
    - Hardscape Plan
    - Landscape Plan
    - Irrigation Plan
    - Standard Details
  - 8.7.6. Refer to **III. DELIVERABLES.**

**[REMAINDER OF PAGE INTENTIONALLY BLANK]**



### **III. DELIVERABLES**

#### **Mahard Medians**

##### Task 1 Preliminary Design (50%)

##### 50% Design

- Half-size 60% plan sets (up to 1 of each upon request)
- 60% Opinion of Probable Construction Cost
- PDF versions of 60% Deliverables
- 

##### Task 2 - Final Design (90% and Final)

##### 90% Design

- Half-size 90% plan sets (up to 1 of each upon request)
- 90% Opinion of Probable Construction Cost
- PDF versions of 90% Deliverables

##### Final Design

- Half-size and full-size of Final plan sets (up to 1 of each upon request)
- Final Opinion of Probable Construction Cost
- PDF versions of Final Deliverables
- One (1) DWG copy of final files

##### Task 3 - Bidding and Construction

- Pay item listing
- Half-size and full-size of final (signed and sealed) Conformed plan sets (up to 1 each upon request)

##### Task 4 - Record Drawings

- One (1) DWG of the record drawings base map in accordance with Town standard
- One (1) PDF copy of each sheet of the record drawings

**Prairie Medians**

## Task 6 - Conceptual Design (30%)

30% Design

- Half size and full size roll plots (up to one of each upon request)
- 30% Opinion of Probable Construction Cost
- PDF versions of 30% Deliverables

## Task 7 - Preliminary Design (60%)

60% Design

- Half-size 60% plan sets (up to 1 of each upon request)
- 60% Opinion of Probable Construction Cost
- PDF versions of 60% Deliverables

## Task 8 - Final Design (90% and Final)

90% Design

- Half-size 90% plan sets (up to 1 of each upon request)
- 90% Opinion of Probable Construction Cost
- PDF versions of 90% Deliverables

Final Design

- Half-size and full-size of Final plan sets (up to 1 of each upon request)
- Final Opinion of Probable Construction Cost
- PDF versions of Final Deliverables
- One (1) DWG copy of final files

**EXHIBIT B  
COMPENSATION SCHEDULE**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND KIMLEY-HORN AND ASSOCIATES, INC.  
FOR THE MAHARD AND PRAIRIE MEDIANS PROJECT**

**I. COMPENSATION SCHEDULE**

| <b>Task</b>                                     | <b>Completion<br/>Schedule<br/>(Anticipated)</b> | <b>Compensation<br/>Schedule</b> |
|-------------------------------------------------|--------------------------------------------------|----------------------------------|
| Notice-to-Proceed                               | November 2025                                    |                                  |
| Task 1 – Mahard Preliminary Design (50%)        | December 2025                                    | \$9,000                          |
| Task 2 – Mahard Final Design (90% and Final)    | January 2026                                     | \$12,000                         |
| Task 3 – Mahard Bidding and Construction Phase  | TBD                                              | \$8,000                          |
| Task 4 – Mahard Record Drawings                 | TBD                                              | \$1,500                          |
| <b>Total Compensation – MAHARD PKWY MEDIANS</b> |                                                  | <b>\$30,500</b>                  |

| <b>Task</b>                                       | <b>Completion<br/>Schedule<br/>(Anticipated)</b> | <b>Compensation<br/>Schedule</b> |
|---------------------------------------------------|--------------------------------------------------|----------------------------------|
| Notice-to-Proceed                                 | November 2025                                    |                                  |
| Task 6 – Prairie Conceptual Design (30%)          | December 2026                                    | \$18,000                         |
| Task 7 – Prairie Preliminary Design (60%)         | February 2026                                    | \$27,500                         |
| Task 8 – Prairie Final Design (90% and Final)     | April 2026                                       | \$24,000                         |
| <b>Total Compensation – PRAIRIE DRIVE MEDIANS</b> |                                                  | <b>\$69,500</b>                  |

|                                          |  |                         |
|------------------------------------------|--|-------------------------|
| <b><u>TOTAL PROJECT COMPENSATION</u></b> |  | <b><u>\$100,000</u></b> |
|------------------------------------------|--|-------------------------|

## **II. COMPENSATION SUMMARY**

| <b>Basic Services (Lump Sum)</b>              | <b>Amount</b> |
|-----------------------------------------------|---------------|
| Task 1 – Mahard Conceptual Design (50%)       | \$9,000       |
| Task 2 – Mahard Final Design (90% and Final)  | \$12,000      |
| Task 4 – Mahard Record Drawings               | \$1,500       |
| Task 6 – Prairie Conceptual Design (30%)      | \$18,000      |
| Task 7 – Prairie Preliminary Design (60%)     | \$27,500      |
| Task 8 – Prairie Final Design (90% and Final) | \$24,000      |
| <b>Total Basic Services:</b>                  | <b>92,000</b> |

| <b>Special Services (Hourly Not-to-Exceed)</b> | <b>Amount</b>  |
|------------------------------------------------|----------------|
| Task 3 – Mahard Bidding and Construction Phase | \$8,000        |
| <b>Total Special Services:</b>                 | <b>\$8,000</b> |

## EXHIBIT C INSURANCE REQUIREMENTS

Service provider 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 borne by the service provider. 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.

### A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable, except for professional liability.
2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. 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.
4. Professional Liability, also known as Errors and Omissions coverage.

### B. MINIMUM LIMITS OF INSURANCE

Service Provider shall maintain throughout contract limits not less than:

1. Commercial General Liability: \$500,000 per occurrence /\$1,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:
  - a. Premises / Operations
  - b. Broad Form Contractual Liability
  - c. Products and Completed Operations
  - d. Personal Injury
  - e. Broad Form Property Damage
2. 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 each accident, \$300,000 Disease- Policy Limit, and \$100,000 Disease- Each Employee.
3. Automobile Liability: \$500,000 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.
4. Professional Liability aka Errors and Omissions: \$500,000 per occurrence and in the aggregate.

### C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

**D. OTHER INSURANCE PROVISIONS**

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

1. General Liability and Automobile Liability Coverages

- a. 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 provider, products and completed operations of the provider, premises owned, occupied or used by the provider. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.
- b. The provider'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 provider's insurance and shall not contribute with it.
- c. 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.
- d. The provider's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the insured's limits of liability.

2. 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 provider for the Town.

3. 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.

4. Professional Liability and / or Errors and Omissions:

"Claims made" policy is acceptable coverage, which must be maintained during the course of the project, and up to two (2) years after completion and acceptance of the project by the Town.

**E. 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.

**F. VERIFICATION OF COVERAGE**

Service Provider shall provide the Town with certificates of insurance indicating the coverages 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.

Certificate holder to be listed as follows:

Town of Prosper  
P.O. Box 307  
Prosper, TX 75078

**EXHIBIT D  
CONFLICT OF INTEREST AFFIDAVIT**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND KIMLEY-HORN AND ASSOCIATES, INC.  
FOR THE MAHARD AND PRAIRIE DRIVE MEDIANS PROJECT**

THE STATE OF TEXAS                   §  
                                                     §  
COUNTY OF \_\_\_\_\_ §

I, \_\_\_\_\_, a member of the Consultant team, make this affidavit and hereby on oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (Check all that apply):

- \_\_\_\_\_ Ownership of 10% or more of the voting shares of the business entity.
- \_\_\_\_\_ Ownership of \$25,000.00 or more of the fair market value of the business entity.
- \_\_\_\_\_ Funds received from the business entity exceed 10% of my income for the previous year.
- \_\_\_\_\_ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least \$25,000.00.
- \_\_\_\_\_ A relative of mine has substantial interest in the business entity or property that would be affected by my decision of the public body of which I am a member.
- \_\_\_\_\_ Other: \_\_\_\_\_.
- \_\_\_\_\_ None of the Above.

Upon filing this affidavit with the Town of Prosper, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573 of the Texas Government Code, is a member of the public body which took action on the agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared \_\_\_\_\_ and on oath stated that the facts hereinabove stated are true to the best of his / her knowledge or belief.

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission expires: \_\_\_\_\_

# EXHIBIT E

## CONFLICT OF INTEREST QUESTIONNAIRE

| <b>CONFLICT OF INTEREST QUESTIONNAIRE</b><br><b>For vendor doing business with local governmental entity</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                        | <b>FORM CIQ</b> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|-----------------|
| <p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>                                                                                                                                                                                                                                                                                           | <b>OFFICE USE ONLY</b><br><br><div style="border: 1px solid black; height: 100px; width: 100%;"></div> |                 |
| <p><b>1 Name of vendor who has a business relationship with local governmental entity.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                        |                 |
| <p><b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                        |                 |
| <p><b>3 Name of local government officer about whom the information is being disclosed.</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                        |                 |
| <p><b>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</b></p> <p style="margin-top: 20px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> <p style="margin-top: 10px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> |                                                                                                        |                 |
| <p><b>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                        |                 |
| <p><b>6</b> <input type="checkbox"/> <b>Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                        |                 |
| <p><b>7</b></p> <p style="text-align: center;">           _____<br/>           Signature of vendor doing business with the governmental entity         </p> <p style="text-align: right; margin-right: 100px;">           _____<br/>           Date         </p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                        |                 |

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 11/30/2015





## 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: Bid Award Construction Teel Parkway at Prairie Drive**

**Town Council Meeting – October 28, 2025**

**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. 2025-17-B to Roadway Solutions Inc., related to construction services for the Teel Parkway at Prairie Drive traffic signal project, for \$517,548.75.

**Description of Agenda Item:**

On August 12, 2025, at 2:00 PM, two (2) Competitive Sealed Proposals were received for the Teel Parkway at Prairie Drive traffic signal project with an add alternate for construction of the First Street at Artesia Boulevard traffic signal. This request is to award only the Teel Parkway at Prairie Drive traffic signal construction project. The project consists of all the work needed to construct the Teel Parkway at Prairie Drive traffic signal.

The project was advertised using the Competitive Sealed Proposal Construction alternative procurement method to allow the Town to award the project to the contractor that offers the best value proposal based on the following criteria, 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 between \$517,548.75 and \$636,293.44. The Engineer's Estimate was \$415,932.50. The proposal final completion times ranged from 240 calendar days to 265 calendar days to construct both traffic signals. Roadway Solutions Inc., agreed to complete construction of the Teel Parkway at Prairie Drive traffic signal in 132 days. Roadway Solutions Inc., was the firm that ranked the highest after consideration of Costs, Time, and Qualifications with a cost of \$517,548.75, and a project timeline of 132 calendar days. Staff checked the references provided and received positive feedback.

**Budget Impact:**

The cost for the construction of the traffic signal is \$517,548.75 plus the cost of traffic signal poles and related equipment previously purchased as authorized by Council November 26, 2024. The cost of the traffic signal poles and related equipment for the Teel Parkway at Prairie Drive traffic signal is approximately \$129,840 for a total construction cost of \$647,390.25. The total construction budget for this project is \$600,000, in the Teel Parkway at Prairie Drive traffic signal project Account No. 750-6610-10-00-2318-TR. The remainder of construction funding will come from the Traffic Improvement project Account No. 7506610-10-00-2501-TR

**Legal Obligations and Review:**

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

**Attachments:**

1. Location Map
2. Bid Tabulation Summary
3. Construction Agreement

**Town Staff Recommendation:**

Town staff recommends that the Town Council authorize the Town Manager to execute a Construction Agreement awarding CSP No. 2025-17-B to Roadway Solutions Inc., related to construction services for the Teel Parkway at Prairie Drive traffic signal project, for \$517,548.75.

**Proposed Motion:**

I move to authorize the Town Manager to execute a Construction Agreement awarding CSP No. 2025-17-B to Roadway Solutions Inc., related to construction services for the Teel Parkway at Prairie Drive traffic signal project, for \$517,548.75.

## LOCATION MAP



### Teel Parkway and Prairie Drive Traffic Signal



|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                    |                                                                                                       |                            |                               |                        |                  |                   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|-------------------------------------------------------------------------------------------------------|----------------------------|-------------------------------|------------------------|------------------|-------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>TOWN OF PROSPER</b>             |                                                                                                       |                            |                               |                        |                  |                   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>PROPOSAL TABULATION SUMMARY</b> |                                                                                                       |                            |                               |                        |                  |                   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Solicitation Number                | CSP No. 2025-17-B                                                                                     |                            |                               |                        |                  |                   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Solicitation Title                 | Traffic Signal at Teel Parkway & Prairie Drive and Traffic Signal at First Street & Artesia Boulevard |                            |                               |                        |                  |                   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Close Date                         | 8/12/2025 at 2:00PM                                                                                   |                            |                               |                        |                  |                   |
| <b>Responding Supplier</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>City</b>                        | <b>State</b>                                                                                          | <b>Response Submitted</b>  | <b>Base Bid</b>               | <b>Add Alternate 1</b> | <b>Total Bid</b> | <b>Total Days</b> |
| EAR Telecommunications LLC DBA EARTC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Manor                              | TX                                                                                                    | 8/12/2025 01:17:14 PM (CT) | \$636,293.44                  | \$719,192.25           | \$1,355,485.69   | 240               |
| Roadway Solutions Inc                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Carrollton                         | TX                                                                                                    | 8/12/2025 09:07:32 AM (CT) | \$517,548.75                  | \$665,672.75           | \$1,183,221.50   | 265               |
| <p><b>**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.</b></p> |                                    |                                                                                                       |                            |                               |                        |                  |                   |
| Certified by:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                    | Jay Carter, NIGP-CPP, CPPB, C.P.M.<br>Purchasing Manager<br>Town of Prosper, Texas                    |                            | Certified on: August 12, 2025 |                        |                  |                   |



## **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 Roadway Solutions, 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. 2025-17-B Traffic Signal at Teel Parkway & Prairie Drive**

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 clarification of such conflicting or inconsistent requirements or provisions prior to any work on that component of the project, the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair and/or correct that component of the project.

#### **B. Total of Payments Due Contractor**

For performance of the Work in accordance with the Contract Documents, the Owner shall pay the Contractor in current funds an amount not to exceed **five hundred seventeen thousand five hundred forty-eight dollars and seventy-five cents (\$517,548.75)**. 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 132 calendar days after the date of the Notice to Proceed for the base proposal. Within 20 additional calendar days after Substantial Completion, all outstanding issues shall be addressed and ready for final payment.

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

For the purpose of tracking time, issuing payment of retainage, and assessing liquidated damages, Substantial Completion shall be defined as the date upon which all scheduled bid items included in the Contract have been constructed or installed completely to allow all facilities to function as designed and the Contractor has made a request for a final walk-through inspection with the Owner's Construction Superintendent, CIP Program Manager, Engineer, and other representatives.

For the purpose of tracking time, issuing payment of retainage, and assessing liquidated damages, Final Completion shall be defined as the date upon which all items identified during the final walk-through inspection as being incomplete or not functioning as designed (the "punch list") have been completed or corrected and the Contractor has requested final acceptance of the Project.

#### **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**

CSP NO: 2025-17-B TRAFFIC SIGNAL TEEL PARKWAY & PRAIRIE DRIVE (2318-TR) (Document Version

04/24)

2



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 the Contractor in fulfilling its obligation to defend and indemnify the Owner. The 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. 2025-17-B Traffic Signal at Teel Parkway & Prairie Drive

##### **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**

The 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. The 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 respect 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 the 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 a 30 day 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 coverages 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 with 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.

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

## TOWN OF PROSPER, TEXAS

Roadway Solutions R  
 By: [Signature]  
 Title: MP  
 Date: 10, 13, 25  
 Address: 1425 Crescent  
Carrollton, Tx 75006  
 Phone: 214-535-5015  
 Email: roadwaysolutions@aol.com

By: **MARIO CANIZARES**  
 Title: Town Manager  
 Date: \_\_\_\_\_  
 Address: 250 W. First St.  
 P.O. Box 307  
 Prosper, Texas 75078

Phone: (972) 346-2640  
 Email: mcanizares@prospertx.gov

ATTEST:

MICHELLE LEWIS SIRIANNI  
 Town Secretary



## 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:** Consideration of the Unified Development Code

**Town Council Meeting – October 28, 2025**

**Strategic Visioning Priority: 3. Commercial Corridors are ready for Development  
4. Provide Excellent Municipal Services**

**Agenda Item:**

Conduct a Public Hearing to consider the adoption of a Unified Development Code, which encompasses amendments to Building Regulations, Business Regulations, Fire Prevention and Protection codes, Health and Sanitation codes, the Subdivision Regulation, Utilities standards, the Zoning Ordinance, Engineering Design Standards, and Definitions. (ZONE-25-0014)

**Town Staff requests that this item be tabled to the Town Council meeting on November 11, 2025.**

**Description of Agenda Item:**

The Unified Development Code is currently under review and was discussed at the October 14, Town Council Work Session. A public hearing is scheduled for the November 4, 2025, Planning & Zoning Commission meeting. Staff proposes tabling this item to the November 11, 2025, Town Council meeting.

**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.

**Town Staff Recommendation:**

Town Staff recommends the Town Council table this item and continue the Public Hearing to November 11, 2025.

**Proposed Motion:**

I move to approve/deny the request to table this item and continue the Public Hearing to the November 11, 2025, agenda.



## 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 – October 28, 2025**

**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 is the Site Plan that was acted on by the Planning & Zoning Commission on October 7, 2025.

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-25-0062 – Parvin Park, Block A, Lots 1-2 (Approved 7-0)
2. PowerPoint Slides

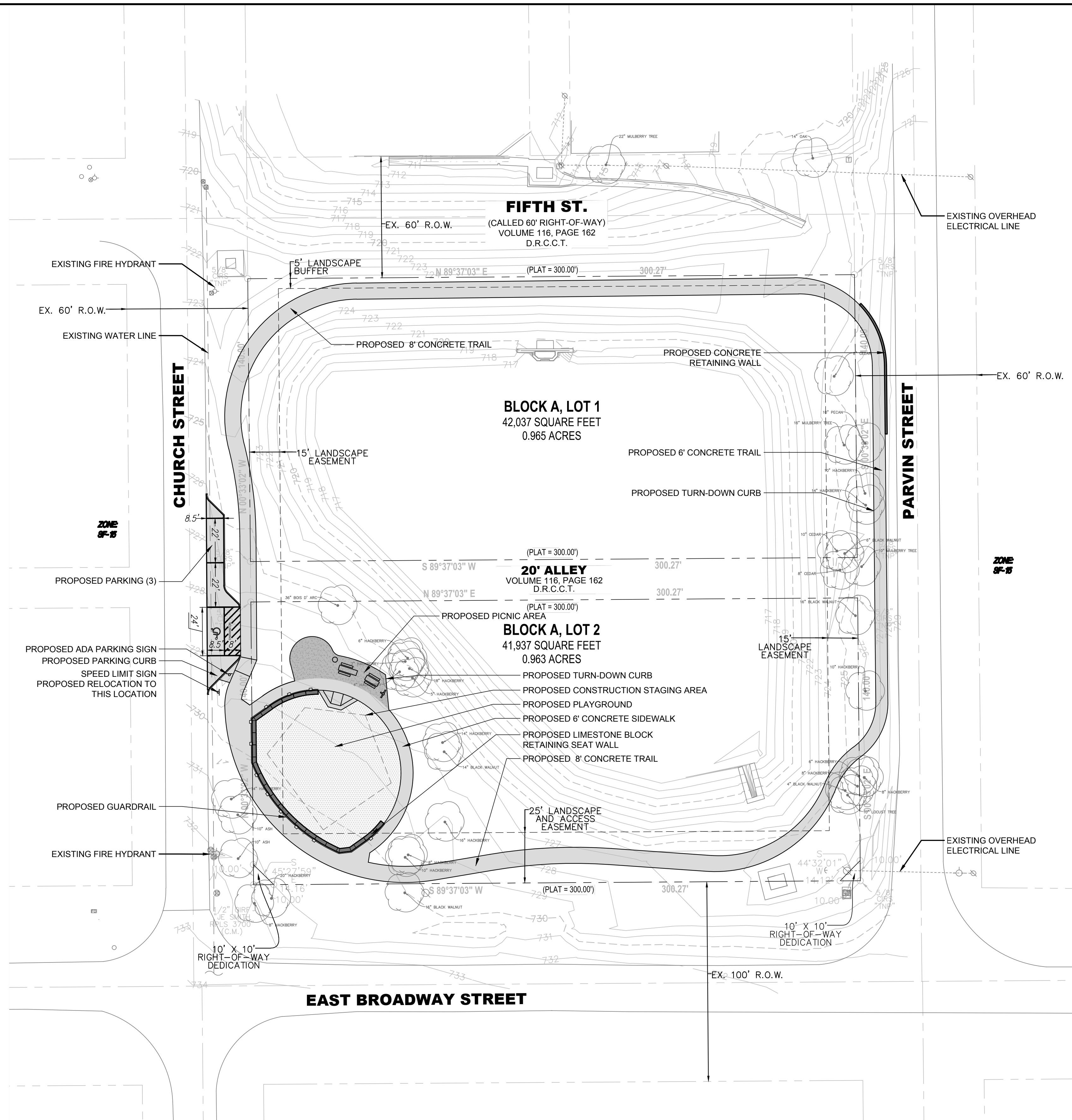
**Town Staff Recommendation:**

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

**Proposed Motion:**

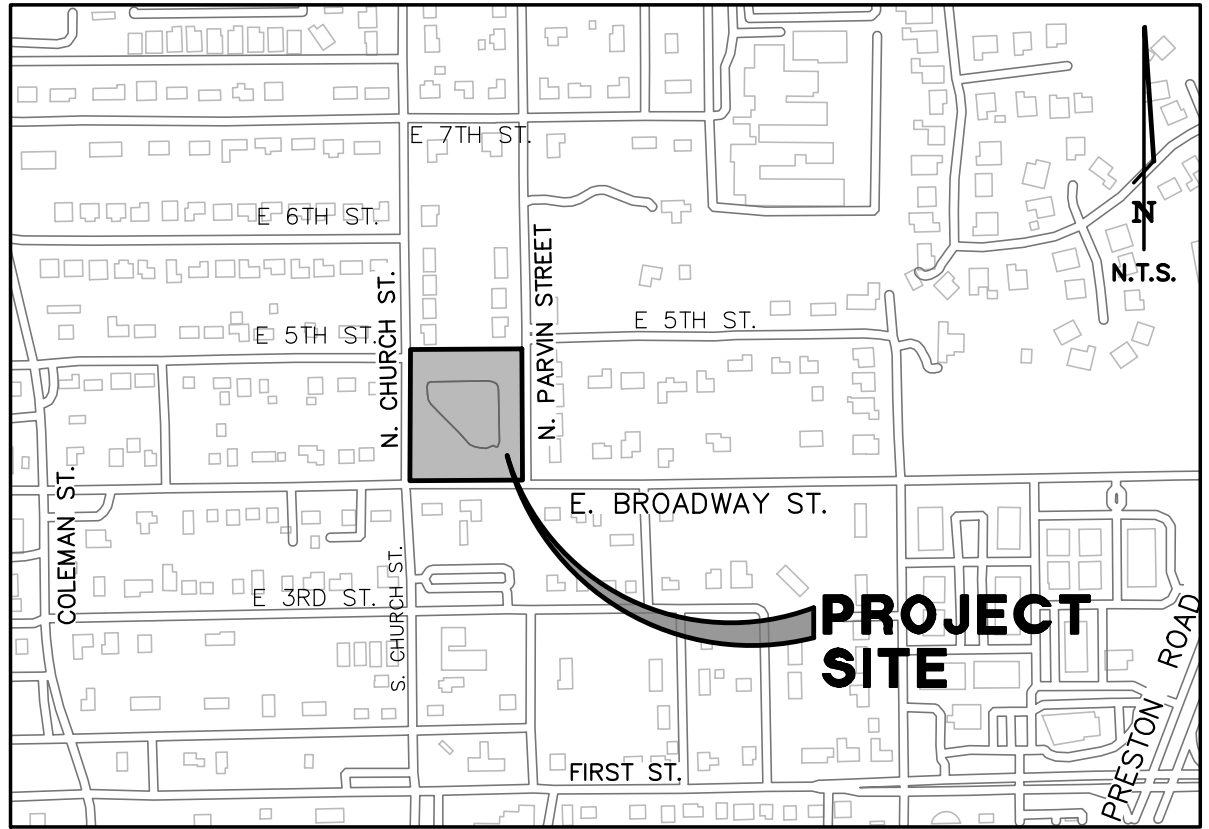
N/A





- SITE PLAN NOTES**
- ANY REVISION TO THIS PLAN WILL REQUIRE TOWN APPROVAL AND WILL REQUIRE REVISIONS TO ANY CORRESPONDING PLANS TO AVOID CONFLICTS BETWEEN PLANS.
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 CD 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 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.
  8. OPEN SPACE REQUIREMENTS SHALL FOLLOW THE ZONING ORDINANCE, PER TRACT. OPEN SPACE SHALL NOT INCLUDE VEHICULAR PARKING, REQUIRED PARKING LOT LANDSCAPE ISLANDS, BUILDING FOOTPRINT, UTILITY YARDS, REQUIRED LANDSCAPE SETBACKS, SIDEWALKS, AND DETENTION POND.
  9. TOWN OF PROSPER PARKS DEPARTMENT REPRESENTATIVES HAVE DISCUSSED THIS MATTER WITH CDDT MEMBER, AND HAVE AGREED THAT SIDEWALK EXTENSIONS TO THE INTERSECTION OF EAST BROADWAY STREET AND PARVIN STREET AND TO THE INTERSECTION OF EAST BROADWAY STREET AND CHURCH STREET FROM THE PROPOSED PARK LOOP TRAIL WILL NOT BE A PART OF THIS PHASE OF DEVELOPMENT.

| SITE DATA SUMMARY      |                                    |
|------------------------|------------------------------------|
| EXISTING ZONING:       | SF-15 (SINGLE-FAMILY)              |
| PROPOSED USE:          | PARK                               |
| LOT AREA:              | 2,482 ACRES (108,095 SF)           |
| TOTAL IMPERVIOUS AREA: | 10.34% (11,185 SF)                 |
| PARKING:               | 3 ON STREET PARKING SPACES (1 ADA) |



LOCATION MAP  
NOT TO SCALE

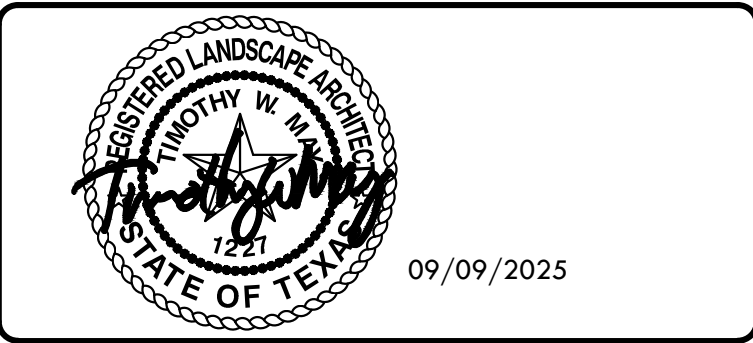
DEVAPP-25-0062  
SITE PLAN  
FOR  
PARVIN PARK  
BLOCK A, LOTS 1 and 2  
TOWN OF PROSPER,  
COLLIN COUNTY, TEXAS

DATE PREPARED: AUG 2025

|     |                              |            |
|-----|------------------------------|------------|
| 1   | TOWN SITEPLAN SUBMITTAL      | 06/18/2025 |
| 2   | REVISIONS PER TOWN'S MARKUPS | 08/19/2025 |
| 3   | REVISIONS PER TOWN'S MARKUPS | 09/09/2025 |
| no. | revision                     | by date    |



teague nall and perkins, inc  
825 Watters Creek Blvd., Suite M300  
Allen, Texas 75013  
214.461.9867 ph 214.461.9864 fx  
www.tnpinc.com  
TBPELS: ENGR F-230; SURV 10011600, 10011601, 1019438  
GBPE: PEF007431; TBAE: BR 2673



scale  
when bar is  
1 inch long  
horiz  
1"=30'  
vert  
N/A  
AUG 2025

|                                 |
|---------------------------------|
| Town of Prosper, Texas          |
| Improvements for<br>PARVIN PARK |
| SITE PLAN                       |

tnp project  
PRO24296  
sheet  
SP1.01

Parvin Park,  
Block A, Lots 1 and 2  
(DEVAPP-25-0062)

# Information

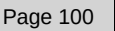
## Purpose:

- Improve existing park amenities at Parvin Park.
  - Loop Trail
  - Park Furnishings
  - Picnic Facilities
  - Playground











## PARKS AND RECREATION DEPARTMENT

**To:** Mayor and Town Council

**From:** Dan Baker, Director of Parks and Recreation

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

**Re:** Subject – Park Improvement Fee Agreement for Creekside Development

Town Council Meeting – October 28, 2025

**Strategic Visioning Priority: 1. Acceleration of Infrastructure**

### **Agenda Item:**

Consider and act upon a Park Improvement Fee Agreement between the Town of Prosper and Shaddock-Creekside Prosper, LLC, for the Creekside development.

### **Description of Agenda Item:**

By Town Ordinance, developers in Prosper are assessed park improvement fees for residential development. These park improvement fees are used to build parks, park amenities, and hike and bike trails. The fee structure is \$1,500 per single-family residential unit.

The developer of Creekside is requesting consideration of an Agreement to:

- (1) Receive a credit to the park improvement fees to fully fund the oversize cost of a ten-foot Connector Trail as shown on the Town's Hike and Bike Trail Master Plan along the east side of Legacy Drive rather than the Town's standard six-foot sidewalk. The trail improvements are illustrated in Exhibit B of the attached Agreement. The developer will construct the trail improvements outlined in the Agreement and provide proof of costs to Town Staff for review. If the costs are approved, the amount of the increased construction costs will be credited toward the park improvement fee due to the Town.
- (2) The resulting park improvement fee due from the Developer shall be placed into an escrow account to be used towards development of the proposed Neighborhood Park within the Creekside community. The land area for the Neighborhood Park is being dedicated by the Developer to satisfy the Town's parkland dedication requirements and the provisions of the PD for the property. Developer and Town will work together to agree on the final design and budget for the park improvements. The Town shall deposit funds into the escrow account in an amount that the Town funds *plus* the park improvement fees paid by the Developer shall be sufficient to pay for the completion of the park improvements.

The property was dedicated in accordance with dedication requirements of the subdivision ordinance. The proposed park was included as part of the Parks Master Plan approved this year.

The Parks and Recreation Board approved recommending this Park Improvement Fee Agreement on October 9, 2025, with a 5 to 1 vote. The Parks and Recreation Board further recommends that additional funding be identified to amenitize the park as quickly as possible.

**Budget Impact:**

- Park improvement fees due for Creekside – 221 lots @ \$1,500 = \$331,500.
- Connector Trail along Legacy increased cost credit to park improvement fees due = ±\$50,000
- Park improvement fees to be paid into escrow for Park improvements = ±\$281,500
- Park improvements estimated construction costs = \$723,598
- Estimated Town funds to be paid into escrow towards Park improvements = ±\$442,098

The developer requests that the park improvement fees and the Town funds be placed in an escrow account to be used to complete the Park improvements. The developer will manage the construction of the park improvements, and the contractors shall be reimbursed from the escrow account for actual expenses that are approved by the Town. Furthermore, the Town will maintain the park improvements upon completion (estimated summer 2026). The Town's portion of the cost will be covered by existing park fees or project savings.

**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. Park Improvement Fee Agreement for Creekside
2. Exhibits A, B, C, D, and E

**Town Staff Recommendation:**

Town Staff recommends approval of a Park Improvement Fee Agreement between the Town of Prosper and Shaddock-Creekside Prosper, LLC, for the Creekside development.

**Proposed Motion:**

I move to approve a Park Improvement Fee Agreement between the Town of Prosper and Shaddock-Creekside Prosper, LLC, for the Creekside development.

**After Recording Return to:**

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

**PARK IMPROVEMENT FEE AGREEMENT**  
 (CREEKSIDE)

**THIS PARK IMPROVEMENT FEE AGREEMENT** (the "**Agreement**") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2025 (the "**Effective Date**"), by and among **SHADDOCK-CREEKSIDE PROSPER LLC**, a Texas limited liability company ("**Developer**") Developer, and the **TOWN OF PROSPER, TEXAS**, a Texas home-rule municipality ("**Town**"), on the terms and conditions hereinafter set forth.

**W I T N E S S E T H:**

**WHEREAS**, Developer desires to fulfill its park improvement fee obligations associated with the development of the Property (as hereinafter defined in Section 1), as prescribed in the Town's ordinances; and

**WHEREAS**, in consideration of Developer's actions set forth below, the Town agrees that Developer may fulfill its park improvement fee obligations in the manner set forth below.

**NOW, THEREFORE**, in consideration of the covenants and conditions contained in this Agreement, Town, and Developer agree as follows:

1. **Land Subject to Agreement.** The land that is subject to this Agreement is that certain real property owned by Developer in the Town of Prosper, Denton County, Texas, as more particularly described on Exhibit A, attached hereto and incorporated herein by reference (the "**Property**"); and

2. **Assessments.** Notwithstanding any provision in this Agreement to the contrary, the Property shall be assessed park improvement fees in the amount of \$1,500 per single family unit and \$2,000 per multi-family unit, in the Property (the "**Park Improvement Fees**") in accordance with the Town's ordinances as they now exist or hereafter may be amended. These payments of and/or credits to the Park Improvement Fees shall be in accordance with the obligations set forth in this Agreement.

3. **Park Improvement Fees Credits.**

(a) The Town shall provide credits to the Park Improvement Fees in an amount equal to the Construction Costs (as hereinafter defined in Section 3(b)) of the trails constructed by Developer adjacent to the Property as generally shown on Exhibit B and illustrated on the Town's Hike and Bike Master Plan (collectively, the "**Trail Improvements**") less the cost to construct a standard width sidewalk (the "**Trail Upsize Costs**"). Provided that the Developer completes the Trail Improvements in accordance with this Agreement, the Town

shall provide Credits (as hereinafter defined in Section 3(c)) to residential development within the Property for the Trail Upsize Costs of the Trail Improvements. No Credits will be given to non-residential developments.

(b) As a condition to receiving any Credit, Developer shall tender to the Town evidence, in a form(s) reasonably acceptable to the Town, including affidavits of payment/affidavits as to debts and liens ("**Evidence of Payment(s)**"), of the Construction Costs incurred and paid by Developer. The term "**Construction Costs**" as used herein shall include engineering and landscape architecture design costs, surveying costs, construction costs, and geotechnical materials testing costs.

(c) Upon Developer providing the Town the Evidence of Payment(s), the Town will credit the Developer for the amount of Trail Upsize Costs (the "**Credit**") set forth in the Evidence of Payment(s), which Credit shall be applied toward the actual amount of the Park Improvement Fees due or that may become due on the Property.

(d) Developer represents that the estimated construction costs for upsizing of the Trail Improvements are Fifty Thousand and No/100 Dollars (\$50,000.00) (the "**Estimated Trail Upsize Costs**"), as more particularly described in Exhibit E, attached hereto and incorporated herein for all purposes.

(e) If the Park Improvement Fees which are due on the Property at any time exceed the amount of the Credit available at such time, then Developer shall tender the remaining balance of Park Improvement Fees due (the "**Paid Park Improvement Fees**") under the Town's ordinances.

(f) The Town agrees to deposit the Paid Park Improvement Fees in and provide Reimbursements (as hereinafter defined in Section 5(c)) to Developer from, a segregated escrow account (the "**Escrow Account**"). The Town shall provide statements upon request by Developer showing the balance of such Escrow Account.

4. **Park Improvements.** Developer and Town agree to complete improvements to the approximately 7.0 acres of land within the Property to be dedicated via plat to the Town and as described on Exhibit D (the "**Parkland**").

(a) The improvements proposed for the Parkland are generally shown on Exhibit C (the "**Park Improvements**"). Developer represents that the estimated construction costs for the Park Improvements are Seven Hundred Twenty-Three Thousand Five Hundred Ninety-eight and No/100 Dollars (\$723,598.00) (the "**Estimated Park Improvements Costs**"), as more particularly described in Exhibit E. The final scope of the Park Improvements and the resulting estimated construction costs shall be developed and agreed upon by both Developer and the Town.

(b) Developer shall obtain bids on the construction of the Park Improvements from at least three (3) qualified contractors and shall provide a copy of such bids received, together with an estimated time frame for completion of construction of such portion of the Park Improvements, to the Town for their review and approval (the "**Approved Contractor(s)**") and the "**Approved Costs**").

(c) Town shall deposit funds (the "**Town Funds**") into the Escrow Account such that the Town Funds plus the Paid Park Improvement Fees (the "**Escrow Funds**") total to an amount equal to the 110% of the Approved Costs. Developer represents that the estimated Town Funds are Four Hundred Forty-two Thousand Ninety-eight and No/100 Dollars (\$442,098.00)

(d) Developer shall: (i) execute a contract for the construction of the Park Improvements; (ii) manage the construction of the Park Improvements; and (iii) use commercially reasonable efforts to complete the Park Improvements within the applicable estimated time frame and obtain the Town's acceptance of same.

(e) Provided that the Developer constructs the Park Improvements in accordance with this Agreement, the Town shall provide Disbursements (as hereinafter defined in Section 4(g)) from the Escrow Account to Approved Contractor(s) up to once per month for the Construction Costs of the Park Improvements.

(f) Developer shall review and approved applications for payment from the Approved Contractor(s) and tender to the Town a recommendation for Disbursement from the Escrow Account for the portion of the Park Improvements completed by the Approved Contractor(s) (each, a "**Payment Request**").

(g) The Town will provide payment to the Approved Contractor(s) for the amount of the Construction Costs for the Park Improvements completed to date (each, a "**Disbursement**") set forth in the Payment Request.

(h) Disbursements shall be paid to Approved Contractor(s) until the entire amount of the Construction Costs for the Park Improvements have been disbursed to Approved Contractor(s); provided, however, such Disbursements shall not exceed the Approved Costs unless the amount by which the actual Construction Costs incurred exceeds the Approved Costs is approved by the Town.

(i) If all Disbursements for the Park Improvements have been made or Developer and Town have terminated this Agreement, the Town may transfer any remaining Escrow Funds to the Town's general permanent park fees fund.

(j) The Park Improvements shall be constructed in accordance with all applicable Town ordinances, rules and regulations, and substantially in accordance with the plans and specifications to be prepared by Developer and approved by the Town for construction of the Park Improvements. Any modification or amendment to such plans and specifications is subject to approval by Developer and the Town, which approval will not be unreasonably withheld, conditioned or delayed.

(k) Notwithstanding anything to the contrary set forth herein or in applicable Town ordinances, rules or regulations, the Town agrees that if, in connection with construction of the Park Improvements, any trees are required to be removed pursuant to the Town approved plans and specifications for construction of the Improvements, Developer shall not be required to comply with any applicable tree mitigation requirements. Developer



must inform the Town of any tree removals and must limit the tree removal to those areas that are required to complete the Park Improvements.

**5. Park Improvements Maintenance Obligations.** Town agrees, at its sole cost and expense, to maintain the completed Park Improvements within the Parkland in accordance with Town Standards including (i) mowing and maintenance of the landscaping and (ii) maintenance of the irrigation system (the "**Maintenance Obligations**"). The Town and Developer agree that under no circumstances shall the Developer be responsible for any part or portion of the costs associated, directly or indirectly, with the Maintenance Obligations.

**6. Default.** Prior to the exercise of any remedy by the Town or Developer due to a default by any of the parties, (i) the non-defaulting party shall deliver a written notice to the defaulting party formally notifying in reasonable detail the defaulting party of its default, and (ii) the default(s) identified in the default notice shall not be a default hereunder and the non-defaulting party shall not exercise any remedy if the default is cured within thirty (30) days following the defaulting party's receipt of such default notice; provided, however, that if such default is non-monetary and cannot reasonably be cured within such thirty (30) day period, the defaulting party may have a reasonable period of time to cure such default if the defaulting party commences action to cure such default within such period of thirty (30) days and thereafter diligently proceeds to cure such default and provided that such extended period does not exceed an additional thirty (30) days. Notwithstanding anything to the contrary, the parties agree that if a default is not cured within the applicable time period, the sole and exclusive remedies of the non-defaulting party will be to terminate this Agreement and thereafter the parties will not have any further rights, duties or obligations under this Agreement, except that any obligations or liabilities that accrued prior to the date of termination will survive.

**7. Covenant Running with Land.** The obligations set forth herein relate to the Property, in whole and in part, and this Agreement shall be a covenant running with the land and the Property and shall be binding upon the Developer and their respective successors, assignees, and grantees. In addition, the parties shall cause this Agreement to be filed in the Real Property Records of Denton County, Texas. Notwithstanding the foregoing, the obligations herein that burden the Property shall be released either by (i) upon request by Developer upon completion of the Trail Improvements within its limits and payment of its Park Improvement Fees as established by Section 2 less the Credits established by Section 3(c), or (ii) upon request by Developer upon completion of items in (i), completion of the Park Improvements, and receipt of all Reimbursements for the Park Improvements as established by Section 4(g), or (iii) automatically as to each lot therein which is conveyed subsequent to the final plat for the Property, or portion thereof, being reviewed, approved and executed by the Town and filed in the Denton County Real Property Records. Any third party, including any title company, grantee or lien holder, shall be entitled to rely upon this Section to establish whether such termination has occurred with respect to any lot.

**8. Notices.** Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via facsimile or a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of

same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the parties shall be as follows:

|                  |                                                                                                                                            |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| If to Town:      | Town of Prosper<br>Attn: Town Manager<br>250 W. First Street<br>P. O. Box 307<br>Prosper, Texas 75078<br>Telephone: (972) 346-2640         |
| With a copy to:  | Town Attorney<br>250 W. First Street<br>P. O. Box 307<br>Prosper, Texas 75078<br>Telephone: (972) 346-2640                                 |
| If to Developer: | Shaddock-Creekside Prosper LLC<br>ATTN: William Shaddock<br>2400 Dallas Parkway, Suite 560<br>Plano, TX 75093<br>Telephone: (972) 985-5505 |

**9. Captions and Headings.** The captions and headings of the Sections of this Agreement are for convenience and reference only and shall not affect, modify or amplify the provisions of this Agreement nor shall they be employed to interpret or aid in the construction of this Agreement.

**10. Application of Texas Laws and 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 Denton County, Texas. Venue for any action arising under this Agreement shall lie in Denton County, Texas.

**11. Prevailing Party in Event of Legal Action.** 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 final non-appealable judgement 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).

**12. Entire Agreement.** This Agreement contains the entire agreement between the parties hereto 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.

**13. Invalidation.** Invalidation of any one of the provisions of this document by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

14. **Counterparts.** A telecopied facsimile or emailed pdf of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms herein.

15. **Town Manager Authorized to Execute.** The Town Manager of the Town of Prosper is authorized to execute this Agreement on behalf of the Town.

16. **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.

17. **Binding Obligation.** The Agreement shall become a binding obligation on the signatories upon execution by all signatories 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 its behalf has full authority to execute this Agreement and bind Developer to same. Further, this Agreement is and shall be binding upon Developer, its successors, heirs, assigns, grantees, vendors, trustees, representatives, and all others holding any interest now or in the future.

18. **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 mediation.

19. **Roughly Proportionate Determination under Texas Law.** Developer has been represented by legal counsel in the negotiation of this Agreement and been advised, or have had the opportunity to have legal counsel review this Agreement and advise Developer regarding Developer's rights under Texas and federal law. Developer hereby waives any requirement that the Town retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the Town in this Agreement, if any, as a condition of zoning approval, including the terms of this Agreement, are roughly proportional or roughly proportionate to the Project's anticipated impact. Developer specifically reserves their rights to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code; however, notwithstanding the foregoing, Developer hereby waives and releases the Town from any and all liability under § 212.904 of the Texas Local Government Code, as amended, regarding or related to the cost of those municipal infrastructure improvements required by this Agreement. This Paragraph shall survive the termination of this Agreement.

20. **Rough Proportionality Determination under Federal Law.** Developer hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution and Chapter 395 of the Texas Local Government Code in regard to this Agreement. Developer and the Town further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements in this Agreement, if any, mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the terms of this Agreement.

Developer further acknowledges that the benefits of zoning and platting have been accepted with full knowledge of potential claims and causes of action which may be raised now and in the future, and Developer acknowledges the receipt of good and valuable consideration for the release and waiver of such claims. This Paragraph shall survive the termination of this Agreement.

**21. Vested Rights/Chapter 245 Waiver.** The signatories hereto shall be subject to all ordinances of the Town, whether now existing or in the future arising. This Agreement shall confer no vested rights on the Property, or any portion thereof, unless specifically enumerated herein. In addition, nothing contained in this Agreement shall constitute a "permit" as defined in Chapter 245, Texas Local Government Code, and nothing in this Agreement provides the Town with fair notice of Developer's project. This Section shall survive the termination of this Agreement.

**22. Developer's Warranties/Representations.** All warranties, representations and covenants made by Developer in this Agreement or in any certificate or other instrument delivered by Developer to the Town under this Agreement shall be considered to have been relied upon by the Town and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by the Town or on the Town's behalf.

**23. Consideration.** This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

**24. Sovereign Immunity.** The parties agree that the Town has not waived its sovereign immunity by entering into and performing its obligations under this Agreement, except as to Chapter 271, Subchapter I of the Local Government Code, to the extent applicable, if at all.

**25. No Third Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

**26. Conveyances.** All conveyances required herein shall be made in a form acceptable to the Town and free and clear of any and all liens and encumbrances.

**27. Waiver.** Waiver by any party of any breach of this Agreement, or the failure of any party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive any such party's right thereafter to enforce and compel strict compliance.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

**IN WITNESS WHEREOF**, the parties have executed this Agreement and caused this Agreement to be effective as of the Effective Date.

**TOWN:**

TOWN OF PROSPER, TEXAS

By: \_\_\_\_\_  
Mario Canizares, Town Manager

STATE OF TEXAS                   §  
                                             §  
COUNTY OF COLLIN           §

**BEFORE ME**, the undersigned authority, on this day personally appeared Mario Canizares, Town Manager, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for **THE TOWN OF PROSPER, TEXAS**, and he executed said instrument for the purposes and consideration therein expressed.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE**, this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

**DEVELOPER:**

SHADDOCK-CREEKSIDE PROSPER LLC  
a Texas limited liability company

By: \_\_\_\_\_  
William C. Shaddock, Jr., Manager

STATE OF TEXAS §

§

COUNTY OF \_\_\_\_\_ §

**BEFORE ME**, the undersigned authority, a Notary Public, on this day personally appeared William C. Shaddock, Jr., Manager of **SHADDOCK-CREEKSIDE PROSPER LLC**, a Texas limited liability company, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated on behalf of said limited liability company.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE**, this \_\_\_\_ day of \_\_\_\_\_, 2025.

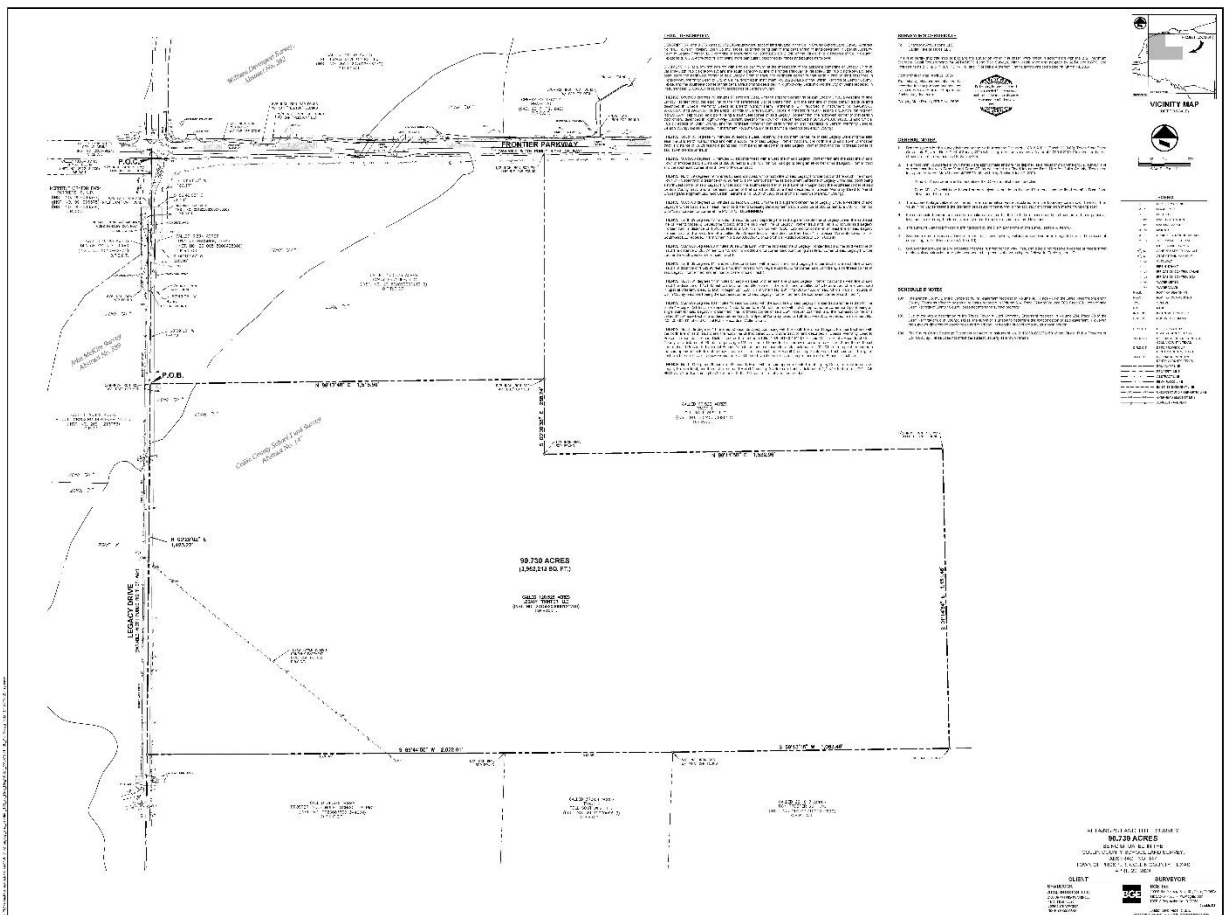
\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_



## Exhibit A

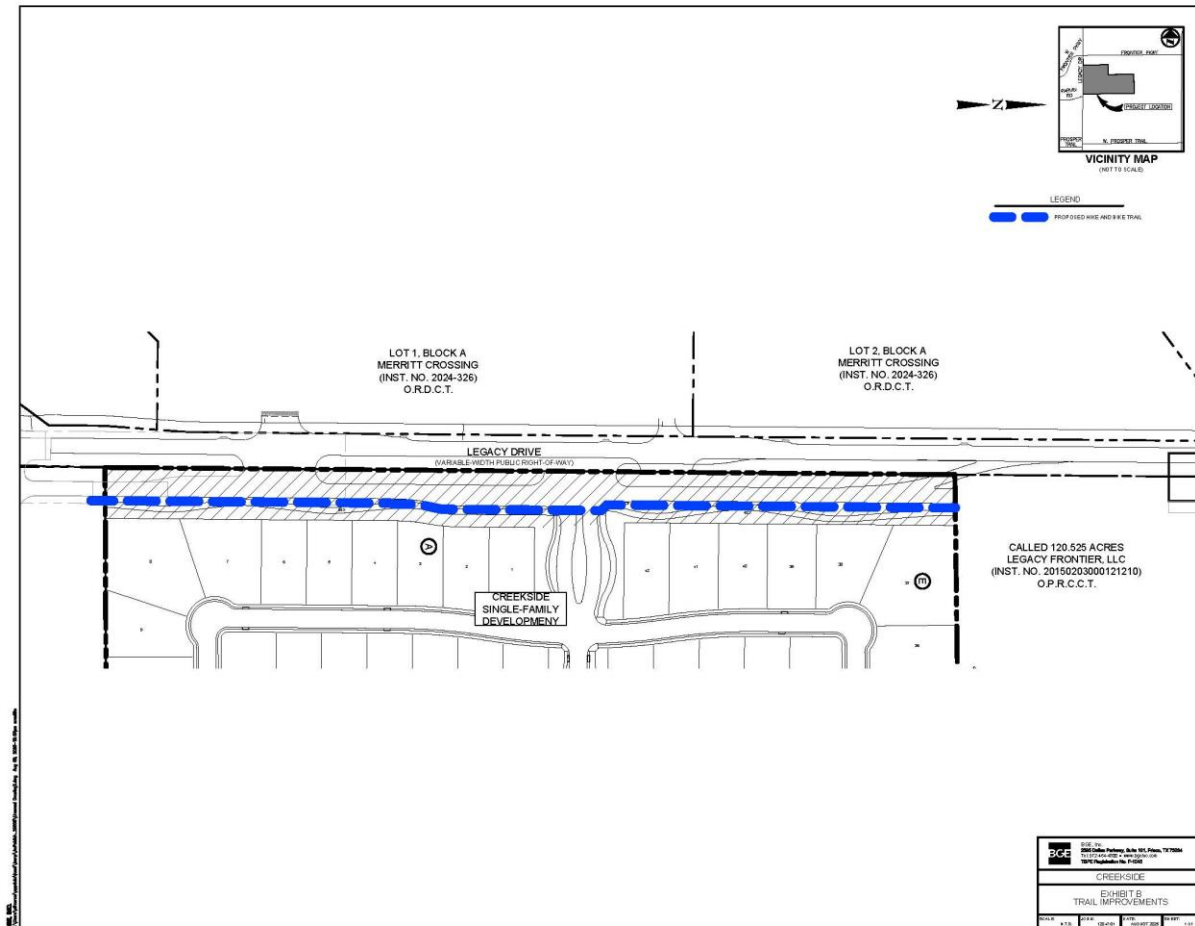
## Legal Description of the Property



## Exhibit A – Legal Description of the Property (Creekside)

## Exhibit B

## Trail Improvements



## Exhibit B – Trail Improvements (Creekside)

## Exhibit C

### Park Improvements

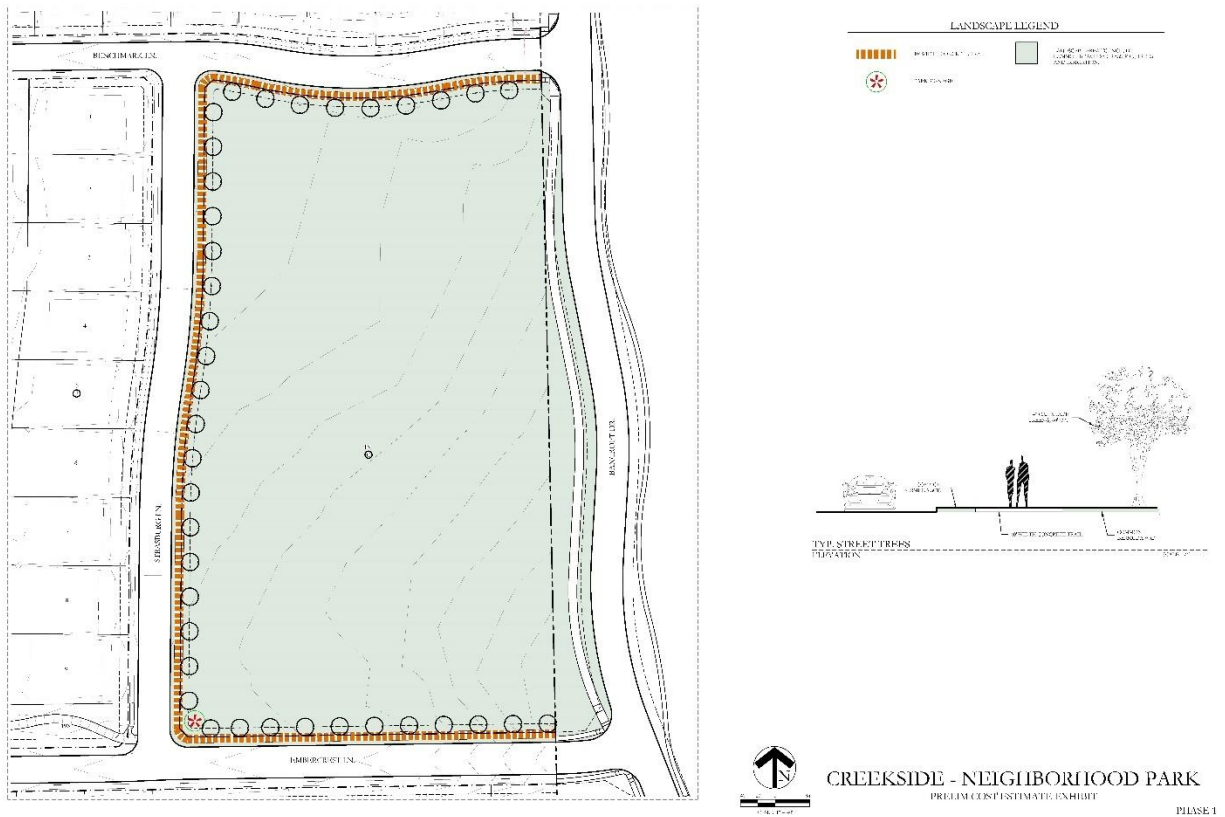
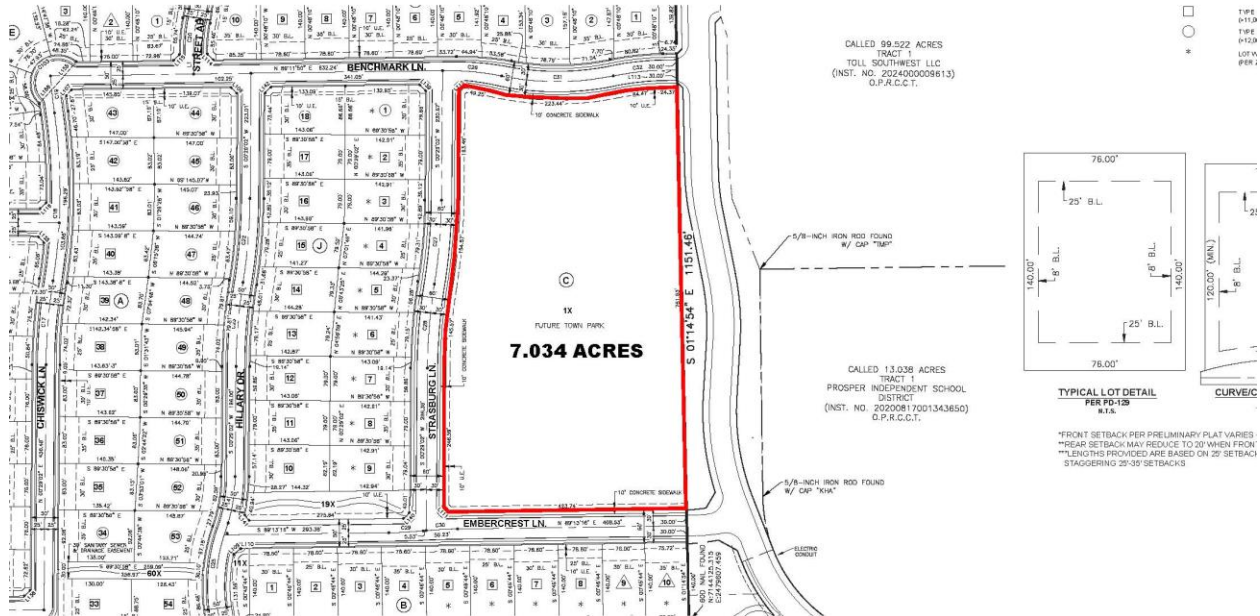


Exhibit C – Depiction of the Park Improvements  
(Creekside)

## Exhibit D

### Legal Description of the Parkland



**Exhibit E****Estimated Costs****Architect's Preliminary Cost Estimate**

RE: Creekside - Neighborhood Park Improvements  
Town of Prosper, Collin County, Texas

1-Jul-25

Prepared By: Cody Johnson PLA, ASLA, LI  
Johnson Volk Consulting, Inc.

**A. Base Park Improvements**

|                                         | <u>Qty</u> | <u>Unit</u> | <u>Description</u>                                                       | <u>Unit Price</u> | <u>Total</u>        |
|-----------------------------------------|------------|-------------|--------------------------------------------------------------------------|-------------------|---------------------|
| 1                                       | 1          | LS          | Final Grading                                                            | \$8,500.00        | \$8,500.00          |
| 2                                       | 1          | EA          | Electrical Service and/or Lighting                                       | \$18,500.00       | \$18,500.00         |
| 3                                       | 1          | LS          | Park Signage                                                             | \$35,000.00       | \$35,000.00         |
| 4                                       | 15,670     | SF          | 10'-0" Width Concrete Sidewalk                                           | \$7.50            | \$117,525.00        |
| 5                                       | 2          | EA          | Barrier Free Ramp                                                        | \$1,450.00        | \$2,900.00          |
| 6                                       | 1          | LS          | Misc. materials provided by landscape contractor                         | \$24,500.00       | \$24,500.00         |
| 7                                       | 59         | EA          | 4" cal. Shade Trees (spaced 40' on center along right of way areas only) | \$685.00          | \$40,415.00         |
| 8                                       | 306,668    | SF          | Common Bermuda Solid Sod                                                 | \$0.58            | \$177,867.44        |
| 9                                       | 306,668    | SF          | Complete Irrigation System                                               | \$0.85            | \$260,667.80        |
| 10                                      | 1          | LS          | Projected LA Design Fees                                                 | \$37,723.14       | \$37,723.14         |
| <b>Subtotal: Base Park Improvements</b> |            |             |                                                                          |                   | <b>\$723,598.38</b> |



## Architect's Preliminary Cost Estimate

**RE: Creekside - Neighborhood Park Improvements**  
**Town of Prosper, Collin County, Texas**

1-Jul-25

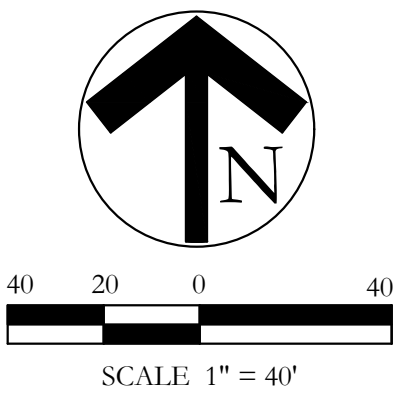
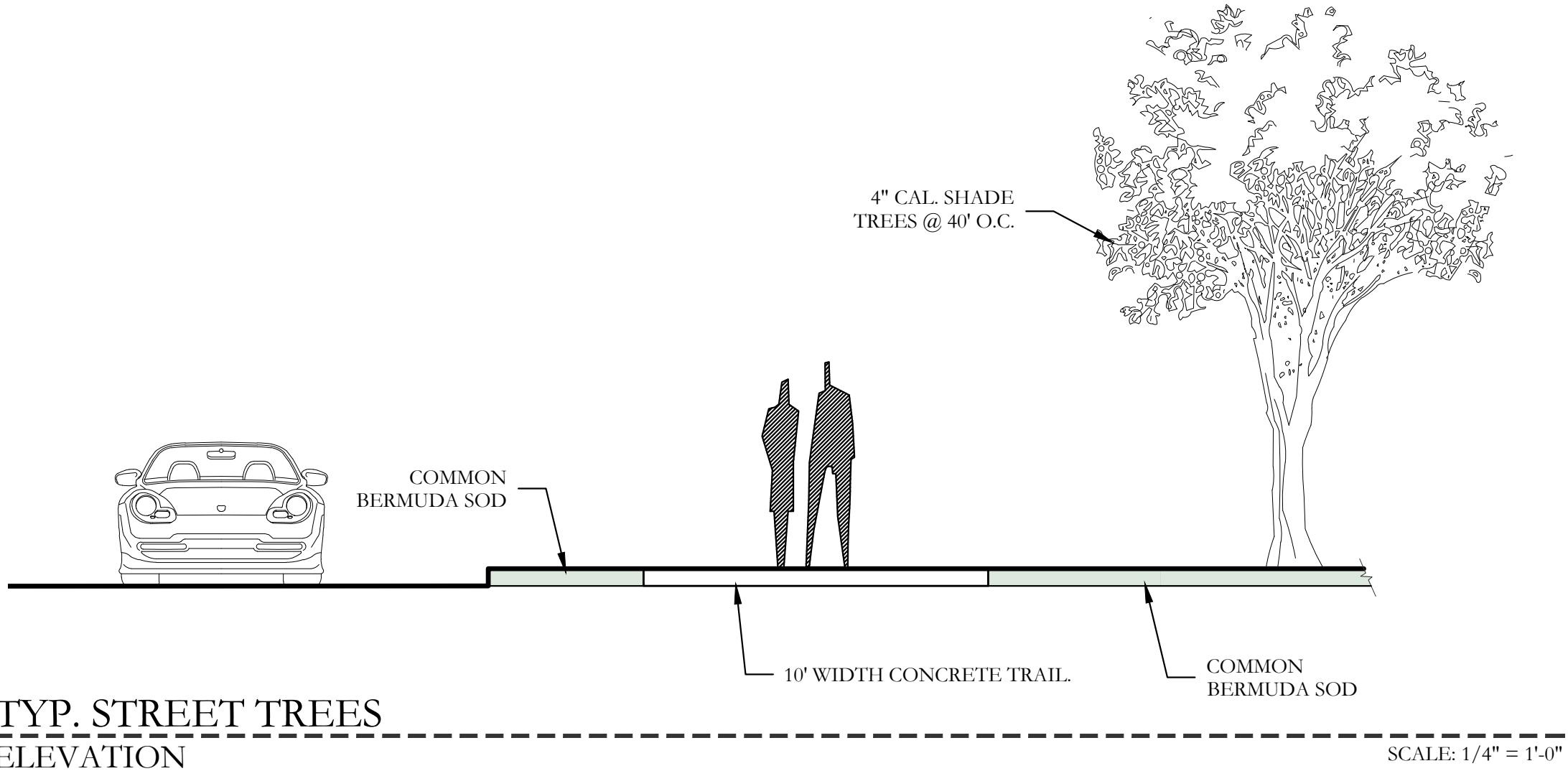
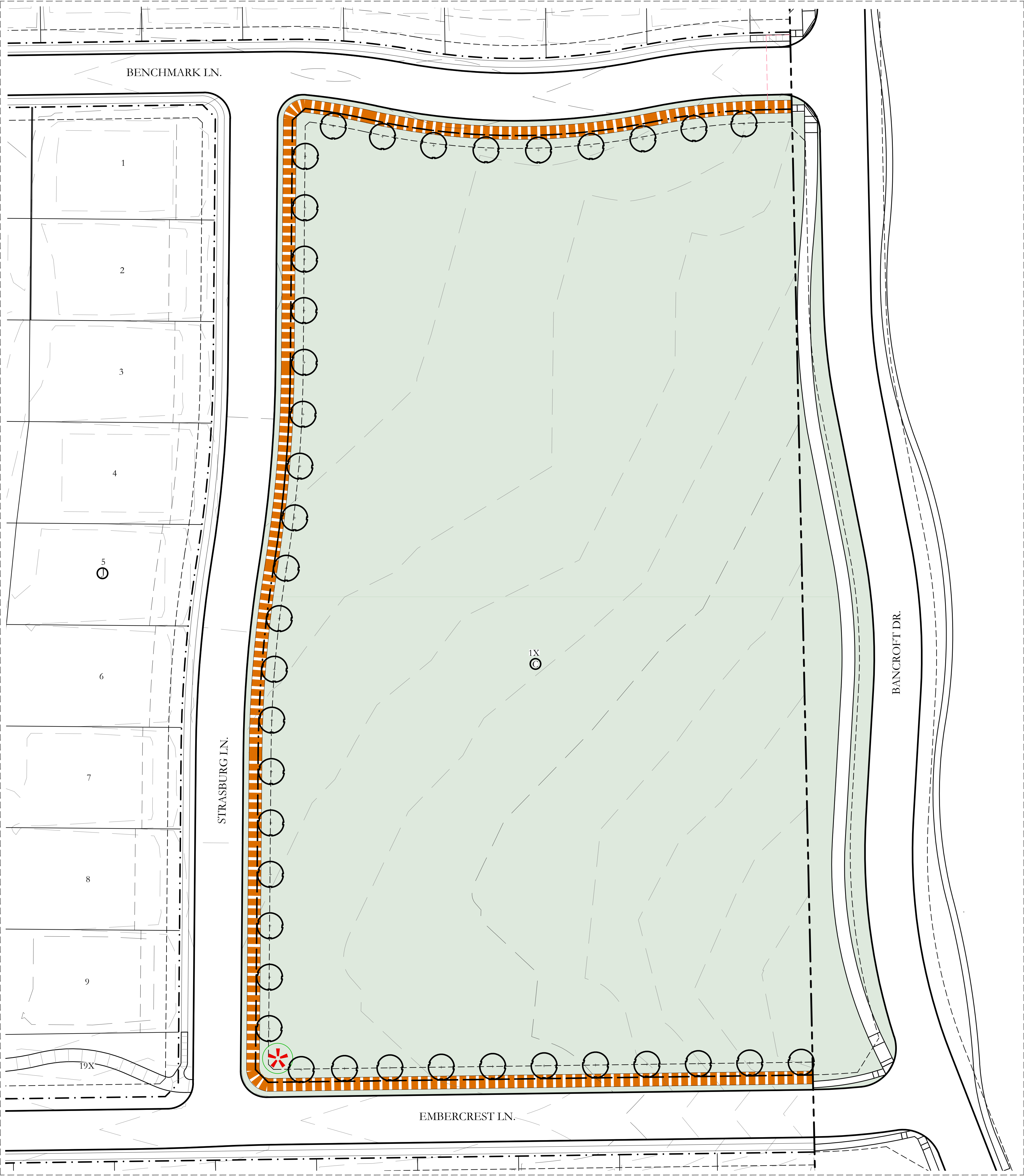
Prepared By: Cody Johnson PLA, ASLA, LI  
 Johnson Volk Consulting, Inc.

### A. Base Park Improvements

|                                         | <u>Qty</u> | <u>Unit</u> | <u>Description</u>                                                       | <u>Unit Price</u> | <u>Total</u>        |
|-----------------------------------------|------------|-------------|--------------------------------------------------------------------------|-------------------|---------------------|
| 1                                       | 1          | LS          | Final Grading                                                            | \$8,500.00        | \$8,500.00          |
| 2                                       | 1          | EA          | Electrical Service and/or Lighting                                       | \$18,500.00       | \$18,500.00         |
| 3                                       | 1          | LS          | Park Signage                                                             | \$35,000.00       | \$35,000.00         |
| 4                                       | 15,670     | SF          | 10'-0" Width Concrete Sidewalk                                           | \$7.50            | \$117,525.00        |
| 5                                       | 2          | EA          | Barrier Free Ramp                                                        | \$1,450.00        | \$2,900.00          |
| 6                                       | 1          | LS          | Misc. materials provided by landscape contractor                         | \$24,500.00       | \$24,500.00         |
| 7                                       | 59         | EA          | 4" cal. Shade Trees (spaced 40' on center along right of way areas only) | \$685.00          | \$40,415.00         |
| 8                                       | 306,668    | SF          | Common Bermuda Solid Sod                                                 | \$0.58            | \$177,867.44        |
| 9                                       | 306,668    | SF          | Complete Irrigation System                                               | \$0.85            | \$260,667.80        |
| 10                                      | 1          | LS          | Projected LA Design Fees                                                 | \$37,723.14       | \$37,723.14         |
| <b>Subtotal: Base Park Improvements</b> |            |             |                                                                          |                   | <b>\$723,598.38</b> |



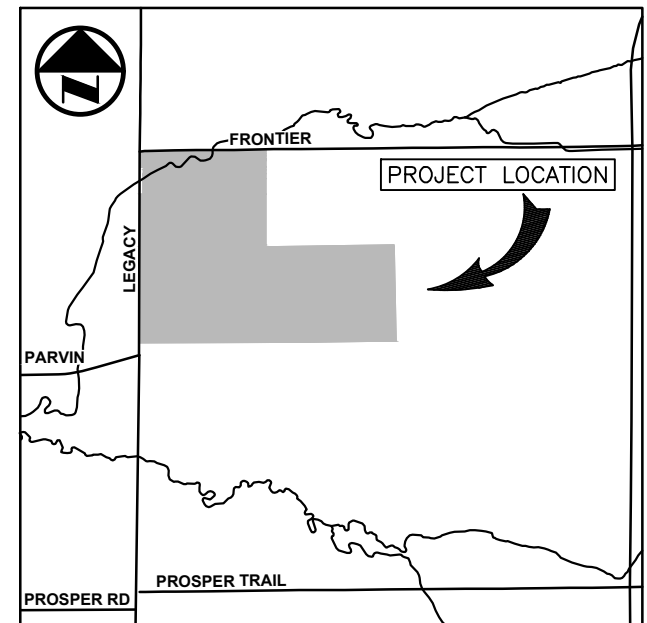




# CREEKSIDE - NEIGHBORHOOD PARK

PRELIM COST ESTIMATE EXHIBIT





### LEGEND

- |              |                                                    |
|--------------|----------------------------------------------------|
| D.R.C.C.T.   | DEED RECORDS OF<br>COLLIN COUNTY, TEXAS            |
| O.P.R.C.C.T. | OFFICIAL PUBLIC RECORDS OF<br>COLLIN COUNTY, TEXAS |
| D.R.D.C.T.   | DEED RECORDS OF<br>DENTON COUNTY, TEXAS            |
| O.R.D.C.T.   | OFFICIAL RECORDS OF<br>DENTON COUNTY, TEXAS        |
| =====        | BOUNDARY LINE                                      |
| -----        | PROPERTY LINE                                      |
| -----        | ABSTRACT LINE                                      |
| -----        | FEMA FLOOD LINE                                    |
| -----        | EXISTING EASEMENT LINE                             |
| ~~~~~        | UNDERGROUND FIBER OPTIC LINE                       |
| ==O==        | OVERHEAD ELECTRIC LINE                             |
| =====        | ASPHALT PAVEMENT                                   |

To: Shaddock Acquisitions, LLC  
Capital Title of Texas, LLC:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 2, 3, 4, 6, 7, 8, 9, 13, 14, 16, and 17 of Table A thereof. The fieldwork was completed on March 14, 2024.

Date of Plat or Map: April 22, 2024

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

Gregory Mark Peace, RPLS No. 6608

**GENERAL NOTES:**

1. Bearing system for this survey is based on the North American Datum of 1983, NAD2011 (Epoosk 15007210, Texas State Plane Coordinate System, North Central Zone 42602) with an applied combined scale factor of 1.0001520170. Distances and angles are all measured in U.S. Survey Feet.
2. The floodplain boundaries shown hereon are approximate and are not depicted as a result of an on-the-ground survey. The subject tract lies with Zone X and Zone AE as delineated on Flood Insurance Rate Map for Collin County, Texas and Incorporated Areas, Map Number 4805C00115J with Map Revised June 21, 2009.
3. Zone X - Areas determined to be outside the 0.2% annual chance floodplain
4. Zone AE - (Special Flood hazard areas subject to inundation by the 1% annual chance floodplain) - Base flood elevations determined
5. The square footage value shown hereon is a mathematical value calculated from the boundary data shown hereon. This value in no way represents the precision of closure of this survey or the accuracy of corner monuments found or placed.
6. Fences depicted hereon are based on locations measured in the field, the dimensions text shown are at those particular locations located only. The fence lines may be measured between the measured locations.
7. The surveyor was not provided a zoning report by the client at the time of this survey. (Table A, Item 6)
8. Surveyor did not observe evidence of recent earth moving work, building construction or building additions in the process of construction in the fieldwork. (Table A, Item 7)
9. Surveyor is not aware of any proposed changes in street right of way lines, and did not observe evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork. (Table A, Item 17)

### **SCHEDULE B NOTES**

- 10b. The Denton County Electric Cooperative, Inc. easement recorded in Volume 401, Page 413 of the Deed Records of Denton County, Texas as affected by partial releases recorded in Volume 694, Page 624 and Volume 700, Page 809, both of said Deed Records of Denton County, does not affect the subject property.
- 10c. Due to the vague description of the Texas Power & Light Company Easement recorded in Volume 254, Page 88 of the Deed Records of Collin County, Texas, the surveyor is unable to determine the exact location of said easement. However, the surveyor did observe power poles and overhead lines on the subject property as shown hereon.
- 10d. The City of Celina Drainage Easement recorded in Instrument No. 20180306000276350 of the Official Public Records of Collin County, Texas does not affect the subject property as shown hereon.

ALTA/NSPS LAND TITLE SURVEY

**90.730 ACRES**

BEING SITUATED IN THE  
COLLIN COUNTY SCHOOL LAND SURVEY,  
ABSTRACT NO. 147  
OWN OF PROSPER, COLLIN COUNTY, TEXAS  
APRIL 22, 2024

CL

**SHADDOCK  
ACQUISITIONS, LLC**  
2400 Dallas Parkway, Suite 560  
Plano, Texas 75093  
Contact: Will Shaddock  
Phone: 214-225-9643

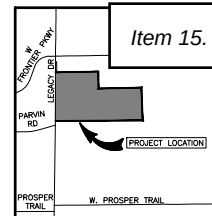
**SURVEYOR**



**BGE, Inc.**  
2595 Dallas Parkway, Suite 101, Frisco, TX 75034  
Tel: 972-464-4800 • [www.bgeinc.com](http://www.bgeinc.com)  
TBPELS Registration No. 10193953  
Copyright 2024  
Contact: Mark Peace, R.P.L.S.  
972-464-4884 • Email: [mpeace@bgeinc.com](mailto:mpeace@bgeinc.com)

Contact: Mark Peace, R.P.L.S.  
Telephone: 972-464-4884 • Email: [mpeace@bqinc.com](mailto:mpeace@bqinc.com)





**VICINITY MAP**  
(NOT TO SCALE)

**LEGEND**

  PROPOSED HIKE AND BIKE TRAIL

LOT 1, BLOCK A  
MERRITT CROSSING  
(INST. NO. 2024-326)  
O.R.D.C.T.

LOT 2, BLOCK A  
MERRITT CROSSING  
(INST. NO. 2024-326)  
O.R.D.C.T.

LEGACY DRIVE  
(VARIABLE-WIDTH PUBLIC RIGHT-OF-WAY)

CALLED 120.525 ACRES  
LEGACY FRONTIER, LLC  
(INST. NO. 20150203000121210)  
O.P.R.C.C.T.

CREEKSIDE  
SINGLE-FAMILY  
DEVELOPMENY